

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

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

NOTICE IS HEREBY GIVEN that a Special Meeting is hereby called to be held on
WEDNESDAY, November 18, 2020 at 5:00 PM. virtually.

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

NO OTHER BUSINESS WILL BE DISCUSSED

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

Dated: November 12, 2020.



Manuel Lozano
Mayor

AFFIDAVIT OF POSTING

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify under
penalty of perjury under the laws of the State of California that the foregoing agenda was posted
on the City Hall bulletin board not less than 24 hours prior to the meeting of November 18, 2020.



Lourdes Morales,
Chief Deputy City Clerk

AGENDA BALDWIN PARK

CITY COUNCIL SPECIAL VIRTUAL MEETING

**November 18, 2020
5:00 PM**

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

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

Audio Streaming will be available at:

https://www.youtube.com/channel/UCFLZ0_dDFRiy59rhiDZ13Fq/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>



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

PLEASE TURN OFF ALL ELECTRONIC DEVICES

PUBLIC COMMENTS

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

COMENTARIOS DEL PUBLICO

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

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

CALL TO ORDER:

ROLL CALL:

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

PUBLIC COMMUNICATIONS

If you wish to comment on agenda items, please email your name, City of residence, item number and a phone number where you will be available between the hours of 5:00 PM to 6:00 PM on November 18, 2020 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. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 3:00 PM on November 18, 2020. 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 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

- **Crimes Against Children and Human Trafficking Presentation**
Presented by Interim Chief of Police Robert A. Lopez

RECESS TO CLOSED SESSION

1. Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6:

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

Employee Organizations: Service Employee International Union (SEIU)

2. Conference With Legal Counsel—Existing Litigation

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

Case Name: BP Tale Corp. v. Rukli, Inc.	Case No. 19STCV41708
Case Name: Herrera v. City of Baldwin Park	Case No. 20STCV11521
Case Name: City of Baldwin Park v. McLean	Case No. 20STCV25341
Case Name: Hadsell v. City of Baldwin Park	Case No. BC548602
Case Name: Salcedo v. City of Baldwin Park	Case No. BC676398

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

A. Property: 4150 Puente Avenue (CAN 17-06)

Negotiating Parties:	City of Baldwin Park and Shaun Bershatski, RUKLI, Inc.
B. Property:	13111 Spring Street & 428 Cloverleaf Drive (CAN 17-07)
Negotiating Parties:	City of Baldwin Park and Ming Hong Huang, 428 Cloverleaf, LLC.
C. Property:	4145 Puente Avenue (CAN 17-01)
Negotiating Parties:	City of Baldwin Park and Edward Avakyan Jenome Research
D. Property:	13467 Dalewood Street (CAN 17-09)
Negotiating Parties:	City of Baldwin Park and Darrin Oganessian and Ryan Oganessian, RD Baldwin Park
E. Property:	5148 Bleecker Street (CAN 17-12)
Negotiating Parties:	City of Baldwin Park and Sergio Torres, Enrique Vega and Moses Acosta, Medical Grade Farms BP
F. Property:	15023 Ramona Boulevard (CAN 17-13)
Negotiating Parties:	City of Baldwin Park and Shaun Szameit, Joshua Pierce and Kevin Huebner, Kultiv8 Group, LLC.
G. Property:	4621 Littlejohn Street (CAN 17-15)
Negotiating Parties:	City of Baldwin Park and Teresa Tsai, GSC Capital Group
H. Property:	4802 Littlejohn Street, Suite B (CAN 17-29)
Negotiating Parties:	City of Baldwin Park and Yichang Bai W&F International Corp.
I. Property:	5175 Commerce Drive (CAN 17-18)
Negotiating Parties:	City of Baldwin Park and Linda Thong, Pacific Cultivation, LLC.
J. Property:	15440, 15442 and 15444 Arrow Highway (CAN 18-01)
Negotiating Parties:	City of Baldwin Park and Tim McCarty Ala Karte, LLC
K. Property:	4802 Littlejohn Street (CAN 17-28)
Negotiating Parties:	City of Baldwin Park and Marco Perez and Ren Yoneyama, VRD, Inc.
L. Property:	13460 Brooks Drive (CAN 17-31)
Negotiating Parties:	City of Baldwin Park and Sigrid Lopez and Artem Karapetyan, Green Health Industries, LLC.
M. Property:	1516 Virginia Avenue (CAN 17-30)
Negotiating Parties:	City of Baldwin Park and David Ju DJCBP Corp., dba Tier One Consulting
N. Property:	14551 Joanbridge Street (CAN 17-02)

Negotiating Parties: City of Baldwin Park and Tony Fong
Baldwin Park Tale Corp.
O. Property: 5018 Lante Street
Negotiating Parties: City of Baldwin Park and Robert Gray
Distinct Indulgence, Inc.

4. Conference With Legal Counsel—Anticipated Litigation

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

Potential Case(s): Three (3)

RECONVENE IN OPEN SESSION

REPORT FROM CLOSED SESSION

ADJOURNMENT

CERTIFICATION

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby that, certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting of November 18, 2020.



Lourdes Morales
Chief Deputy City Clerk

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

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

AGENDA

BALDWIN PARK CITY COUNCIL REGULAR VIRTUAL MEETING

November 18, 2020
7:00 PM

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

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

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Audio Streaming Simultaneously in Spanish will be available at:

<https://www.youtube.com/channel/UC3bPFBIHcoPIks1XqetmGcA>



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

PLEASE TURN OFF ALL ELECTRONIC DEVICES DURING THE MEETING.

PUBLIC COMMENTS

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

COMENTARIOS DEL PÚBLICO

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

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

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

REPORT FROM CLOSED SESSION

ANNOUNCEMENTS

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

- **Update on General and Housing Funds**
Presented by Director of Finance Rose Tam

PUBLIC COMMUNICATIONS

If you wish to comment, please email your name, City of residence, item number or topic and a phone number where you will be available between the hours of 7:00 PM to 8:00 PM on November 18, 2020 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. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 5:00 PM on November 18, 2020. If you are a non-English Speaker and require translation services in another language, or sign, please indicate your request in your communication 48 hours prior to the meeting. If large numbers of persons wishing to speak are gathered (a reduction of the speaking time allotted for each speaker may be announced). A one hour limit may be placed on the time for public communications so that City business can be conducted, after which time, communications can resume.

CONSENT CALENDAR

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

1. City of Baldwin Park's Warrants and Demands

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

2. Treasurer's Report – September 2020

Staff recommends that Council receive and file the Treasurer's Report for September 2020.

3. Claim Rejection

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

State Farm ASO
Tony Hernandez

Claimant alleges property damage

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

4. Adopt a Resolution to Amend a Post-Employment Health Plan for Public Employees (PEHP) for the City of Baldwin Park

It is recommended that the City Council approve Resolution 2020-056 amending a Post-Employment Health Plan with the plan with the Plan Sponsor, Nationwide Retirement Solutions, Inc.

5. Update on the State Controllers Report Action Items

Staff recommends that Council receive and file this informational report.

6. Adoption of Resolution No. 2020-057, "A Resolution of the City Council of the City of Baldwin Park, California, Adopting the Amended Fee Schedule for Solid Waste Collection and Recycling Services, to Reflect Consumer Price Index (CPI) Increases for Fiscal Year 2020-2021"

It is recommended that the City Council:

1. Adopt Resolution No. 2020-057 "A Resolution of the City Council of the City of Baldwin Park, California, Adopting the Amended Fee Schedule for Solid Waste Collection and Recycling Services to reflect Consumer Price Index (CPI) Increases for Fiscal Year 2020-2021."

7. Accept Plans and Specifications and Authorize Publishing of a Notice Inviting Bids for City Project No's CIP20-131 – Landscape Improvements Project at Ramona Boulevard CNG Station Site

It is Staff's recommendation that the City Council:

1. Approve the plans and specifications for the Landscape Improvements Project at Ramona Boulevard CNG station site; and
2. Authorize Staff to advertise a Notice Inviting Bids.

8. Authorize Purchase Orders and Expenditures at The Home Depot Center from Approved Fiscal Year 2020-21 Funds for Materials and Supplies in Various Maintenance and Operations Cost Centers Within the Departments of Public Works and Recreation and Community Services

It is recommended that the City Council:

1. Authorize the expenditure of approved funds in the amount not-to-exceed \$63,700 for purchase of materials and supplies from the Home Depot through June 30, 2021; and
2. Authorize the Director of Finance to make the necessary budget transfers and adjustments; and
3. Authorize the Public Works and Recreation and Community Services Directors to prepare and process the necessary purchase order requisitions.

9. Consideration of an Extension to an Exclusive Negotiation Agreement (ENA) with Olson Urban Housing, LLC for a Proposed for-sale Housing Development in Downtown Baldwin Park

Staff recommends that the City Council:

1. Approve the ENA extension; and
2. Authorize the Mayor to execute the extension.

10. Repeal of Resolution 2014-010 Regarding Teleconferencing

The City Attorney recommends that the City Council repeal Resolution 2014-010 and continue to follow its emergency order related to teleconferencing.

In addition, the City Attorney recommends that the City Council follow the California Brown Act as it relates to teleconferencing after the pandemic ends and the state of emergency is lifted. For the time being, the City Council can follow its emergency orders related to teleconferencing.

11. Approve Entering into an Escrow Agreement with River City Bank and Southern California Edison on behalf of Baldwin Park Resident Owned Utility District (B-PROUD) to comply with California Public Utilities Commission Financial Security Requirements

Staff recommends that the Council approve entering into an Escrow Agreement with RCB and SCE on behalf of B-PROUD, and authorize the Chief Executive Officer, or designee, to execute an Escrow Agreement in a form substantially as attached and authorize the Director of Finance to set up an Enterprise Fund and related account numbers to record the transactions.

12. Approval to Enter into an Agreement between the City of Baldwin Park & Cohort Cities and Union Station Homeless Services under the Measure H Cities Homeless Implementation Grant

Staff recommends that the City Council to:

1. Approve the Service Agreement between the City of Baldwin Park & Cohort Cities and Union Station Homeless Services to implement the Measure H Grant Funds; and
2. Authorize the Chief Executive Officer to Execute the Service Agreement between the City of Baldwin Park & Cohort Cities and Union Station Homeless Services; and
3. Authorize the Finance Director to make a budget amendment and provide account numbers to record the grant and related expenditures accordingly; and
4. Authorize the Director of Recreation and Community Services to execute further documents and reporting.

- 13. City Council Resolution No. 2020-059 and Successor Agency Resolution No. SA 2020-002 Regarding Transfer of Morgan Park Land from Successor Agency to City**
It is recommended that the Successor Agency adopt Resolution No. SA 2020-002 entitled A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT COMMISSION APPROVING THE TRANSFER OF PROPERTY TO THE CITY OF BALDWIN PARK.

It is recommended that the City Council adopt Resolution No. 2020-059 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING THE TRANSFER OF PROPERTY FROM THE SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT COMMISSION.

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 2020

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

SA-3 City Council Resolution No. 2020-059 and Successor Agency Resolution No. SA 2020-002 Regarding Transfer of Morgan Park Land from Successor Agency to City

It is recommended that the Successor Agency adopt Resolution No. SA 2020-002 entitled, A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT COMMISSION APPROVING THE TRANSFER OF PROPERTY TO THE CITY OF BALDWIN PARK

It is recommended that the City Council adopt Resolution No. 2020-059 entitled, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING THE TRANSFER OF PROPERTY FROM THE SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT COMMISSION

REPORTS OF OFFICERS

14. Resolution 2020-058 Agreement for Temporary Employment

Staff recommends that the City Council approve a resolution authorizing the Mayor to execute a part time, temporary employment agreement.

15. Amending Municipal Code Regarding Purchasing Officer Designation and Updating Purchasing Policy & Procedures

Staff recommends that the City Council review and approve the attached ordinance amending the municipal code regarding the purchasing officer designation and updating the purchasing policy and procedures.

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

None

ADJOURNMENT

CERTIFICATION

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 12th day of November, 2020.



Lourdes Morales,
Chief Deputy City Clerk

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



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
DATE: November 18, 2020
SUBJECT: City of Baldwin Park's Warrants and Demands

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

The payroll for the last period was \$444,427.16 and the attached General Warrants Register was \$728,552.09 for a total amount of \$1,172,979.25.

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 200985 to 200991. Additionally, Automated Clearing House (ACH) Payroll deposits were made on behalf of City Employees from control number 24082 to 24301 for the period October 18, 2020 through October 31, 2020, inclusive; these are presented and hereby ratified in the amount of \$444,427.16.
2. General Warrants, with the bank drafts in the amount of \$423,471.78 and checks from 230787 to 230877 in the amount of \$305,080.31 for the period of October 26, 2020 to November 9, 2020, inclusive; in the total amount of \$728,552.09 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 10/26/2020 - 11/9/2020

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
230787	10/26/2020	FOOD 4 LESS	PURCHASE FOOD FOR CARES PROG	270-60-630-53100-17051	990.00
230788	10/26/2020	TRIPLE B CORPORATION	PURCHASE FOOD FOR THE CARES PROG	270-60-630-53100-17051	2626.50
230789	10/27/2020	FOOD 4 LESS	PURCHASE FOOD FOR CARES PROG	270-60-630-53100-17051	1817.88
230790	10/28/2020	ADMIN SURE INC.	GENERAL & AUTO LIABILITY CLAIMS ADMIN/WORK'S COMP	403-10-160-54100-00000	7744.00
230791	10/28/2020	APRIL ROJO	PETTY CASH TO BE USED FOR SUPPLIES	100-60-610-53100-13801	500.00
230792	10/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	24.36
230792	10/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	12.18
230792	10/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	24.36
230792	10/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	24.36
230793	10/28/2020	A-TECH SYSTEMS	FIRE ALARM AT CITY HALL PARKING	245-60-620-53371-00000	90.00
230793	10/28/2020	A-TECH SYSTEMS	FIRE ALARM AT CITY HALL PARKING	100-60-620-53371-00000	45.00
230794	10/28/2020	AZUSA PLUMBING SUPPLY	FIRE ALARM AT CITY HALL PARKING	252-60-620-53371-00000	45.00
230795	10/28/2020	BSN SPORTS	PLUMBING SUPPLIES	100-60-620-53100-00000	300.85
230796	10/28/2020	BUSINESS CARD	BACKBOARD SAFETY PADDING FOR COMMUNITY CENTER	100-60-610-53100-00000	395.06
230796	10/28/2020	BUSINESS CARD	ADOBE LYNUSCA	100-60-610-53100-00000	179.88
230797	10/28/2020	BUSINESS CARD	TEMPERATURE SCREENING KIOSK 4 2ND FLOOR LOBBY	901-40-410-53390-17050	1401.60
230797	10/28/2020	BUSINESS CARD	SG VALLEY NEWS SUBSCRIPTION	100-60-610-53330-00000	10.00
230797	10/28/2020	BUSINESS CARD	NETFLIX MTHLY USAGE AT SR CTR	100-60-630-53330-00000	3.25
230797	10/28/2020	BUSINESS CARD	NETFLIX MTHLY USAGE AT TEEN CTR	100-60-660-53330-00000	3.24
230797	10/28/2020	BUSINESS CARD	NETFLIX MTHLY USAGE AT BARNES PARK	100-60-670-53330-15100	3.25
230797	10/28/2020	BUSINESS CARD	NETFLIX MTHLY USAGE AT ARC	100-60-680-53330-00000	3.25
230798	10/28/2020	BUSINESS CARD	SD FLASH MEMORY & DIGITAL CAMERAS	100-30-340-53100-00000	497.43
230798	10/28/2020	BUSINESS CARD	MISC SUPPLIES	100-30-340-53100-00000	824.65
230798	10/28/2020	BUSINESS CARD	PARTS FOR DEPT ISSUED GUNS	206-30-340-51101-13020	1611.50
230799	10/28/2020	CALI BREEZE REFRIGERATION	LODGING	501-30-000-22410-00000	672.36
230799	10/28/2020	CALI BREEZE REFRIGERATION	MAINTENANCE AND REPAIRS	100-60-620-53371-00000	381.00
230800	10/28/2020	CINTAS FIRST AID & SAFETY	MAINTENANCE AND REPAIRS	252-60-620-53371-00000	581.00
230801	10/28/2020	COMMERCIAL DOOR OF ANAHEIM INC	LEASE AND UNITS FOR ALL CITY FACILITIES	403-10-160-51101-11350	448.95
230802	10/28/2020	DELL MARKETING L.P.	UNIFORM SERVICES FOR BUILDING MAINTENANCE	100-60-620-53371-00000	325.00
230803	10/28/2020	ENTERPRISE FM TRUST	EXTENDED WARRANTY COVERAGE FOR COMPUTER	100-30-310-51101-00000	85.00
230805	10/28/2020	HOME DEPOT	LEASING PROGRAM FOR FORD F-45 (P.W)	240-50-520-58140-15726	1013.42
230805	10/28/2020	HOME DEPOT	MATERIAL AND SUPPLIES	251-50-560-53100-00000	277.91
230805	10/28/2020	HOME DEPOT	MATERIAL AND SUPPLIES	251-50-560-53100-00000	363.72
230805	10/28/2020	HOME DEPOT	MATERIAL AND SUPPLIES	251-50-560-53100-00000	48.53
230805	10/28/2020	HOME DEPOT	MATERIAL AND SUPPLIES	240-50-551-53100-15705	42.63
230805	10/28/2020	HOME DEPOT	MATERIAL AND SUPPLIES	240-50-550-53100-15705	21.87
230805	10/28/2020	HOME DEPOT	MATERIAL AND SUPPLIES	240-50-550-53100-15705	69.31
230805	10/28/2020	HOME DEPOT	MATERIAL AND SUPPLIES	240-50-550-53100-15705	101.12
230805	10/28/2020	HOME DEPOT	MATERIAL AND SUPPLIES	240-50-550-53100-15705	22.92
230805	10/28/2020	HOME DEPOT	MATERIAL AND SUPPLIES	251-50-560-53100-00000	184.62
230805	10/28/2020	HOME DEPOT	MATERIAL AND SUPPLIES	245-50-560-53100-15536	52.52
230806	10/28/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	100-60-620-53371-00000	98.00
230806	10/28/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS12122	100-60-620-53371-00000	364.90
230806	10/28/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS12122	252-60-620-53371-00000	364.90
230807	10/28/2020	MARK CAUDILLO	PREPARE AND INSTALL VEHICLE DECALS	402-50-590-51101-00000	245.25
230807	10/28/2020	MARK CAUDILLO	PREPARE AND INSTALL VEHICLE DECALS	402-50-590-51101-00000	1004.75
230807	10/28/2020	MARK CAUDILLO	PREPARE AND INSTALL VEHICLE DECALS	402-50-591-51101-00000	766.50

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
230808	10/28/2020	MONTY'S ELECTRIC, INC.	ELECTRICAL REPAIRS	100-60-620-53371-00000	182.00
230809	10/28/2020	RICHARDS, WATSON & GERSHON	2020 MOU LABOR NEGOTIATIONS 4 APR 2020	100-30-131-51102-11104	11912.63
230809	10/28/2020	RICHARDS, WATSON & GERSHON	COVID-19 EMERGENCY MATTERS	100-10-131-51102-17050	618.75
230809	10/28/2020	RICHARDS, WATSON & GERSHON	LABOR NEGOTIATIONS FOR MAY 2020	100-30-131-51102-11104	688.25
230809	10/28/2020	RICHARDS, WATSON & GERSHON	GENERAL LABOR & EMPLOYMENT ADVICE 4 MAY 2020	100-10-131-51102-00000	941.04
230809	10/28/2020	RICHARDS, WATSON & GERSHON	2020 MOU LABOR NEGOTIATIONS 4 MAY 2020	100-30-131-51102-11104	4246.11
230809	10/28/2020	RICHARDS, WATSON & GERSHON	COVID-19 EMERGENCY MATTERS	100-10-131-51102-17050	1659.55
230809	10/28/2020	RICHARDS, WATSON & GERSHON	GENERAL LABOR & EMPLOYMENT ADVICE 4 JUNE 2020	100-10-131-51102-00000	5310.39
230809	10/28/2020	RICHARDS, WATSON & GERSHON	2020 MOU LABOR NEGOTIATIONS 4 JUNE 2020	100-30-131-51102-11104	8380.61
230809	10/28/2020	RICHARDS, WATSON & GERSHON	GENERAL LABOR & EMPLOYMENT ADVICE 4 JULY 2020	100-10-131-51102-00000	5231.81
230809	10/28/2020	RICHARDS, WATSON & GERSHON	2020 MOU LABOR NEGOTIATIONS FOR JULY 2020	100-30-131-51102-11104	7432.50
230809	10/28/2020	RICHARDS, WATSON & GERSHON	COVID-19 EMERGENCY MATTERS	100-10-131-51102-17050	2312.39
230809	10/28/2020	RICHARDS, WATSON & GERSHON	GENERAL LABOR & EMPLOYMENT ADVICE 4 AUG 2020	100-10-131-51102-00000	2777.50
230809	10/28/2020	RICHARDS, WATSON & GERSHON	2020 MOU LABOR NEGOTIATION 4 AUG 2020	100-30-131-51102-11104	11082.50
230809	10/28/2020	RICHARDS, WATSON & GERSHON	GENERAL LABOR & EMPLOYMENT ADVICE 4 SEPT 2020	100-10-131-51102-00000	2777.50
230809	10/28/2020	RICHARDS, WATSON & GERSHON	2020 MOU LABOR NEGOTIATIONS 4 SEPT 2020	100-30-131-51102-11104	9081.36
230810	10/28/2020	ROYAL INDUSTRIAL ELECTRIC	MATERIALS & SUPPLIES	100-60-620-53100-00000	90.61
230810	10/28/2020	ROYAL INDUSTRIAL ELECTRIC	MATERIALS & SUPPLIES	100-60-620-53100-00000	820.35
230810	10/28/2020	ROYAL INDUSTRIAL ELECTRIC	MATERIALS & SUPPLIES	252-60-620-53100-00000	910.97
230811	10/28/2020	SECTRAN SECURITY INC.	SERVICE 4 THE MONTH OF OCT 2020	100-25-299-53370-12404	306.32
230811	10/28/2020	SERVICE FIRST CONTRACTORS	REPAIRS MADE TO AQUATIC CTR POOL	100-60-620-53100-00000	358.75
230812	10/28/2020	SERVICE FIRST CONTRACTORS	REPAIRS MADE TO AQUATIC CTR POOL	100-60-620-53100-00000	76.87
230812	10/28/2020	SERVICE FIRST CONTRACTORS	REPAIRS MADE TO AQUATIC CTR POOL	252-60-620-53100-00000	435.63
230813	10/28/2020	SPARKLETT'S	WATER & COFFEE SUPPLIES	100-60-620-53100-00000	178.33
230814	10/28/2020	THE SHREDDERS	DESTRUCTION OF DPET CONFIDENTIAL DOCUMENTS	100-30-330-51101-00000	107.50
230815	10/28/2020	USA ALARM SYSTEMS, INC.	FIRE ALARM	100-60-620-58140-00000	973.34
230815	10/28/2020	USA ALARM SYSTEMS, INC.	FIRE ALARM	100-60-620-58140-15100	245.00
230815	10/28/2020	USA ALARM SYSTEMS, INC.	FIRE ALARM	252-60-620-58140-00000	973.33
230816	10/28/2020	WAXIE SANITARY SUPPLY	178 DESKSIDE RECYCLING	246-50-540-53100-17445	11753.31
230817	10/28/2020	HOLIDAY GOO	THINKETS - MATERIALS AND SUPPLIES	100-60-610-53100-13801	408.71
230818	10/29/2020	AFLAC	AFLAC	100-00-000-21216-00000	888.77
230818	10/29/2020	AFLAC	AFLAC	100-00-000-21216-00000	128.48
230818	10/29/2020	AFLAC	AFLAC	100-00-000-21216-00000	888.70
230818	10/29/2020	AFLAC	AFLAC	100-00-000-21216-00000	128.48
230819	10/29/2020	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-00000	106.91
230819	10/29/2020	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-00000	106.92
230820	10/29/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	1736.41
230820	10/29/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	3800.34
230820	10/29/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	1706.39
230820	10/29/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	4040.48
230821	10/29/2020	BALDWIN PARK MNGMT ASSOC.	MANAGEMENT DUES	100-00-000-21218-00000	10.00
230821	10/29/2020	BALDWIN PARK MNGMT ASSOC.	MANAGEMENT DUES	100-00-000-21218-00000	10.00
230822	10/29/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	3560.03
230822	10/29/2020	BALDWIN PARK POLICE ASSOC	POLICE NON-SWORN DUES	100-00-000-21219-00000	1126.16
230822	10/29/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	3560.03
230822	10/29/2020	BALDWIN PARK POLICE ASSOC	POLICE NON-SWORN DUES	100-00-000-21219-00000	1044.36
230823	10/29/2020	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-13404	759.50
230823	10/29/2020	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-13404	759.50
230823	10/29/2020	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-00000	18.00
230824	10/29/2020	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	45.00
230824	10/29/2020	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-00000	18.00
230824	10/29/2020	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	45.00
230825	10/29/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	14.74
230825	10/29/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	247.72
230825	10/29/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	92.89
230825	10/29/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	22.11

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
230825	10/29/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	319.87
230825	10/29/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	92.89
230826	10/29/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	73.31
230826	10/29/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	3663.45
230826	10/29/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	413.20
230826	10/29/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	3700.68
230826	10/29/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	413.20
230827	10/29/2020	P.T.E.A.	PTEA DUES	100-00-000-21220-00000	323.00
230827	10/29/2020	P.T.E.A.	CLERICAL DUES	100-00-000-21224-00000	85.50
230827	10/29/2020	P.T.E.A.	CLERICAL DUES	100-00-000-21220-00000	323.00
230827	10/29/2020	P.T.E.A.	CLERICAL DUES	100-00-000-21224-00000	85.50
230828	10/29/2020	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	159.43
230828	10/29/2020	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	159.42
230829	10/29/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	55.20
230829	10/29/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	1109.70
230829	10/29/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	1388.58
230830	10/29/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	0.01
230830	10/29/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	87.00
230830	10/29/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	10.11
230830	10/29/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-00000	573.54
230830	10/29/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	36.25
230830	10/29/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-00000	21.75
230830	10/29/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	10.13
230830	10/29/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-00000	513.60
230830	10/29/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	36.25
230830	10/29/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-00000	21.75
230830	10/29/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	BASIC LIFE AD&D AND STD & LTD INSURANCE	403-10-160-54130-00000	5900.49
230831	10/29/2020	CALIF STATE CONTROLLER'S OFFICE	FY19/20 AUDIT CONFERENCE LISTING FEE	100-20-210-51100-00000	150.00
230832	11/03/2020	FOOD 4 LESS	PURCHASE FOOD FOR CARES PROGRAM	270-60-630-53100-17051	3075.60
230833	11/03/2020	TRIPLE B CORPORATION	PURCHASE FOOD FOR CARES PROGRAM	270-60-630-53100-17051	2588.50
230833	11/03/2020	TRIPLE B CORPORATION	PURCHASE FOOD FOR CARES PROGRAM	270-60-630-53100-17051	2550.50
230834	11/03/2020	ENTERPRISE FM TRUST	PURCHASE FOOD FOR CARES PROGRAM	205-30-340-58140-13029	28723.50
230834	11/03/2020	ENTERPRISE FM TRUST	LEASE OF FIVE (5) POLICE PATROL VEHICLES	402-50-590-58110-00000	20000.00
230835	11/04/2020	CALIFORNIA CLEANING & MAINTENANCE	LEASE OF FIVE (5) POLICE PATROL VEHICLES	100-60-620-53371-00000	1660.24
230835	11/04/2020	CALIFORNIA CLEANING & MAINTENANCE	JANITORIAL SERVICES FOR CITY FACILITIES	245-60-620-53371-15882	533.60
230835	11/04/2020	CALIFORNIA CLEANING & MAINTENANCE	JANITORIAL SERVICES FOR CITY FACILITIES	252-60-620-53371-00000	1660.24
230835	11/04/2020	CALIFORNIA CLEANING & MAINTENANCE	JANITORIAL SERVICES FOR CITY FACILITIES	100-60-620-53371-00000	2538.50
230835	11/04/2020	CALIFORNIA CLEANING & MAINTENANCE	JANITORIAL SERVICES FOR CITY FACILITIES	245-60-620-53371-15882	560.00
230836	11/04/2020	CALIFORNIA CLEANING & MAINTENANCE	JANITORIAL SERVICES FOR CITY FACILITIES	252-60-620-53371-00000	298.50
230836	11/04/2020	DAVID VELA	PIO SERVICES FOR AUG 2020	230-10-110-51100-11402	3250.00
230836	11/04/2020	DAVID VELA	PIO SERVICES FOR SEPT 2020	230-10-110-51100-11402	3250.00
230837	11/04/2020	DERIAN FAMILY FOODS	2020	100-60-610-53100-13801	204.07
230838	11/04/2020	NICE CLEANERS	CLEANING SERVICES FOR JAIL	100-30-310-53100-00000	80.00
230839	11/04/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	100-30-310-53100-00000	7.54
230839	11/04/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	100-30-310-53100-00000	51.78
230839	11/04/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	100-30-310-53100-00000	17.07
230840	11/04/2020	ORANGE CO SHERIFF'S DEPT	TRAFFIC COLLISION INVESTIGATION 12/07-12/11/2020	271-30-350-53200-17233	135.00
230841	11/04/2020	RAMTEK LLC	RENTAL UPS	100-30-310-53391-00000	1642.50
230842	11/04/2020	RICHARD OGAS	EDUCATION REIMBURSEMENT FOR FY 20/2021	100-30-310-53210-00000	2000.00
230843	11/04/2020	RICOH USA INC	LEASE FOR 8 RICOH COPIERS	401-10-141-58140-11502	5033.43
230844	11/04/2020	ROBERTSON INDUSTRIES INC	MAINTENANCE TOP COAT AT MORGAN PARK FOR	234-60-620-58100-16229	14127.00
230845	11/04/2020	SHI INTERNATIONAL CORP	HARD DRIVE WD40EFAFX-HARD	401-10-140-53390-00000	844.81
230846	11/04/2020	STANLEY CONVERGENT SECURITY SOLUTIONS	MAINTENANCE ON THE SECURITY SOFTWARE	100-60-620-53371-00000	132.50
230847	11/04/2020	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	100-60-630-53100-00000	124.50
230848	11/04/2020	STERICYCLE, INC.	COLLECTION OF BIOHAZARD MATERIALS	100-30-360-53100-00000	85.83
230849	11/04/2020	VALLEY COUNTY WATER DIST	14317 MORGAN ST	905-40-410-53402-14305	258.99

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
230850	11/04/2020	WAXIE SANITARY SUPPLY	PURCHASE SANITIZING SUPPLIES	100-25-299-53370-17050	922.98
230850	11/04/2020	WAXIE SANITARY SUPPLY	PURCHASE SANITIZING SUPPLIES	100-25-299-53370-17050	1606.88
230851	11/04/2020	AMERICAN RED CROSS	FIRST AID/CPR/AED	100-60-610-53100-00000	120.00
230851	11/04/2020	AMERICAN RED CROSS	FIRST AID/CPR/AED	100-60-630-53100-00000	30.00
230851	11/04/2020	AMERICAN RED CROSS	FIRST AID/CPR/AED	100-60-650-53100-00000	120.00
230851	11/04/2020	AMERICAN RED CROSS	FIRST AID/CPR/AED	100-60-660-53100-00000	60.00
230851	11/04/2020	AMERICAN RED CROSS	FIRST AID/CPR/AED	100-60-670-53100-00000	120.00
230852	11/04/2020	AT&T MOBILITY	FRAME RELAY CIRCUIT	100-30-310-53403-00000	453.75
230852	11/04/2020	AT&T MOBILITY	SERVICE FOR MOBILE DATA COMPUTERS IN PATROL	100-30-310-53403-00000	866.91
230853	11/04/2020	BPC PRINT SERVICES INC	OUTSIDE PRINTING SERVICES FOR RESTOCKING	401-10-141-53320-11502	866.83
230854	11/04/2020	CARPENTER & ROTHANS	BALDWIN PARK GENERAL MATTERS	403-10-160-54100-00000	1076.40
230855	11/04/2020	CHARTER COMMUNICATIONS	DATA CONNECTION 4 RADIO SYS 10/11-11/10/20	100-30-310-53403-00000	416.30
230856	11/04/2020	CHRISTOPHER HOFFORD	EDUCATION REIMBURSEMENT FOR FY 20/2021	100-30-310-53210-00000	1041.00
230857	11/04/2020	DD OFFICE PRODUCTS	CITYWIDE COPY PAPER	401-10-141-53100-11504	1292.10
230858	11/04/2020	DE LAGE LANDEN	MAINTENANCE FOR SHARP MXM654N COPIER	401-10-141-53371-11504	135.30
230858	11/04/2020	GILBERTO ANDRES SILVA ROSAS	LEASE PAYMENTS FOR SHARP MXM654N COPIER	401-10-141-58140-11504	247.40
230859	11/04/2020	HUFOR INC	HOME SECURITY DEPOSIT	270-60-610-51101-16063	1200.00
230860	11/04/2020	HUFOR INC	EMERGENCY REPAIRS TO PARTITION DOORS INSIDE	100-60-620-53371-00000	1326.07
230861	11/04/2020	HUFOR INC	EMERGENCY REPAIRS TO PARTITION DOORS INSIDE	252-60-620-53371-00000	1326.07
230862	11/04/2020	JOSE MIGUEL NEREY	RYAN T. FELTON CASE # 0236969993	100-00-000-21225-00000	3518.24
230863	11/04/2020	L.A. COUNTY DEPT OF ANIMAL CARE & CONTROL	AUTO SERVICE	100-60-610-51100-00000	154.75
230864	11/04/2020	LEXPOL LLC	ANIMAL CONTROL SERVICES	100-30-390-51100-13250	21663.67
230865	11/04/2020	LEXIS NEXIS	LAW ENFORCEMENT POLICY MANUAL & DAILY	100-30-310-51100-00000	12686.00
230866	11/04/2020	ANA VALDIVIA	CONTINUED UPDATES AND SUPPORT FOR SUSPECT	100-00-000-21225-00000	489.24
230867	11/04/2020	LYNDA C SALAS	DEDUCTION	100-00-000-21225-00000	346.15
230868	11/04/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	450.00
230869	11/04/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	309.69
230870	11/04/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	92.30
230871	11/04/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	617.08
230872	11/04/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	1312.15
230873	11/04/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	131.53
230874	11/04/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	523.38
230875	11/04/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	280.46
230876	11/04/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	268.61
230877	11/04/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	382.15
DFT0004293	11/02/2020	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	374.76
DFT0004293	11/02/2020	PERS-RETIREMENT	PERS ADDITIONAL RETIREE SVC CR	100-00-000-21206-00000	171.12
DFT0004293	11/02/2020	PERS-RETIREMENT	PERS REDEPOSIT	100-00-000-21206-00000	148.67
DFT0004293	11/02/2020	PERS-RETIREMENT	PERS SWORN- 344	100-00-000-21206-00000	21.78
DFT0004293	11/02/2020	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	11889.98
DFT0004293	11/02/2020	PERS-RETIREMENT	PERS SWORN 351	100-00-000-21206-00000	16978.77
DFT0004293	11/02/2020	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	15112.30
DFT0004293	11/02/2020	PERS-RETIREMENT	PERS SWORN CITY PAID - PEPPA	100-00-000-21206-00000	4766.67
DFT0004293	11/02/2020	PERS-RETIREMENT	PERS SWORN ER REG PAY	100-00-000-21256-00000	11941.52
DFT0004293	11/02/2020	PERS-RETIREMENT	PT PERS MISC CITY PAID	100-00-000-21256-00000	39601.58
DFT0004293	11/02/2020	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	467.45
DFT0004293	11/02/2020	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	23462.07
DFT0004293	11/02/2020	PERS-RETIREMENT	PERS MISC CITY PAID - PEPPA	100-00-000-21256-00000	8599.03
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS SELECT HEALTH INSURANCE	100-00-000-21210-00000	435.74
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	8507.52
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT HEALTH INSURANCE	100-00-000-21210-00000	1755.75
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM TRADITIONAL HEALTH INSURANCE	100-00-000-21210-00000	451.32
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	31790.49
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	1176.96
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	1539.79
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD TRIO	100-00-000-21210-00000	312.47

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS CHOICE HEALTH INSURANCE	100-00-000-21210-00000	1278.53
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PORAC - POLICE ONLY HEALTH INSURANCE	100-00-000-21210-00000	349.50
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HEALTH INSURANCE	100-00-000-21210-00000	937.12
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS SELECT HEALTH INSURANCE	100-00-000-21210-00000	1786.53
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	1006.59
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	8898.57
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	1222.51
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT	100-00-000-21210-00000	600.00
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS CHOICE HEALTH INSURANCE	100-00-000-21210-00000	355.15
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTHCARE HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	996.60
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	863.71
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	8507.52
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT HEALTH INSURANCE	100-00-000-21210-00000	1755.75
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM TRADITIONAL HEALTH INSURANCE	100-00-000-21210-00000	451.32
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	32654.20
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	1176.96
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	1539.79
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD TRIO	100-00-000-21210-00000	312.47
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS CHOICE HEALTH INSURANCE	100-00-000-21210-00000	1278.53
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PORAC - POLICE ONLY HEALTH INSURANCE	100-00-000-21210-00000	349.50
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HEALTH INSURANCE	100-00-000-21210-00000	937.12
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS SELECT HEALTH INSURANCE	100-00-000-21210-00000	1786.53
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	RETRO HEALTH INSURANCE PREMIUM	100-00-000-21210-00000	27.68
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	1006.59
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	2990.87
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	1222.51
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT	100-00-000-21210-00000	600.00
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS CHOICE HEALTH INSURANCE	100-00-000-21210-00000	355.15
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTHCARE HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004329	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	RETIRED PREMIUM	100-25-299-50223-00000	76915.34
Edison1020	11/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ACTIVE & RETIRED ADMIN FEE	100-25-299-50220-00000	537.35
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Public Building -3821 Bogart A	100-60-620-53401-00000	4604.80
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Public Building - 14403 Pacific - ARC	100-60-620-53401-00000	4007.87
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Park Buildings Citywide	100-60-620-53401-00000	284.86
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Public Buildings	100-60-620-53401-00000	24026.37
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Public Building -3821 Bogart B	100-60-620-53401-00000	13.13
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Puente/SB Freeway	240-50-551-53401-15705	31.93
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Park N' Ride	245-50-530-53401-15535	117.27
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights 13911 1/2 LA St.	251-50-530-53401-00000	47.26
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights 14006 1/2 LA St.	251-50-530-53401-00000	47.93
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights -3035 1/2 BP Blvd.	251-50-530-53401-00000	51.72
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights - 14552 1/2 Ohio St.	251-50-530-53401-00000	50.46
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights -12990 Athol St.	251-50-530-53401-00000	8.14
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights - 13543 1/2 LA St.	251-50-530-53401-00000	45.08
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Sprinkler - 13928 1/4 Ramona	251-50-530-53401-00000	13.45
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Traffic Lights Citywide	251-50-530-53401-00000	3537.40
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Sprinkler - 12670 Ramona Blvd.	251-50-530-53401-00000	251.34
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Traffic Lights - 13307 LA St.	251-50-530-53401-00000	73.51
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Traffic Lights -14104 LA St.	251-50-530-53401-00000	57.10
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Traffic Lights - 14204 Ohio St.	251-50-530-53401-00000	57.82
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights Citywide	251-50-530-53401-00000	40574.82
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Sprinklers Citywide	251-50-560-53401-00000	400.99
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Park Building - 4100 BP Blvd.	252-60-620-53401-00000	10786.77

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
Edison1020	10/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Housing McNeil Manor	905-40-410-53401-14305	148.79
Grand Total: \$					728,552.09

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
DATE: November 18, 2020
SUBJECT: Treasurer's Report – September 2020

SUMMARY

Attached is the Treasurer's Report for the month of September 2020. 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 2020.

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
9/30/2020

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	0.685%	Varies	Varies	\$ 26,959,841.40	\$ 26,959,841.40	\$ 26,959,841.40	\$ 26,959,841.40
Housing Authority	0.685%	Varies	Varies	14,027.67	14,027.67	14,027.67	14,027.67
				26,973,869.07	26,973,869.07	26,973,869.07	26,973,869.07
<u>Certificate of Deposit</u>							
Citibank National Association (Mutual Securities)	2.65%	1/25/2019	1/25/2021	250,000.00	250,000.00	250,000.00	252,102.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	251,705.00
				500,000.00	500,000.00	500,000.00	503,807.50
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,746,490.47	6,746,490.47	6,746,490.47	6,746,490.47
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	9.64	9.64	9.64	9.64
				6,746,500.11	6,746,500.11	6,746,500.11	6,746,500.11
Total Investments						\$ 34,220,369.18	
<u>Cash with Bank of the West</u>							
City Checking						2,526,092.14	
Money Market Plus						133,668.22	
City Miscellaneous Cash						112,927.94	
Successor Agency						1,579.76	
Housing Authority						336,706.40	
Financing Authority						11,700.00	
Total Cash with Bank of the West						3,122,674.46	
Investment Brokerage Capital Reserves (Dividend Option Cash)						3,823.40	
Total Cash and Investments						\$ 37,346,867.04	

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

* There was no investment maturity/purchase transactions made for the month of September 2020 and several deposits/withdrawals were made through the Local Agency Investment Fund.

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

Approved by:


Rose Tam
Director of Finance

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Shannon Yauchzee, Chief Executive Officer
Laura J. Thomas, Human Resources & Risk Manager
DATE: November 18, 2020
SUBJECT: Claim Rejection

SUMMARY

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

RECOMMENDATION

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

State Farm ASO Claimant alleges property damage
Tony Hernandez

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

FISCAL IMPACT

Fiscal impact is unknown at this time.

BACKGROUND

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

LEGAL REVIEW

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

ALTERNATIVES

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

ATTACHMENTS

None

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Laura Thomas, HR/Risk Manager
DATE: November 18, 2020
SUBJECT: Adopt a Resolution to Amend a Post-Employment Health Plan for Public Employees (PEHP) for the City of Baldwin Park

SUMMARY

City Council approved Resolution 2016-149 and Resolution 2018-224 adopting and amending the employee funded Post Employment Health Plan for Public Employees (PEHP) for the City of Baldwin Park on behalf of the Chief Executive Officer (CEO). This action is a follow-up to the City Council's actions amending the amounts contributed by the Employee. There is no contribution by the City.

RECOMMENDATION

It is recommended that the City Council approve Resolution 2020-056 amending a Post-Employment Health Plan with the plan with the Plan Sponsor, Nationwide Retirement Solutions, Inc.

FISCAL IMPACT

There is no fiscal impact to the City of Baldwin Park associated with this item. All contributions to the plan will be made by the employee and no contributions will be made by the City.

BACKGROUND

Per the City Council's direction on August 17, 2016 to pass a resolution to set up a Post-Employment Health Plan for the City of Baldwin Park, staff collaborated with Nationwide Retirement Solutions, Inc. to set up such a program. PEHP is an employee benefit to help pre-fund the future cost of health care expenses for former and retiring employees, their spouse and their dependents with tax-free dollars. The employer has also authorized to allow the employee to contribute other types of payouts employees would normally receive in the form of a cash payment (e.g., unused vacation leave) upon separation from the City. The only change to the plan at this time is the amount of the employees accrued vacation leave contributed to this plan changes from 50% to 80%.

The plan set up with the City of Baldwin Park is comprised exclusively of employee contributions. There will be no contributions made by the City to the program.

ALTERNATIVES

There is no reason not to approve this amendment as all contributions are made by the employee.

LEGAL REVIEW

Not required.

ATTACHMENTS

1. Resolution No. 2020-056

RESOLUTION NO. 2020-056

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BALDWIN PARK APPROVING THE AMENDMENT OF A POST
EMPLOYMENT HEALTH PLAN (PEHP)**

**IN THE MATTER of adopting the Post Employment Health Plan for Public
Employees (PEHP) for the Employees of the City of Baldwin Park:**

WHEREAS, a Post Employment Health Plan for Public Employees has been established for eligible public employees, pursuant to section 501(c)(9) of the Internal Revenue Code permitting such plans; and

WHEREAS, the Plan may be funded with Employer contributions, mandatory Eligible Employee contributions or combination of both on behalf of the eligible employee in a manner permitted under the Plan; and

WHEREAS, the City is not making any contributions to this plan;

WHEREAS, under the PEHP program, Nationwide Retirement Solutions (NRS), Inc., will provide administrative services in exchange for a fee as agreed upon by the Employer and NRS;

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

Section 1. The City Council of the City of Baldwin Park, meeting in a regularly scheduled session, hereby adopts this PEHP program on behalf of the Chief Executive Officer/City Manager of the City of Baldwin Park to be funded by Mandatory Employee Contribution of \$600.00 twenty-four (24) times per year and, upon separation, 80% of any remaining vacation pay.

Section 2. The officers and employers of the City of Baldwin Park are hereby authorized to execute, on behalf of the eligible employees of the Employer, a participation agreement with NRS, authorizing NRS to act as the Administrator of the Plan and the agent for the Employer, and other such agreements and contracts as are necessary to implement the changes.

PASSED, APPROVED, AND ADOPTED this 18th day of November 2020.

MANUEL LOZANO
MAYOR

ATTEST:

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

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing Resolution No. 2020-056 was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on November 18, 2020 and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Lourdes Morales
CHIEF DEPUTY CITY CLERK

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Shannon Yauchzee, CEO
DATE: November 18, 2020
SUBJECT: Update on the State Controllers Report Action Items

SUMMARY

This provides the City Council an ongoing update and follow up on action items from the State Controllers report.

RECOMMENDATION

Staff recommends that Council receive and file this informational report.

FISCAL IMPACT

There are no fiscal impacts.

BACKGROUND

The City of Baldwin Park responded to comments by the State Controller's Office. Out of eleven (11) comments all but three (3) had been resolved by policy or procedures already in place or no action was required. Of the three (3) remaining items, item 2 is now resolved as Public Works has resumed quarterly reports. Items 3 and 6 have been updated with timelines to bring back updated personnel rules and purchasing ordinance to City Council for review. Staff will continue to monitor these items and bring back updates as needed.

ALTERNATIVES

There are no alternatives the report is informational only.

LEGAL REVIEW

None is required.

Attachment

1. SCO Matrix

SCO Review Matrix Follow Up

Finding	Follow up	Comments
Item 1: Expenditures of over \$500,000 on an engineering project (Civic Center Park) that was discontinued.	No Further Action required.	
Item 2: Oversight for on-call service accounts	The City Council will be provided quarterly reports pertaining to Capital projects and on-call services. Quarterly reports are ongoing. No Further action required.	Public Works has resumed Quarterly Reports.
Item 3: Competitive procurement process for service contracts. Recommendation to comply with its Municipal Code pertaining to competitive procurement; and Adopt a strict policy pertaining to sole-source vendors to ensure that requirements to use a competitive procurement process are not circumvented.	No Further Action – The City is already enforcing a strict policy pertaining to sole source vendors. We recommend the City amend and update its Municipal Code pertaining to competitive procurement of professional services.	FIN to research alternative purchasing codes for professional services. Draft by October, to City Council study session by November 2020 and adoption in December.
Item 4: Possible inflation of a city official's pension. The SCO quotes a State Law that limits employee increases	Staff will consult PERS again in regards to the government code quoted. Completed, no further action required.	HR to contact PERS by the end of July 2020. Update 7-29-2020 CalPERS confirmed that the city did not do anything wrong and that we were in compliance with their rules, laws and regulations.
Item 5: Absence of a \$3.4 million contract in budget	None, a procedure has already been put in place to ensure that all capital project and new appropriations approved during the year will be added as amended budget items.	
Finding	Follow up	Comments
Item 6: Outdated accounting and personnel	The City will continue to update policies and manuals and disseminate the	This is an ongoing process with FIN. HR to update personnel rules. The

manuals.	information.	timeline to update the personnel rules is to research and redline changes by October 2020. Meet and Confer with the unions in November to December 2020. City Council approval January or February 2021.
Item 7: Need to improve segregation of duties for check handling	Nothing Further – The City has already implemented new procedures and updated policies.	
Item 8: Lack of itemized receipts for city-issued credit card purchases	Nothing Further – The City has already implemented these procedures and updated policies.	
Item 9: Lack of timely bank reconciliations	Nothing Further – The City has already implemented new procedures and updated policies.	
Item 10: Lack of annual employee performance evaluations	No Further Action – We concur that evaluations should be done in a timely manner. Reports are now sent to Directors quarterly indicating to them which evaluations are outstanding.	
Item 11: Lack of Control over purchase approvals	No Further Action Required – We have already put into place internal controls to properly monitor adherence to the City policies requiring pre-authorization of purchases; and ensure that City employees follow purchasing policy and requirements.	

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: November 18, 2020
SUBJECT: Adoption of Resolution No. 2020-057, "A Resolution of the City Council of the City of Baldwin Park, California, Adopting the Amended Fee Schedule for Solid Waste Collection and Recycling Services, to Reflect Consumer Price Index (CPI) Increases for Fiscal Year 2020-2021"

SUMMARY

This report requests that the City Council consider adoption of Resolution No. 2020-057, adopting the amended fee schedule for Solid Waste Collection and Recycling Services per contractual annual rate adjustments to reflect Consumer Price Index (CPI) increases. Pursuant to the terms of the existing agreement, Waste Management, Inc. (WM) has submitted a request for rate adjustments to all customers based on increases in the CPI. This year the CPI adjustment is the only proposed change to the fee schedule, there are no other fees being considered. A Public Hearing was held on August 5, 2020 for the purpose of considering public testimony regarding the proposed change of fees for solid waste services and therefore meeting compliance with Proposition 218.

RECOMMENDATION

It is recommended that the City Council:

1. Adopt Resolution No. 2020-057 "A Resolution of the City Council of the City of Baldwin Park, California, Adopting the Amended Fee Schedule for Solid Waste Collection and Recycling Services to reflect Consumer Price Index (CPI) Increases for Fiscal Year 2020-2021."

FISCAL IMPACT

Revenue increases in franchise fees for the annual rate increase, based on CPI, will mirror the change in CPI.

BACKGROUND

On September 4, 2013, the City Council authorized the execution of a ten-year Franchise Agreement with Waste Management, Inc. to provide exclusive collection of residential refuse and disposal of solid waste. On September 3, 2014, City Council adopted Resolution No. 2014-031 establishing annual increases based on the Consumer Price Index (CPI), for all residential, commercial, industrial and multifamily residential customers through July 1, 2019. On August 3, 2016, the City Council adopted Resolution No. 2016-141 approving various new fees and continuing the annual increases based on the CPI through, and inclusive of, July 1, 2019. On August 5, 2020 the City Council held a Public Hearing to consider public testimony regarding the proposed rate increase by Waste Management for solid waste refuse services for the fiscal year 2020-2021.

DISCUSSION

In compliance with the Franchise Agreement, Waste Management, Inc. has submitted an annual rate increase equal to the percentage increase in the Consumer Price Index (CPI). The Franchise Agreement with Waste Management allows for an annual review of the commercial and residential refuse rates and an adjustment based on the CPI. The formula allows for 100% of the average increase between the CPI for Garbage and Trash Collection U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics. This proposed annual adjustment to all rates, fees and charges will take effect on July 1, 2020 and the increase will be retroactive to this date. The proposed annual adjustment will be no more than 5% as is specified in the Franchise Agreement. Any percentage increase that exceeds the annual 5% cap will be carried forward to the next year and added to future rate increases. This year the CPI increase is 3.22%.

The terms of the Franchise Agreement require that certain increases receive City Council approval. Further, the Franchise Agreement also requires that all changes to fees for solid waste services must be compliant with Proposition 218 which requires that a public hearing be held to consider all public testimony and protest regarding the proposed changes. The public hearing for this increase request was held on August 5, 2020. Over 11,000 Public Hearing notices were sent out to customers affected by the increase and the notice was posted at City Hall and on the City's website as well. The City received two (2) letters and three (3) emails all in opposition of the increase. Additionally, nine (9) public testimony were heard during the public hearing. If approved, the increase this year will be retroactive to July 1, 2020, and will go into effect in the next available service billing.

A senior citizens discount will continue to be offered to certain single-family accounts where the head of household is sixty (60) years or older.

ENVIRONMENTAL REVIEW

None required.

ALTERNATIVES

The City Council may choose:

1. Concerning the annual CPI rate increase – If, after exercising its powers reasonably and in good faith, the City Council chooses to not implement the rate increases contained in the Franchise Agreement and requested by the Franchisee, the Franchisee has 60 days after rejection to request that the City negotiate reductions in programs, service and fees to compensate the Franchisee for the negative and material impact that the disapproval has on the Franchisee's business operations.
2. Provide staff with alternative direction.

LEGAL REVIEW

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

ATTACHMENTS

1. Resolution No. 2020-057

RESOLUTION NO. 2020-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, ADOPTING THE AMENDED FEE SCHEDULE FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES, TO REFLECT CONSUMER PRICE INDEX INCREASES

WHEREAS, Proposition 218 requires the City to conduct a hearing not less than forty-five (45) days after mailing a notice of proposed property related fee increases to those upon which the fees will be imposed;

WHEREAS, a duly noticed public hearing regarding the proposed increase to fees for solid waste service was conducted on August 5, 2020 at 7:00 pm in the City Council Chambers;

WHEREAS, Proposition 218 requires that the City shall not impose the proposed fee if written protests against the proposed fee are presented by a majority of record owners of identified parcels;

WHEREAS, written protests regarding the proposed solid waste collection fee increases were accepted from the public and considered before the close of the public hearing;

WHEREAS, a tally of the written protest against the proposed solid waste fee increases shows less than a majority of accounts have submitted written protests against the proposed solid waste fee increases;

NOW THEREFORE, IT IS HEARBY RESOLVED AS FOLLOWS:

SECTION 1. Annual Rate Increases: Beginning July 1, 2020, and continuing through June 30, 2021, all rates, fees and charges for all residential, commercial and multifamily accounts shall be adjusted by the percentage increase in the Consumer Price Index, CUSR0000SEHG02 CPI-U Garbage and Trash Collection, US City Average, not seasonally adjusted.

SECTION 2. Annual Rate Increase Cap: With respect to any annual rate increase, the amount of the annual adjustment shall not exceed five percent (5%) for any fiscal year. Any percentage increase calculated pursuant to Section 1 which exceed the annual cap of five (5%) for any fiscal year shall be carried forward and added to future percentage rate increases; provided, however, that the total increase for any future fiscal year is not more than the annual rate cap for that year.

SECTION 3. This year the CPI increase is 3.22% beginning July 1, 2020.

PASSED, APPROVED, AND ADOPTED this 18th day of November 2020.

MANUEL LOZANO
MAYOR

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

} SS:

I, Lourdes Morales, City Clerk of the City of Baldwin Park do hereby certify that the foregoing Resolution No. 2020-057 was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on November 18, 2020 and that the same was adopted by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

JEAN M. AYALA
CITY CLERK

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: November 18, 2020
SUBJECT: Accept Plans and Specifications and Authorize Publishing of a Notice Inviting Bids for City Project No's CIP20-131 – Landscape Improvements Project at Ramona Boulevard CNG Station Site

SUMMARY

This item will authorize the publishing of a Notice Inviting Bids for the Landscape Improvements Project at Ramona Boulevard CNG station site at the corner of Ramona Boulevard and Badillo Street, City Project No's CIP20-131. The project work consists of the installation of landscape, hardscape and irrigation at the corner of Ramona Boulevard and Badillo Street. The Project will include removal of existing landscaping and irrigation, planting new trees and shrubs, construction of decomposed granite pathways, river rock dry stream beds, cobble rock set in concrete, boulders, installation of new irrigation systems and all appurtenant work per the plans and specifications.

RECOMMENDATION

It is Staff's recommendation that the City Council:

1. Approve the plans and specifications for the Landscape Improvements Project at Ramona Boulevard CNG station site; and
2. Authorize Staff to advertise a Notice Inviting Bids.

FISCAL IMPACT

There is no impact the General Fund. This project is part of the approved FY2020-21 Capital Improvement Program approved by the City Council on July 15, 2020. Upon review of received bids, staff will bring back the project for City Council consideration for approval of award of contract.

BACKGROUND

On November 4, 2015, the City of Baldwin Park adopted Ordinance No. 1379 adding language of the City's Municipal Code relating to water efficient landscaping consistent to meet the State's mandate to regulate water efficient landscaping and irrigation systems in accordance with AB 1881, adopted in 2009.

As the construction of the CNG station near completion and ready to be operational, the aesthetics will play a large part of the success of the project which builds upon the landscaping design elements already in place in the various center medians along major corridors. While the reduction in water use is an important component of this work, it is important that the landscape design create a sense of place and establish a brand for the City of Baldwin Park. The designs should also inspire the community to remove turf and replace it with low water/low maintenance landscaping.

DISCUSSION

The goal of the project is to create a distinctive landscape at the Ramona Boulevard CNG station site and to be recognized as a community of a well-planned and aesthetically pleasing physical environment. The project will construct landscape enhancements including but not limited to removal of existing landscaping and irrigation, planting new trees and shrubs, construction of decomposed

granite pathways, river rock dry stream beds, cobble rock set in concrete, accent boulders, installation of new irrigation systems and all appurtenant work per the plans and specifications.

ALTERNATIVES

1. The City Council may choose not to authorize the Notice Inviting Bids for Landscape Improvements Project at Ramona Boulevard CNG station site at the corner of Ramona Boulevard and Badillo Street, City Project No's CIP20-131, and task staff to re-purpose the funds. This action is not recommended as this action will delay the work.
2. Provide Staff with alternate direction.

ENVIRONMENTAL REVIEW

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

LEGAL REVIEW

None Required

ATTACHMENTS

1. Notice Inviting Bids

Section A
NOTICE INVITING SEALED BIDS

CITY PROJECT NO. CIP 20-131– LANDSCAPE IMPROVEMENTS– RAMONA CNG STATION SITE

PUBLIC NOTICE IS HEREBY GIVEN that the City of Baldwin Park invites sealed bids for the above-stated project and will receive such bids in the offices of the City Clerk, **14403 East Pacific Avenue, Baldwin Park, California 91706**, until **10:00 A.M., Wednesday, December 16, 2020** at which time the proposals will be publicly opened and read. Bidders and/or authorized agents are invited to listen to this broadcasting channel https://www.youtube.com/channel/UCFLZ0_dDFRjy59rhiDZ13Fg/featured?view_as=subscriber. All information submitted with the bid is public information and may be subject to disclosure.

Project Description – The general nature of work consists of furnishing all labor, material, equipment, services and incidentals required for landscape, hardscape and irrigation for the project. Improvements include removal of existing landscaping and irrigation, planting new trees and shrubs, construction of decomposed granite pathways, river rock dry stream beds, installation of new irrigation systems and other improvements and related work as shown on plans. Related work includes traffic control, construction surveying and staking, erosion control and BMPs, and all appurtenant work. The bid items, corresponding estimated quantities, and the time allowed to complete the work are listed in the Proposal. The descriptions of bid items are defined in the Technical Provisions Section.

Proposals – Bids shall be sealed and plainly marked “**Sealed Bid for BID CITY PROJECT NO. CIP 20-131.**” Bids must be prepared using the Contractor’s Bid Proposal forms and all the other forms identified in the Instructions to Bidders. The forms required to complete a bid package are found in Section “C” of these Contract Documents. No bids will be accepted if not submitted using the approved forms. The Information to Bidders provides prospective bidders a summary of requirements for acceptance of bids, guidelines that the City uses in awarding contracts, rules to ensure fairness in contractor procurement and guidelines to aid in interpretation of documents. The Construction Contract / Agreement defines the Contract Documents which serve to control construction, work performed, and materials furnished, and includes the Specifications and Plans.

Plans and Specifications Documents – Specifications and proposal forms may be obtained at the Engineering Division office located at 14403 East Pacific Avenue, Baldwin Park, CA 91706, (626) 960-4011 on and after **November 26, 2020** Monday through Thursday between the hours of 7:30 A.M. and 6:00 P.M. A **\$35.00** per set, non-refundable fee is required for these specifications and proposal forms. An additional **\$10.00** is added to the fee, if mailed. Alternatively, electronic versions of the specifications and proposal forms can be obtained on the City’s website by clicking on “Bid Portal” under the “Public Works” tab. The project **Quest CDN eBidDoc #7404603**

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

City Business License, Contractors License and Permit – Prior to contract execution, the contractor and his/her subcontractors shall obtain a City of Baldwin Park business license. In accordance with provisions of Section 3300 of the California Public Contract Code, the City has determined that the Contractor shall possess a valid **Class A California Contractor's License** or other appropriate license classification under the State Contracting Code at the time the contract is bid. Failure to possess such license may render the bid

non-responsive. The successful bidder will be required to obtain a City encroachment permit to work in public right-of-way, issued at no fee for the project.

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

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

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

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

Advertising Dates:

SAN GABRIEL VALLEY EXAMINER:

Thursday, November 26, 2020

Thursday, December 03, 2020

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Sam Gutierrez, Director of Public Works
Manuel Carrillo, Director of Recreation and Community Services

DATE: November 18, 2020

SUBJECT: Authorize Purchase Orders and Expenditures at The Home Depot Center from Approved Fiscal Year 2020-21 Funds for Materials and Supplies in Various Maintenance and Operations Cost Centers Within the Departments of Public Works and Recreation and Community Services

SUMMARY

This item seeks City Council authorization to expend approved funds for materials and supplies for various maintenance and operations cost centers within street, park and facility maintenance divisions of the Departments of Public Works and Recreation and Community Services. Although, the funds for the expenditures were approved and budgeted in the City's FY2020-21 Operations Budget, the cumulative total amount for the expenditures exceed the yearly spending limitations for a single vendor as set by the City's purchasing policy. The selected vendor, Home Depot, provided the lowest cost on various items prioritized by each of the department's divisions. Approval of this item will authorize various purchase orders necessary for much needed materials and supplies through June 30, 2021.

RECOMMENDATION

It is recommended that the City Council:

1. Authorize the expenditure of approved funds in the amount not-to-exceed \$63,700 for purchase of materials and supplies from the Home Depot through June 30, 2021; and
2. Authorize the Director of Finance to make the necessary budget transfers and adjustments; and
3. Authorize the Public Works and Recreation and Community Services Directors to prepare and process the necessary purchase order requisitions.

FISCAL IMPACT

There is no impact to the General Fund. The funds for the expenditures were approved in the City's FY 2020-21 Operations budget. Purchase Orders and expenditures will total in the not-to-exceed amount of \$63,700, as follows:

Department		Amount
Public Works	Materials and Supplies (requisitions attached)	\$29,200.00
Recreation and Community Services	Materials and Supplies (requisitions attached)	\$32,500.00
Total Appropriation		\$63,700.00

BACKGROUND

The Department of Public Works Maintenance Division is comprised of 9 different crews. The crews include Streets, Parks, Street Landscape, Traffic control/ Signal, Graffiti, and Fleet. The Department of Recreation and Community Services, oversees the Facility Maintenance Division, which maintains all city-owned facilities including, City Hall, Transit Center, Morgan Park Community Center and the Senior Center, among others. The Divisions perform variety of tasks including but not limited to repair of park amenities, maintenance of sports fields, street and park lighting and landscape, painting of pavement

markings, inspections of city trees, illegal dump and bulky item pickups, maintenance of city vehicles, graffiti removal, variety of street repairs, and other duties.

DISCUSSION

Approval of this item will authorize various purchase orders necessary for much needed materials and supplies through June 30, 2021. The funds available were approved by the City Council as part of the current fiscal year's budget. Since, the cumulative total amount for the expenditures exceed the yearly spending limitations for a single vendor, staff is required to obtain City Council approval in order to be in compliance with the City's purchasing policy. The total amounts requested were determined based on averages of previous years and on the amount of available funds in the respective cost centers. The selected vendor, Home Depot, provided the lowest cost on various items prioritized by each of the department's divisions. The Home Depot Center in Baldwin Park is located at 3200 Puente Avenue and over the years has been providing the necessary tools, landscape supplies, lumber, irrigation parts, plumbing supplies, and electrical components in order for staff to complete maintenance work. Their prices are very competitive, and they offer additional services such as delivery, rental tools, and online shopping which makes it convenient when working on urgent maintenance items. This convenience allows the City's maintenance divisions to be efficient and highly responsive. In situations where staff cannot pick up certain items, they will deliver, and during emergency the location is optimal to pick up last-minute material or supplies.

ENVIRONMENTAL REVIEW

None

ALTERNATIVES

The City Council may choose:

1. The City Council may choose not to approve this item and have staff present purchase orders and expenditure request for City Council approval as needed; however, this action may have a negative impact to maintenance operations in terms of delays and responsiveness to unforeseen situations that may arise; or
2. City Council may direct staff with a desired alternative.

LEGAL REVIEW

Not required

ATTACHMENTS

1. Purchase Order Requisitions

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

Date: 08/24/20 **Vendor:** Home Depot **P.O. #:** _____
Requisition #: _____ **Address:** 3200 Puente Avenue **Vendor #:** _____
Date Required: _____ Baldwin Park, CA 917016 **Order Date:** _____
Phone #: 626) 813-7131 **Fax #:** _____

ANNUAL PURCHASE ORDER FY 2020/21

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Annual Purchase Order for service for material and supplies	251-50-560-53100-00000		4,000.00
			Quote based on:			
			PVC schedule 40 3/4 in 10ft PVD pipe			
			90 degree 5c5 3/4			
			3/4 tees 5x5			
			3/4 socket cap			
			Husky 27ft x 2 Ratchet tie down with J hook			
			Husky variety screw driver set 6 pieces			
			O-cedar power corner large broom with dust pan			
					Subtotal:	4,000.00
					Tax:	
					Shipping:	
					Total:	4,000.00

Please provide justification for purchase below:

Material and supplies for any street landscape, tree maintenance, and/or pesticide applicaton.

Purchases exceeding \$2,500 require three quotes. Please provide the information requested below. Justification required for Sole Source.

Method: ☐ Telephone ☐ Email ☒ Internet ☐ Other (Please provide explanation): _____	Vendors: Home Depot Lowes Grainger	Phone # or Web Address: Homedepot.com Lowes.com Grainger.com	Contact Person or Email: 	Quotes: \$ 44.85 \$ 62.93 \$ 156.64
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Name of employee who obtained / received quotes: Fernando Granados

Revised 6-27-2019	Division Head Approval: _____
	Department Head Approval: _____ (\$10,001.00 - \$24,999.99 Requires CEO Approval)
	CEO Approval: _____ (Over \$24,999.99 Requires City Council Approval)

CITY OF BALDWIN PARK

PURCHASE REQUISITION

Date: <u>08/24/20</u>	Vendor: <u>Home Depot</u>	P.O. #: <u></u>
Requisition #: <u></u>	Address: <u>3200 Puente Ave</u>	Vendor #: <u></u>
Date Required: <u></u>	<u>Baldwin Park, CA 91706</u>	Order Date: <u></u>
	Phone #: <u>626-813-7131</u> Fax #: <u></u>	

ANNUAL PURCHASE ORDER FY 2020/21

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
				240.50.550.53100.15705		10,000.00
			Quote based on steel hammer, 20 (oz) head weight, gorilla tape 2.88" x 90ft			
			wire THHN 6AWG 500ft roll. Zip ties 11", 100 pack, wire nuts 76lb 100 pack,			
			3/8-in x 1-1/4-in zinc plated hex bolt			
					Subtotal:	10,000.00
					Tax:	
					Shipping:	
					Total:	10,000.00

Please provide justification for purchase below:

Material and supplies used for maintenance of traffic signs and signals city-wide. In addition, materials are to make repairs and for new installs of traffic control devices.

Purchases exceeding \$2,500 require three quotes. Please provide the information requested below. Justification required for Sole Source.

<u>Method:</u>		<u>Vendors:</u>	<u>Phone # or Web Address:</u>	<u>Contact Person or Email:</u>	<u>Quotes:</u>
☐	Telephone	Home Depot	Home Depot .com		\$ 300.53
☐	Email	Lowe's	Lowe's .com		\$ 319.42
☒	Internet	Grainger	Grainger.com		\$ 400.20
☐	Other (Please provide explanation):				

Name of employee who obtained / received quotes: Fernando Rubio

Division Head Approval:

Department Head Approval:
(\$10,001.00 - \$24,999.99 Requires CEO Approval)

CEO Approval:
(Over \$24,999.99 Requires City Council Approval)

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

Date: 08/24/20 **Vendor:** Home Depot **P.O. #:** _____
Requisition #: _____ **Address:** 3200 Puente Avenue **Vendor #:** _____
Date Required: _____ Baldwin Park, CA 91706 **Order Date:** _____
Phone #: 626) 813-7131 **Fax #:** _____

ANNUAL PURCHASE ORDER FY 2020/21

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Annual Purchase Order for specialized spray paints and colored paints	254.50.570.53100.14885		6,000.00
			Quote based on:			
			Kiiz Primer			
			1 Gallon Paint			
			5 Gallon Paint			
					Subtotal:	6,000.00
					Tax:	
					Shipping:	
					Total:	6,000.00

Please provide justification for purchase below:

Required to purchase paint and related supplies utilized in the Graffiti Abatement Program

Purchases exceeding \$2,500 require three quotes. Please provide the information requested below. Justification required for Sole Source.

Method:	Vendors:	Phone # or Web Address:	Contact Person or Email:	Quotes:
☒ Telephone	Home Depot	626) 813-7131	Roger	\$ 105.94
☐ Email	Bill Rights Paint	626) 917-9350	Israel	\$ 189.96
☐ Internet	Dunn-Edward Paints	626) 966-3625	Alonso	\$ 165.38
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes: Ralph Pena

Revised 6-27-2019	Division Head Approval: _____
	Department Head Approval: _____ (\$10,001.00 - \$24,999.99 Requires CEO Approval)
	CEO Approval: _____ (Over \$24,999.99 Requires City Council Approval)

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

Date: 08/24/20 **Vendor:** Home Depot **P.O. #:** _____
Requisition #: _____ **Address:** 3200 Puente Ave **Vendor #:** _____
Date Required: _____ Baldwin Park, CA 91706 **Order Date:** _____
Phone #: 626-813-7131 **Fax #:** _____

ANNUAL PURCHASE ORDER FY 2020/21

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Annual Purchase Order for miscellaneous supplies	240.50.551.53100.15705		4,000.00
			Quote Based on : Home Depot Lowe's Ace			
			PVC SCH 40 Elbow \$1.86 \$2.09 \$1.69			
			Trenching shovel steel \$28.96 \$29.98 \$31.99			
			Steel rake \$28.98 \$61.05 \$68.67			
			TOTAL \$59.80 \$61.05 \$68.67			
					Subtotal:	4,000.00
					Tax:	
					Shipping:	
					Total:	4,000.00

Please provide justification for purchase below:

Material and supplies used for maintenance regarding streets, sidewalks and any bulky item program related tasks.

Purchases exceeding \$2,500 require three quotes. Please provide the information requested below. Justification required for Sole Source.

Method:	Vendors:	Phone # or Web Address:	Contact Person or Email:	Quotes:
☐ Telephone	Home Depot	626) 480-7404	Email	\$59.80
☐ Email	Lowe's	626) 756-3028	Email	\$61.05
☒ Internet	Ace	626) 960-4802	Email	\$68.67
☐ Other (Please provide explanation): _____				

Name of employee who obtained / received quotes: Humberto Bravo

Revised 6-27-2019	Division Head Approval:	_____
	Department Head Approval:	_____
	(\$10,001.00 - \$24,999.99 Requires CEO Approval)	_____
	CEO Approval:	_____
	(Over \$24,999.99 Requires City Council Approval)	_____

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

Date: 08/24/20 **Vendor:** Home Depot **P.O. #:** _____
Requisition #: _____ **Address:** 3200 Puente Ave **Vendor #:** _____
Date Required: _____ Baldwin Park, CA 91706 **Order Date:** _____
Phone #: 626-813-7131 **Fax #:** _____

ANNUAL PURCHASE ORDER FY 2020/21

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Annual Purchase Order for miscellaneous supplies	251.50.560.53100.00000		2,500.00
			Quote based on 50lbs Quikrete, 2"x4"x 12ft treated lumber, Gorilla Tape 2.88"x 90ft,			
			Red Head 15 Pack 3"x3/8-in Sleeve Anchors and 15/32 Sanded Plywood 4'x8'			
			Ace Website didn't offer 15/32 Sanded Plywood 4'x8'		Subtotal:	2,500.00
					Tax:	
					Shipping:	
					Total:	2,500.00

Please provide justification for purchase below:

Material and supplies to purchase much needed supplies relating to park maintenance: litter control, PPE, restroom maintenance, irrigation repairs, and landscape duties.

Purchases exceeding \$2,500 require three quotes. Please provide the information requested below. Justification required for Sole Source.

Method: ☐ Telephone ☐ Email ☒ Internet ☐ Other (Please provide explanation): _____	Vendors: Home Depot Lowe's Ace	Phone # or Web Address: Home Depot .com Lowe's .com Ace .com	Contact Person or Email: 	Quotes: \$65.74 \$72.06 \$63.56 - One less
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Name of employee who obtained / received quotes: George Martinez

Revised 6-27-2019	Division Head Approval: _____
	Department Head Approval: _____ (\$10,001.00 - \$24,999.99 Requires CEO Approval)
	CEO Approval: _____ (Over \$24,999.99 Requires City Council Approval)

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

Date: 08/24/20 **Vendor:** Home Depot **P.O. #:** _____
Requisition #: _____ **Address:** 3200 Puente Ave **Vendor #:** _____
Date Required: _____ Baldwin Park, CA 91706 **Order Date:** _____
Phone #: 626-813-7131 **Fax #:** _____

ANNUAL PURCHASE ORDER FY 2020/21

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Annual Purchase Order for miscellaneous supplies	251.50.571.53100.00000		2,500.00
			Quote based on 50lbs Quikrete, 2"x4"x 12ft treated lumber, Gorilla Tape 2.88"x 90ft,			
			Red Head 15 Pack 3"x3/8-in Sleeve Anchors and 15/32 Sanded Plywood 4'x8'			
			Ace Website didn't offer 15/32 Sanded Plywood 4'x8'		Subtotal:	2,500.00
					Tax:	
					Shipping:	
					Total:	2,500.00

Please provide justification for purchase below:

Material and supplies used for maintenance of landscaped areas and provideing PPE to Court referral program.

Purchases exceeding \$2,500 require three quotes. Please provide the information requested below. Justification required for Sole Source.

Method:	Vendors:	Phone # or Web Address:	Contact Person or Email:	Quotes:
☐ Telephone	Home Depot	Home Depot .com		\$65.74
☐ Email	Lowe's	Lowe's .com		\$72.06
☒ Internet	Ace	Ace .com		\$63.56 - One less
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes: Mario Medina

Revised 6-27-2019	Division Head Approval: _____
	Department Head Approval: _____ (\$10,001.00 - \$24,999.99 Requires CEO Approval)
	CEO Approval: _____ (Over \$24,999.99 Requires City Council Approval)

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

Date: 11/12/2020 **Vendor:** Home Depot Credit Services Dept. 32-2504023262 **P.O. #:** _____
Requisition #: _____ **Address:** PO Box 78047 **Vendor #:** _____
Date Required: _____ Phoenix, AZ 85062-8047 **Order Date:** _____
Phone #: 888-454-5016 **Fax #:** _____

Item	Qty	Unit	Catalog/Item No./Description				Account No.	Unit Price	Total Amount
			Annual Purchase Order for miscellaneous materials and supplies for City facilities				100-60-620-53100-00000		16,000.00
							252-60-620-53100-00000		16,000.00
			Home Depot	Lowes	Nichols				
Extension cord			\$16.97	\$179.95	\$19.99				
Blue painters tape			\$5.92	\$6.50	\$7.99				
Windex glasscleaner			\$2.98	\$3.17	\$3.29				
Totals			\$25.87	\$27.62	\$31.27			Subtotal:	32,000.00
								Tax:	
								Shipping:	
								Total:	32,000.00

Please provide justification for purchase below:

Materials and supplies to be purchased for Building Maintenance.

Purchases exceeding \$2,500 require three quotes. Please provide the information requested below. Justification required for Sole Source.

Method:	Vendors:	Phone # or Web Address:	Contact Person or Email:	Quotes:
☐ Telephone	Home Depot	HomeDepot.com		\$25.87
☐ Email	Lowes	Lowes.com		\$27.62
☒ Internet	Nichols	Nicholslumber.com		\$31.27
☐ Other (Please provide explanation): _____				

Name of employee who obtained / received quotes: Denise Montalvo

Revised 6-27-2019	Division Head Approval: _____
	Department Head Approval: _____ (\$10,001.00 - \$24,999.99 Requires CEO Approval)
	CEO Approval: _____ (Over \$24,999.99 Requires City Council Approval)

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Benjamin Martinez, Director of Community Development
Victor Viramontes, Management Analyst
DATE: November 18, 2020
SUBJECT: Consideration of an Extension to an Exclusive Negotiation Agreement (ENA) with Olson Urban Housing, LLC for a Proposed for-sale Housing Development in Downtown Baldwin Park

SUMMARY

The purpose of this staff report is to consider executing an Extension To Exclusive Negotiation Agreement (ENA) with Olson Urban Housing, LLC that would extend their current agreement by 180 days.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the ENA extension; and
2. Authorize the Mayor to execute the extension.

FISCAL IMPACT

There is no immediate fiscal impact to the approval of this ENA extension.

BACKGROUND

At the City Council Regular meeting on July 17th, 2019 City council approved an ENA for the Olson Company for them to propose an estimated 24 unit residential project at the vacant city-owned parcel at the intersection of Laurens Ave. and Morgan St., next to Morgan Park.

The ENA was for an initial term of one year and was extended an additional 180 days by the City Manager in May 2020 as authorized by the agreement.

During this period Olson Company has been doing their due diligence, engaging staff, the community and has been refining their proposed project. Another extension is required to get the project to the development agreement stage, which staff is confident can be reached. This new extension will be for an additional 180 days and would extend the agreement to May 17, 2021.

LEGAL REVIEW

The City Attorney has reviewed the attached Extension to Exclusive Negotiating Agreement and has approved its form and content.

ALTERNATIVES

The City Council may decide not to approve the extension.

ATTACHMENTS

1. Extension to Exclusive Negotiating Agreement

EXTENSION TO EXCLUSIVE NEGOTIATING AGREEMENT

This Extension to Exclusive Negotiating Agreement ("**Amendment**") is made as of November 18, 2020 ("**Effective Date**"), by THE CITY OF BALDWIN PARK, a municipal corporation ("**City**"), and OLSON URBAN HOUSING, LLC, a Delaware limited liability company ("**Developer**"). City and Developer may be collectively referred to herein as the "**Parties.**"

R E C I T A L S

A. Developer and City have entered into an Exclusive Negotiation Agreement dated July 17, 2019 ("**Agreement**"), which provides for the Parties' negotiation of a Disposition and Development Agreement ("**DDA**") for Developer's purchase from City of certain real property located in the City of Baldwin Park ("**City**"), and development of a for sale housing project ("**Project**") thereon.

B. The original term of the "**Negotiating Period**" under the Agreement was one year from the Effective Date of the Agreement. The Parties have entered into an Extension to Negotiating Agreement dated May 12, 2020, which extended the term of the Negotiating Period by one hundred eighty (180) days.

C. By this Amendment, the parties desire to extend the term of the Negotiating Period by an additional one hundred eighty (180) days.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Revision of Term. The expiration date of the Negotiating Period, as defined in Section 3.1 of the Agreement, is hereby revised to May 17, 2021.

2. Further Extension. The City Manager is hereby authorized to extend the Negotiating Period by up to one hundred eighty (180) days upon the Developer's submission of a written request for extension, together with a report describing the Developer's efforts made to date toward the Project and the DDA and the remaining steps to be undertaken.

3. No Modification or Waiver. Except as otherwise expressly set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

Developer:

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc., a
Delaware corporation
Its: Managing Member

By: _____
Todd Olson
Its: SVP, President of
Community Development

By: _____
Doris Nguyen
Its: VP of Development

City:

THE CITY OF BALDWIN PARK, a municipal
corporation

By: _____
Name: Manuel Lozano
Mayor
Title: Mayor

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Robert Nacionales Tafoya, City Attorney
DATE: November 18, 2020
SUBJECT: Repeal of Resolution 2014-010 Regarding Teleconferencing

SUMMARY

On or about April 2, 2014, the City Council of Baldwin Park adopted Resolution No. 2014-010 prohibiting teleconferencing from remote locations into City Council meetings by the Mayor and City Councilmembers. Circumstances were present at the time which militated in favor of barring teleconferencing in 2014 in order to ensure maximum in-person attendance at City Council meetings. Those circumstances are no longer present.

In 2014, the City Council resolved the following: (1) that the City Council of the City of Baldwin Park does hereby prohibit Teleconferencing by the Mayor and Councilmembers from remote location to City Council Meetings, and its related entities; (2) that all Resolutions inconsistent herewith are hereby repealed and rescinded; and (3) that the City Clerk shall certify to the adoption of this Resolution and that this Resolution shall take effect immediately.

Circumstances are currently present which necessitate the repeal of Resolution 2014-010 including, but not limited to, the current pandemic, the current state of local emergency, and the current statewide emergency. It is necessary and proper to teleconference during the pandemic. Indeed, the Governor's Emergency Order requires that the City Council teleconference at this time. The City Council did pass emergency orders which allowed teleconferencing starting in or about March 2020. But, the City Council should repeal Resolution No. 2014-010 in order that the City Council will have consistent and proper guidelines for teleconferencing. If the City Council were to repeal this Resolution, the City would revert back to the requirements in the Brown Act for teleconferencing after the emergency orders are lifted.

RECOMMENDATION

The City Attorney recommends that the City Council repeal Resolution 2014-010 and continue to follow its emergency order related to teleconferencing.

In addition, the City Attorney recommends that the City Council follow the California Brown Act as it relates to teleconferencing after the pandemic ends and the state of emergency is lifted. For the time being, the City Council can follow its emergency orders related to teleconferencing.

FISCAL IMPACT

There is no fiscal impact to repealing Resolution 2014-010.

ALTERNATIVES

The City Council could choose not to repeal Resolution 2014-010 but then Resolution 2014-010 would be inconsistent with the practice at the City.

LEGAL REVIEW

The City Attorney has performed the legal review of these issues.

ATTACHMENT

None

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Benjamin Martinez, Community Development Director
Shannon Yauchzee, Chief Executive Officer

DATE: November 18, 2020

SUBJECT: Approve Entering into an Escrow Agreement with River City Bank and Southern California Edison on behalf of Baldwin Park Resident Owned Utility District (B-PROUD) to Comply with California Public Utilities Commission Financial Security Requirements

SUMMARY

This report seeks City Council approval for entering into an Escrow Agreement with River City Bank (RCB) and Southern California Edison (SCE) on behalf of Baldwin Park Resident Owned Utility District (B-PROUD) in order to comply with California Public Utilities Commission (CPUC) Financial Security Requirements (FSR).

RECOMMENDATION

Staff recommends that the Council approve entering into an Escrow Agreement with RCB and SCE on behalf of B-PROUD, and authorize the Chief Executive Officer, or designee, to execute an Escrow Agreement in a form substantially as attached and authorize the Director of Finance to set up an Enterprise Fund and related account numbers to record the transactions.

FISCAL IMPACT

\$147,000 will be transferred to an escrow account in the name of the City of Baldwin Park (City). Once the FSR has been satisfied, the City will be refunded the original \$100,000 Bond currently being held by the CPUC. So the fiscal impact is \$47,000 which will come from the BPROUD Enterprise Fund Account.

BACKGROUND

On April 3, 2019, City Council adopted Ordinance No. 1439 Establishing the Baldwin Park Community Choice Aggregation (CCA) Program, B-PROUD. B-PROUD began serving customers October 1st. As a CCA, B-PROUD is required to meet certain state mandated obligations, including the posting of an FSR instrument per CPUC Resolution E-5059 (Resolution).

In 2018, the CPUC issued Decision 18-05-022 (Decision) which established reentry fees and financial security requirements for CCAs. Under the Decision, Investor Owned Utilities (IOUs), including SCE, were required to submit advice letters implementing the FSR requirements. Those advice letters were submitted in August 2018; however, they were suspended by the CPUC until final implementation issues could be resolved. On October 8, the CPUC adopted the Resolution finalizing the implementation of the IOU advice letters and setting the FSR at \$147,000. To date, CCAs have been operating under an interim amount of \$100,000, which was submitted to the CPUC as part of the City's CCA registration process.

The purpose of the FSR instrument is to cover reentry fees borne by the IOU in the event of a mass involuntary return of CCA customers to the IOU, such as the decertification of the CCA or a CCA failure. The IOU may only withhold funds from the financial security instrument for unpaid administrative or

procurement costs associated with the return of CCA customers to the IOU. Any withholding of those funds must first be approved by the CPUC.

In order to meet this requirement, California Choice Energy Authority (CalChoice) on behalf of B-PROUD and its other member agencies, has been working with RCB on a form of Escrow Agreement and will negotiate on B-PROUD's behalf with SCE. Additionally, the Resolution requires that B-PROUD submit an advice letter to the CPUC with the FSR instrument as proof of compliance no later than December 8, 2020. CalChoice is also working with its legal team to draft the advice letter, which must be submitted with a copy of the executed Escrow Agreement. In accordance with the Resolution, once the advice letter is submitted and compliance with the FSR is demonstrated by way of an attached executed Escrow Agreement, the interim financial security amount of \$100,000 currently held by the CPUC will be returned to the City.

ALTERNATIVES

The alternative is to not approve the staff recommendation resulting in B-PROUD not meeting state mandates.

LEGAL REVIEW

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

ATTACHMENTS

1. Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement (“**Agreement**”), effective as of the last date set forth below (“**Effective Date**”), is made by and among: (a) [INSERT NAME OF CCA] (“**CCA**”); (b) [INSERT NAME OF BANK] (“**Bank**”); and (c) [INSERT NAME OF IOU] (“**IOU**”), each of which is a Party and all of which are Parties.

This Agreement is made with reference to the following facts:

- Recitals -

- A. On June 7, 2018, the California Public Utilities Commission (“**Commission**”) issued Decision (“**D.**”)18-05-022 by which the Commission established reentry fees and financial security requirements (“**FSR**”) applicable to community choice aggregators (“**CCAs**”), as required by California Public Utilities Code Section 394.25(e).
- B. In D.18-05-022, the Commission determined that cash may be used by CCAs to satisfy their respective FSR obligation provided that the cash is deposited at a U.S. branch of a commercial bank acting as the escrow holder.
- C. In D.18-05-022, the Commission established that CCAs should submit a compliance advice letter with the Commission for the purpose of posting the FSR instrument.
- D. On October 9, 2020, the Commission issued Resolution E-5059 by which the Commission provided further guidance on issues related to FSR instruments.
- E. In Resolution E-5059, the Commission stated its expectation that terms and conditions in the FSR instrument should be mutually acceptable among the Parties, and no Party may unreasonably withhold its agreement to commercially reasonable terms and conditions of the FSR instrument.
- F. In response to Resolution E-5059, IOU submitted an advice letter to the Commission on November __, 2021 for the purpose of revising its tariff to reflect changes directed by the Commission in Resolution E-5059. As accepted by the Commission, IOU’s approved tariff (“**Tariff**”) shall govern matters related to the FSR Amount and other matters related to the FSR instrument and reentry fees. Notwithstanding the foregoing, in the event of a conflict between a term or condition in the Tariff and a term or condition in this Agreement, this Agreement shall control.
- G. This Agreement is intended to describe and make effective the FSR instrument used by CCA for the purpose of satisfying CCA’s FSR obligation with a cash deposit held by Bank.

- Agreement -

The Parties agree as follows:

1. **Definitions.** Capitalized terms used herein shall have the meanings ascribed to such terms herein or in the Tariff.
2. **Appointment.** CCA and IOU hereby appoint Bank as their escrow agent for the purposes set forth herein, and Bank hereby accepts such appointment under the terms and conditions set forth herein. It is understood that Bank has no responsibility with respect to the validity or perfection of the security interest described herein other than to act in accordance with the terms of this Agreement.
3. **FSR Deposit.**
 - (a) Within three (3) business days of the Effective Date, CCA agrees to deposit with Bank cash in the amount of the FSR Amount. The initial deposit and any additional deposits, and any interest earned thereon, shall collectively be referred to as the “**FSR Deposit**.” Bank shall hold the FSR Deposit in a demand deposit account (“**Escrow Account**”) for the benefit of IOU, as described further below. If at any time the FSR Deposit is less than the FSR Amount, CCA must, within three (3) business days of receiving written notice from IOU, replenish the FSR Deposit in an amount required to return the FSR Deposit to the FSR Amount.
 - (b) CCA hereby grants to IOU a present and continuing first-priority security interest in, and, lien on (and right to net against) the Escrow Account and the FSR Deposit, subject to the terms and conditions set forth herein (“**Security Interest**”).
 - (c) Bank hereby acknowledges the Security Interest granted to IOU by CCA. Bank hereby waives and releases all liens, encumbrances, claims and rights of setoff it may have against the Escrow Account or the FSR Deposit, except that Bank shall retain a lien on the FSR Deposit for the payment of its Annual Administrative Fees (as defined and described in Section 6 below) and for the payment of any amounts credited to the Escrow Account for which payment or reimbursement to Bank has not been made or received.
 - (d) Bank shall place the FSR Deposit in a demand deposit account offered by Bank.
 - (e) All interest earned on FSR Deposit shall be added to the FSR Deposit.
4. **Disposition.**
 - (a) Release of the FSR Deposit, or a portion thereof, as applicable, shall occur as described in this Section 4. If at any time Bank receives a written instruction executed by an IOU Authorized Representative (as defined in Section 10) requesting a release of the FSR Deposit, or a portion thereof (“**Draw Amount**”), substantially in the form of Schedule 3 attached hereto (“**Draw Notice**”), Bank shall comply with such Draw Notice without consent from CCA, but subject to the funds transfer security procedure described in Section 4(b), and shall pay the FSR Deposit or such specified amount(s) to IOU as directed in such Draw Notice within three (3) business days after Bank’s receipt of such Draw Notice. IOU agrees to provide contemporaneously a copy of the Draw Notice to CCA.
 - (b) With respect to any Draw Notice, the following security procedure will apply. A Draw Notice must be executed by an IOU Authorized Representative. Bank will confirm the

instructions by telephone call to any person listed as an IOU Authorized Person, who may be the same person who executed the Draw Notice. When calling back, Bank will confirm the instructions with respect to amount, names and numbers of accounts to be charged or credited and other relevant reference information. Bank shall not be obligated to make any payment or otherwise to act on any instruction notified to it under this Agreement if Bank is unable to validate the authenticity of the request by telephoning an IOU Authorized Person.

- (c) Bank shall have no obligation to verify IOU's compliance with Commission orders in drawing on the FSR Deposit. Notwithstanding the foregoing, in issuing the Draw Notice IOU shall be deemed to represent and warrant to Bank and CCA that IOU has not issued a Draw Notice except (i) upon written agreement between CCA and IOU or (ii) after at least 20 days following IOU's notification to CCA and the Commission, through IOU's submission of a Tier 1 advice letter consistent with Resolution E-5059 ("**Involuntary Return Advice Letter**"), that CCA has involuntarily returned its customers to IOU and amounts are therefore owed by CCA for reentry fees.
- (d) In issuing the Draw Notice, IOU shall be further deemed to represent and warrant to Bank and CCA that CCA has not, within the 20-day period after IOU has submitted the Involuntary Return Advice Letter, notified IOU in writing of (i) CCA's agreement to promptly pay amounts owed by CCA for reentry fees through direct payment by CCA to IOU or (ii) CCA's consent that IOU may withhold CCA customer payment remittances in satisfaction of the Draw Amount.
- (e) IOU agrees that the amount requested in the Draw Notice shall not include any amount that CCA disputes in writing within the 20-day period following submittal of the Involuntary Return Advice Letter, it being understood and agreed by CCA and IOU that such disputed amount shall continue to be held by Bank until the disposition of such disputed amount has been addressed through an order or ruling of the Commission in the Provider of Last Resort proceeding, or such other administrative proceeding as the Commission shall determine.
- (f) Within three (3) business days after written request from CCA, IOU shall instruct Bank to release funds from the Escrow Account to CCA if the amount of the FSR Deposit is greater than the FSR Amount, or as otherwise reasonably requested by CCA.
- (g) In no event shall Bank accept any instruction from CCA nor shall Bank permit any distribution or release of any part of the Escrow Account or FSR Deposit without instruction executed by an IOU Authorized Representative. The Parties agree that Bank shall act upon and according to the direction of IOU, and that CCA shall have no claim for any inappropriate instructions, orders or notice other than against IOU pursuant to the terms of the Tariff or otherwise under law.
- (h) CCA and IOU acknowledge that Bank is authorized to use the following funds transfer instructions ("**Wire Transfer Instructions**") to disburse the FSR Deposit, or a portion thereof, to CCA or IOU, in each case as directed by IOU pursuant to a Draw Notice:

CCA:

Bank name: _____

Bank Address: _____

	ABA number:	_____
	Account name:	_____
	Account number:	_____
IOU:	Bank name:	_____
	Bank Address:	_____
	ABA number:	_____
	Account name:	_____
	Account number:	_____

- (i) The Parties and Bank agree that CCA and IOU may change their respective Wire Transfer Instructions set forth in Section 4(h) in accordance with Section 10. In the event any Draw Notice provides instructions different than the Wire Transfer Instructions set forth in Section 4(h), Bank shall seek confirmation of such Wire Transfer Instructions by telephone call-back to an Authorized Representative, and Bank may rely upon the confirmation of anyone purporting to be that Authorized Representative. The persons and telephone numbers designated for call-backs may be changed only in writing and executed by an Authorized Representative and delivered in accordance with Section 10.

5. **Bank.** Bank shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Except with respect to this Agreement, Bank has no obligation to comply with the terms and conditions of any agreement between IOU and CCA, nor shall Bank be required to determine if CCA or IOU has complied with any agreement. Subject to Section 4(b), Bank may rely upon and shall not be liable for acting upon any written notice, document, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper Party or Parties.

6. **Resignation, Replacement and Succession.**

- (a) Bank may resign and be discharged from its duties or obligations hereunder by giving no less than sixty (60) days' advance written notice of such resignation to CCA and IOU.
- (b) CCA may remove Bank as escrow agent by providing no less than sixty (60) days' advance written notice of such removal to Bank and IOU.
- (c) Bank's sole responsibility after the notification period expires shall be to hold the FSR Deposit (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent agreed to and appointed by CCA, at which time of delivery Bank's obligations hereunder shall cease and terminate.
- (d) Any entity into which Bank may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be responsible for duties of Bank under this Agreement without further act; provided, however, Bank shall in all such instances provide written notice to CCA and IOU.

7. **Compensation and Payment of Costs.** CCA shall be solely responsible to pay Bank any and all fees charged by Bank (“**Administration Fee**”). Bank shall invoice CCA for each Administration Fee, and CCA shall pay such invoice within thirty (30) days of its receipt thereof.
8. **Limitation on Liability.** Bank shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Bank’s gross negligence or willful misconduct was the cause of any direct loss to either Party. Notwithstanding anything in this Agreement to the contrary, in no event shall Bank be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Bank has been advised of the likelihood of such loss or damage and regardless of the form of action. Bank shall have no responsibility or liability to CCA for complying with written instructions or other written directives concerning the Escrow Account originated by IOU and delivered to Bank in accordance with this Agreement.
9. **Indemnification.** The Parties agree jointly and severally to indemnify, defend, hold harmless, pay or reimburse Bank and its affiliates and their respective successors, assigns, directors, agents and employees (“**Indemnitees**”) from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively, “**Losses**”), arising out of or in connection with (i) Bank’s performance of this Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the gross negligence, willful misconduct, or bad faith of such Indemnitee; and (ii) Bank’s following any instructions or directions, whether joint or singular, from CCA and/or IOU received in accordance with this Agreement.
10. **Notices.** All communications (including, without limitation, all Draw Notices or changes to the Wire Transfer Instructions) under this Agreement shall be (a) in writing executed by the appropriate Party(ies), (b) delivered on a business day as a Portable Document Format (“**PDF**”) attached to an email, and (c) delivered to the email address of the intended recipient of such communication, as set forth below. With respect to any communication (including, without limitation, any Draw Notice) under this Agreement delivered by a CCA and/or IOU to Bank, such communication shall be evidenced by the signature of a designated person as set forth in Schedule 1 for CCA and Schedule 2 for IOU (each, an “**Authorized Representative**”). No Draw Notice or other written notice to the Bank shall be deemed delivered and effective unless the Bank actually shall have received such Draw Notice or other written notice on a business day as a PDF attached to an email at the email address set forth in this Section 10, and, in the case of a Draw Notice to Bank, Bank has been able to validate the authenticity of the request pursuant to the security procedure described in Section 4(b). Bank shall not be liable to IOU, CCA or other person for refraining from acting upon a Draw Notice or any other written notice if such Draw Notice or any other written notice was delivered to any other email address, including but not limited to a valid email address of any employee of Bank. All written communications between the Parties or from the Escrow Agent to a Party shall be deemed delivered and effective on the date evidenced by the sending party’s email transmittal. The notice information for each Party is as follows:

If to CCA: [CCA's name]
[CCA's address]
(City, state [country], zip [postal code])
Attention: [title or person's name]
Tel No.: _____
Email Address: _____

If to IOU: [IOU's name]
[IOU's address]
(City, state [country], zip [postal code])
Attention: [title or person's name]
Tel No.: _____
Email Address: _____

If to Bank: [Bank's name]
[Bank's address]
(City, state [country], zip [postal code])
Attention: [title or person's name]
Tel No.: _____
Email Address: _____

11. Termination.

- (a) Upon delivery of the entire FSR Deposit by Bank to IOU pursuant to the terms of this Agreement, this Agreement shall terminate.
- (b) [Reserved.]

12. Miscellaneous.

- (a) The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by the Parties.
- (b) Neither this Agreement nor any right or interest under this Agreement may be assigned by any Party, except with respect to Bank as provided in Section 6, without the prior written consent of the Parties, which consent shall not be unreasonably withheld.
- (c) This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of law principles. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds, and irrevocably consents to service of process by mail or in any other manner permitted by applicable law. Any and all litigation or disputes arising out of or relating to this Agreement shall be litigated in the County of [_____] in the State of California. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, such Party shall not claim, and hereby irrevocably waives, such immunity.

- (d) No Party is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control.
- (e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. All signatures of the parties to this Agreement may be transmitted as a PDF attached to an email, and such PDF will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party.
- (f) If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- (g) CCA and IOU represent, warrant and covenant that each document, notice, instruction or request provided by such CCA or IOU to Bank shall comply with applicable laws and regulations.
- (h) Each Party represents and warrants to each other party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms; (iii) there is not pending, or to its knowledge, threatened against it or any legal proceeding that could materially adversely affect its ability to perform under this Agreement; (iv) it is acting for its own account, and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of any other party to this Agreement and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and (v) it has not relied on any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement.
- (i) Nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than the Parties any legal or equitable right, remedy, interest or claim under or in respect of the FSR Deposit or this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives.

[CCA'S NAME]

By: _____
Name: [Authorized Representative's name]
Title: [Authorized Representative's title]

Date: [Date]

[IOU'S NAME]

By: _____
Name: [Authorized Representative's name]
Title: [Authorized Representative's title]

Date: [Date]

[BANK'S NAME]

By: _____
Name: [Authorized Representative's name]
Title: [Authorized Representative's title]

Date: [Date]

SCHEDULE 1 TO ESCROW AGREEMENT

[COMMUNITY CHOICE AGGREGATOR]

Telephone Numbers and Authorized Signatures for Person(s) Designated to Give Applicable Instructions and Confirm Funds Transfer Instructions

<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
[Name]	[Phone No.]	_____
[Name]	[Phone No.]	_____
[Name]	[Phone No.]	_____

For your security, please cross off any unused signature lines on this Schedule 1.

All communications (including but not limited to Wire Transfer Instructions and Draw Notices) must be delivered in accordance with Section 10 of this Agreement.

SCHEDULE 2 TO ESCROW AGREEMENT

[INVESTOR-OWNED UTILITY]

Telephone Numbers and Authorized Signatures for Person(s) Designated to Give Applicable Instructions and Confirm Funds Transfer Instructions

<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
[Name]	[Phone No.]	_____
[Name]	[Phone No.]	_____
[Name]	[Phone No.]	_____

For your security, please cross off any unused signature lines on this Schedule 2.

All communications (including but not limited to Wire Transfer Instructions and Draw Notices) must be delivered in accordance with Section 10 of this Agreement.

SCHEDULE 3 TO ESCROW AGREEMENT

DRAW NOTICE

[to be placed on IOU's Letterhead]

Date: _____

RE: ESCROW AGREEMENT, effective as of _____, 202_ ("**Effective Date**"), by and among [Community Choice Aggregator's name] ("**CCA**"), [Investor-Owned Utility] ("**IOU**") and [Bank Name], in its capacity as escrow agent and bank ("**Bank**") ("**Agreement**").

Pursuant to Section 4 of the Agreement, IOU hereby instructs Bank to disburse the amount of [\$_____/or the total balance of the Fund (including earnings)] to [SCE][the Community Choice Aggregator], in accordance with the payment instructions provided in the Agreement. IOU hereby represents and warrants that it is not issuing this Draw Notice until the 20-day period has expired following IOU's submission of the Involuntary Return Advice Letter, as defined and described in Section 4(c) of the Agreement, and as otherwise described in Section 4(c) of the Agreement.

Sincerely,

[INVESTOR-OWNED UTILITY]

By: _____

Name: [Authorized Representative's name]

Title: [Authorized Representative's title]

Date: _____

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

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

DATE: November 18, 2020

SUBJECT: Approval to Enter into an Agreement between the City of Baldwin Park & Cohort Cities and Union Station Homeless Services under the Measure H Cities Homeless Implementation Grant

SUMMARY

The purpose of this report is to seek approval to enter into a Service Agreement between the City of Baldwin Park & Cohort Cities and Union Station Homeless Services, the lead homeless service provider for Service Planning Area (SPA-3) with the Access Point scope of work not to exceed \$499,826.00 under the Measure H Cities Homeless Implementation Grant.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Service Agreement between the City of Baldwin Park & Cohort Cities and Union Station Homeless Services to implement the Measure H Grant Funds; and
2. Authorize the Chief Executive Officer to Execute the Service Agreement between the City of Baldwin Park & Cohort Cities and Union Station Homeless Services; and
3. Authorize the Finance Director to make a budget amendment and provide account numbers to record the grant and related expenditures accordingly; and
4. Authorize the Director of Recreation and Community Services to execute further documents and reporting.

FISCAL IMPACT

There is no fiscal impact to the City. The Grant is a reimbursable grant and the City will recover the costs of the program in the amount of \$499,826.00

BACKGROUND

On January 15, 2020, the County of Los Angeles approved the grant agreement for the Baldwin Park & Cohort Cities (El Monte, South El Monte) to implement the Cities homeless plans Home for Good Grant. As part of the grant awarded from the Los Angeles County Measure H funds, The City of Baldwin Park serves as the lead and point of contact for the County for financial transactions and performance reporting. The Baldwin Park & Cohort Cities (El Monte, South El Monte) has selected Union Station Homeless Services, a County-approved and vetted lead homeless service provider in Service Planning Area (3), to provide the homeless services at three (3) Access Points in the Cities of Baldwin Park, El Monte and South El Monte.

As the Lead Agency, the City of Baldwin Park will contract with Union Station on behalf of the Baldwin Park & Cohort Cities (El Monte, South El Monte). The SGV Cities will focus on working collectively to combat homelessness and agreed to formally partner to implement their city homeless plans by focusing on the grant priority areas and each city's goals and objectives as described below:

Priority Area 1: Increase the supply of supportive and interim housing for people experiencing homelessness at a regional level; and
Priority Area 2: Enhance the availability and access to homeless services to prevent and combat homelessness in the region.

Baldwin Park:

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

El Monte:

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

South El Monte:

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

To access funding, the City of Baldwin Park & Cohort Cities were required to submit a scope of work outlining the proposed activities, approach, and budget, and, upon submittal of the proposal, to execute a service agreement with Union Station Homeless Services which defines the programs and activities to be completed.

The City of Baldwin Park & Cohort Cities was allocated \$499,826.00 to implement its Regional Housing Trust efforts under the homeless plan grant application. An overview of the activities and programs included in the Baldwin Park & Cohort scope of work can be found below that will be completed with this funding:

Access Point Overview:

Access Point services will be available in person or by phone in a rotating basis Monday through Friday during regular city business hours, and may be available on weekends if necessary to fill a demonstrated need. Each Access Point will include private space for confidential meetings between program participants and the staff member. Staff will be field capable and will coordinate transportation with each city for participants as needed to ensure needs are met. The service population includes individual adults, families with children and Transition Age Youth (TAY) who are homeless, or at risk of homelessness, and/or fleeing domestic violence living within SPA 3 and in the communities where these three Access Points are located. The proposed program incorporates housing first, harm reduction, and trauma-informed principles. We anticipate serving approximately 100 individuals at each location on average, although it will vary.

The provider will integrate and coordinate the Cohort's regional services within the SPA 3 Coordinated Entry System (CES) across the San Gabriel Valley. The three new Access Points will be seamlessly integrated into the current homeless services delivery system, and each City's Homeless Plan Implementation, and will provide new, local, very low barrier, highly accessible and visible points where homeless individuals, families with children and youth (TAY) may access initial services and begin their journey towards permanent housing via the SPA 3 CES.

The provider will leverage existing services funded through this Service Agreement and align with the cities existing wrap around support services such as interim housing (as well as advocating for more interim housing), leveraging motel vouchers, safe parking programs, basic needs assistance (lockers, food, clothing, hygiene, etc.), free or low cost auto repair programs, and coordinating with outreach teams, mobile shower programs, emergency response personnel, public works, and others who are likely to engage with homeless residents.

The proposed locations of the three Access Points are:

- South El Monte: 1530 Central Ave, South El Monte
- Baldwin Park: 14305 Morgan St, Baldwin Park
- El Monte: Bus Terminal 3501 Santa Anita Avenue

Establish and Implement Interim Housing and Short-term Rental Assistance Programs

- o PA1 - Short-Term Rental Assistance/Rapid Rehousing: \$85,500
 - Short-term Rental Assistance Program with supportive services targeting lower/medium acuity clients.
- o PA1 - Motel Vouchers for Interim Housing: \$97,526
 - Motel Vouchers

Establish Access Point, Navigation Center and Services Program:

- o PA2 - Navigation Center/Lockers (\$30,000)
 - Establish available lockers and connection to laundry facility at:
 - South El Monte: 1530 Central Ave, South El Monte
 - Baldwin Park: 14305 Morgan St, Baldwin Park
 - El Monte: Bus Terminal 3501 Santa Anita Avenue
- o PA2 - Prevention/Diversion Program (\$87,000)
 - Establish a Prevention/Diversion Program to offer Rental assistance/Resources
- o PA1 - Homeless Housing Coordinator: \$81,200
 - When delays occur with persons being enrolled in programs such as housing navigation or housing search and placement programs, it is expected that the Housing Navigator will work with the Case Manager to provide light touch (or more intensive as needed) to support access to services via the local Access Points.
 - To ensure continuation of care (as needed) initiate Housing Stability Plan, documentation collection, housing search, and coordination of care.
 - To avert homelessness, assist participants to connect back with family and friends, advocate with a current landlord or other problem solving assistance to move back into housing quickly.
- o PA2 - Housing Navigation/Case Management: \$93,600
 - Cohort Cities will enter into a subcontract with consultants to administer the interim housing programs; submit copies of draft subcontractor agreements for County approval.

- Cohort Cities will enter into a subcontract with a service provider(s) or consultant to serve as the Case Worker Coordinator; submit copies of draft subcontractor agreements for County approval.
- One full time Case Manager in office space within each city (BP/EM/SEM)
 - Provide diversion and problem solving interventions, completing initial CES screenings for homeless individuals, families and TAY who walk-in to each Access Point by using the approved LACoC CES Assessment Tools for each population, and entering the assessment data into HMIS.

Multi- City Shared Housing Navigation/Master Leasing/Landlord Outreach, Education and Incentive Program: \$25,000

- Consultant will engage Landlords, motel owners, property managers to increase interim and permanent housing opportunities
 - PA2 - Landlord Engagement/Incentives Program: \$25,000
 - Create a Landlord engagement plan with standard outreach, training, and support services across cohort.
 - Establish partnership/agreements with motel owners and landlords, property managers to increase interim and permanent housing opportunities

ALTERNATIVES

The alternative would be to not enter into the Service Agreement with Union Station Homeless Services.

LEGAL REVIEW

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

ATTACHMENTS

1. Service Agreement between the City of Baldwin Park & Cohort Cities and Union Station Homeless Services to implement the City and Cohort Homeless Implementation Grant.
2. Contract between City of Baldwin Park & Cohort Cities (AO-20-610) and Los Angeles County Measure H Homeless Implementation Grant.
3. Proof of Insurance for Union Station Homeless Services

**CITY OF BALDWIN PARK
PROFESSIONAL SERVICES AGREEMENT
WITH
Union Station Homeless Services
FOR
(3) SGV Cohort Cities Homeless Services at Access Points**

THIS AGREEMENT is made and entered into this 18th day of November, 2020 ("Effective Date"), by and between the CITY OF BALDWIN PARK, a municipal corporation ("City"), and "UNION STATION HOMELESS SERVICES", a California Non-profit corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City to provide Homeless Services at Access Points, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated, except that if Consultant is required to but does not yet hold a City business license, it will promptly obtain a business license and will not provide services to the City until it has done so; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is

familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- . (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- . (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- . (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required

by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.8 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed **Four Hundred and Ninety Nine Thousand Eight Hundred Twenty Six Dollars (\$499,826.00)**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or to the maximum total contract amount of \$25,000, whichever is greater. The Department Head or City Manager is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe the services performed, and the date of performance. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement

shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within ~~five~~ fifteen (15) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of six (6) months, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least thirty (30) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement,

immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within thirty (30) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

- . (a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the

required occurrence limit.

- . (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per accident for bodily injury and property damage.
- . (c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Consultant certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

(b) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Director of Adult Services, Associate Director of Access & Engagement, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Union Station Homeless Services
Attention: Anne Miskey, CEO
825 E. Orange Grove Blvd.
Pasadena, CA 91104
Tel: (626) 240-4550
Email: amiskey@unionstationhs.org

IF TO CITY:

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

Tel: (626) 813-5204
Email: syauchzee@baldwinpark.com
Attn: Shannon Yauchzee, City Manager/CEO
CC: Manuel Carrillo Jr., Director of Recreation and Community Services/ Project Manager

6.5 Attorney's Fees. If litigation is brought by any party in connection with this Agreement, each party shall be responsible for its own costs and expenses, including attorneys' fees.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an

independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents,

shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Electronic Safeguards. Contractor shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

Commented [HS1]: This needs to be waived prior to final copy.
USHS does not agree to this condition.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect. The City will not pursue to hire any employee of the Consultant while this agreement is in effect and for two (2) years after the agreement's termination date.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or

provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.26 Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF BALDWIN PARK, A municipal corporation

_____ Date: _____

Manuel Lozano
City Mayor

_____ Date: _____

Shannon Yauchzee
City Manager

CONSULTANT

Anne Miskey
Chief Executive Officer
Union Station Homeless Services

ATTEST:

Vacant
Assistant City Clerk

APPROVED AS TO FORM:

Robert A. Tafoya
City Attorney

EXHIBIT A
SCOPE OF SERVICES

Union Station will provide homeless services at the Access Points to the SGV Cohort (Cities of Baldwin Park, El Monte and South El Monte for a total project of \$499,826.

Service Delivery Overview: :

Access Point services will be available in person or by phone in a rotating basis Monday through Friday during regular city business hours, and may be available on weekends if necessary to fill a demonstrated need. Each Access Point will include private space for confidential meetings between program participants and the staff member. Staff will be field capable and will coordinate transportation with each city for participants as needed to ensure needs are met. The service population includes individual adults, families with children and Transition Age Youth (TAY) who are homeless, or at risk of homelessness, and/or fleeing domestic violence living within SPA 3 and in the communities where these three Access Points are located. The proposed program incorporates housing first, harm reduction, and trauma-informed principles. We anticipate serving approximately 100 individuals at each location on average, although it will vary.

All Access Points will serve the diverse homeless populations and demographics that reside throughout SGV Cohort (Cities of Baldwin Park, El Monte and South El Monte. Ensuring that all resources and service are available for all populations and all ranges of acuity, we are prepared to work with a majority of individuals for which Rapid Rehousing may be the most appropriate intervention.

The provider will integrate and coordinate the Cohort's regional services within the SPA 3 Coordinated Entry System (CES) across the San Gabriel Valley. The three new Access Points will be seamlessly integrated into the current homeless services delivery system, and each City's Homeless Plan Implementation, and will provide new, local, very low barrier, highly accessible and visible points where homeless individuals, families with children and youth (TAY) may access initial services and begin their journey towards permanent housing via the SPA 3 CES.

The provider will leverage existing services funded through this Service Agreement and align with the cities existing wrap around support services such as interim housing (as well as advocating for more interim housing), leveraging motel vouchers, safe parking programs, basic needs assistance (lockers, food, clothing, hygiene, etc), free or low cost auto repair programs, and coordinating

with outreach teams, mobile shower programs, emergency response personnel, public works, and others who are likely to engage with homeless residents.

The proposed locations of the three Access Points are:

- South El Monte: 1530 Central Ave, South El Monte
- Baldwin Park: 14305 Morgan St, Baldwin Park
- El Monte: Bus Terminal 3501 Santa Anita Avenue

The start date for this Service Agreement is November 4th, 2020.

Update existing MOU's to operate each Access Point and will be signed between the provider and each city.

The provider will integrate the Cohort's regional coordination of services within the SPA 3 Coordinated Entry System (CES). As such, the provider will coordinate all activities with the CES across the San Gabriel Valley. The three new Access Points will be seamlessly integrated into the current homeless services delivery system, and with the each City's Homeless Plan Implementation, and will provide new, local, very low barrier, highly accessible and visible points where homeless individuals, families with children and youth (TAY) may access initial services and begin their journey towards permanent housing via the SPA 3 CES.

Access Points @ Baldwin Park/El Monte/ South:

- **Establish and Implement Interim Housing and Short-term Rental Assistance Programs**
 - PA1 - Short-Term Rental Assistance/Rapid Rehousing: \$85,500
 - Short-term Rental Assistance Program with supportive services targeting lower/medium acuity clients.
 - PA1 - Motel Vouchers for Interim Housing: \$97,526
 - Motel Vouchers
- **Establish Access Point, Navigation Center and Services Program:**
 - PA2 - Navigation Center/Lockers (\$30,000)
 - Establish available lockers and connection to laundry facility at:
 - South El Monte: 1530 Central Ave, South El Monte
 - Baldwin Park: 14305 Morgan St, Baldwin Park
 - El Monte: Bus Terminal 3501 Santa Anita Avenue
 - PA2 - Prevention/Diversion Program (\$87,000)
 - Establish a Prevention/Diversion Program to offer Rental assistance/Resources
 - Number of individuals and family members received prevention/diversion services (unduplicated = brand new or only once/year)
 - Number of individuals and family members prevented from becoming homeless during report period (unduplicated)

- Incorporate diversion and problem solving activities as both an initial and ongoing intervention for those individuals, youth, and families who are at risk of homelessness as well as those who are literally homeless. The goal of these services will be to help program participants avoid homelessness altogether and divert them from the homeless services system by identifying and accessing all available support and resources through existing support networks, outside of the traditional homeless response system.
- Even after enrollment/intake, prevention and diversion interventions may be drawn on to aid a participant with preventing or ending their homelessness. As needed, coordinate with each city's existing diversion/prevention programs and services.
- Prevention/diversion and problem solving services may include direct or leveraged services such as:
 - Short-term, intensive, field based case management (linkage and coordination) to address barriers to housing stability and to connect participant with available resources and supports, including mainstream or public benefits, primary health care, substance use resources, mental health treatment, legal aid, support from extended family and friends (including housing), and more.
 - Housing search assistance, including step-down to more affordable housing options
 - Relocation assistance
 - Temporary rental assistance
 - Temporary financial assistance with overdue rent, unpaid utilities and other bills, application fees, security deposits, etc.
 - Advocacy with landlords and conflict mediation, including legal assistance
 - Money management and budgeting
 - Employment assistance through existing Cohort, Regional and County Career Development Programs.
- Staff should already be trained on the National Alliance to End Homelessness' (NAEH) guiding principles of diversion: crisis resolution, client choice, respect and empowerment, providing the minimal assistance necessary for the shortest time possible, maximizing community resources, and providing the right resources to the right people at the right time. Drawing from NAEH guidance, staff will already be trained to implement diversion/problem solving using the 3 C's – Commitment, Conversation, and Creativity. Practical skills are necessary to practice diversion, including, what questions to ask, how to use motivational interviewing to

promote shared problem solving, what resources may be available outside of the homeless services delivery system, and applying via role playing.

- Utilize LAHSA's Initial Access Tool and Housing Problem-Solving Guide at the point of referral, prior to intake, and ongoing as appropriate.
- Leverage services from mainstream public benefits, local community partners, and other local resources such as financial or basic needs assistance from faith based organizations, legal aid, job placement and career development assistance, non traditional housing providers (SHARE!, sober livings) etc.

o PA1 - Homeless Housing Coordinator: \$81,200

- When delays occur with persons being enrolled in programs such as housing navigation or housing search and placement programs, it is expected that the Housing Navigator will work with the Case Manager to provide light touch (or more intensive as needed) to support access to services via the local Access Points.
- To ensure continuation of care (as needed) initiate Housing Stability Plan, documentation collection, housing search, and coordination of care.
- To avert homelessness, assist participants to connect back with family and friends, advocate with a current landlord or other problem solving assistance to move back into housing quickly.

o PA2 - Housing Navigation/Case Management: \$93,600

- Cohort Cities will enter into a subcontract with consultants to administer the interim housing programs; submit copies of draft subcontractor agreements for County approval.
- Cohort Cities will enter into a subcontract with a service provider(s) or consultant to serve as the Case Worker Coordinator; submit copies of draft subcontractor agreements for County approval.
- One full time **Case Manager** in office space within each city (BP/EM/SEM)
 - Provide diversion and problem solving interventions, completing initial CES screenings for homeless individuals, families and TAY who walk-in to each Access Point by using the approved LA CoC CES Assessment Tools for each population, and entering the assessment data into HMIS.
 - Resolve immediate housing needs by drawing on community resources such as public benefits and services outside the homeless services response system.
 - Screen for issues of domestic violence (DV) and possible linkage to domestic violence shelters or services in coordination with the SPA 3 DV Coordinator.

- Ensure access to basic needs assistance, such as food, clothing, and hygiene via the Regional Access Point and other local resources.
- If diversion is not a reasonable possibility, following a more thorough assessment, including, if appropriate the CES Assessment Tool or Prevention Targeting Tool, the case manager will seek to make referrals to appropriate homeless services programming, such as Prevention, Interim Housing, Rapid Rehousing, Housing Navigation, and via CES Regional Matching, to Permanent Supportive Housing. Additionally, the case manager will provide direct support and/or linkages to services and resources to assist with the individual, family, or youth's other needs, including, but not limited to: benefits enrollment, legal services, school liaisons, employment/career development, physical health, mental health, and substance use services, payee services, and transportation assistance.
- Partner with the participant to explore opportunities to increase income and pursue affordable and realistic housing opportunities, such as shared housing and family reunification.
- Improve access to SPA 3 Coordinated Entry Services for homeless adults, families with children and Transition Age Youth (TAY).
- Liaise with El Monte Access Point (VOA) to create a hub and spoke system among the three proposed Access Points (EM/SEM/BP) and the Regional Access Point

II. Multi- City Shared Housing Navigation/Master Leasing/Landlord Outreach, Education and Incentive Program: \$25,000

- **Consultant will engage Landlords, motel owners, property managers to increase interim and permanent housing opportunities**
 - o PA2 - Landlord Engagement/Incentives Program: \$25,000
 - Create a Landlord engagement plan with standard outreach, training, and support services across cohort.
 - Establish partnership/agreements with motel owners and landlords, property managers to increase interim and permanent housing opportunities

EXHIBIT B FEE SCHEDULE

Union Station will provide homeless services at the Access Points to the SGV Cohort (Cities of Baldwin Park, El Monte and South El Monte) for a total project not to exceed \$499,826.

PLEASE ADVISE ON FEE SCHEDULE NEEDS

Three SGV Cities Homeless City Services - Access Points

Project Outcomes

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

Activities	Metrics	Deliverables
Create a Landlord engagement plan with standard outreach, training, and support services across cohort.	Project Plan	
Establish partnership/agreements with motel owners and landlords, property managers to increase interim and permanent housing opportunities	Number of Landlords, property managers engaged to increase permanent housing	150 Landlords, 1-15 at each session, with 10% retention goal
	Number of agreements executed to increase permanent housing	10 Agreements
	Number of Motel/interim housing operators engaged to increase interim housing	3 Operators
	Number of agreements executed to increase interim housing	3 Agreements

Establish and Implement the Interim Housing and Short-term Rental Assistance Programs

Activities	Metrics	Deliverables
Short-term Rental Assistance Program with supportive services targeting lower/medium acuity clients.	Number of individuals and family members newly enrolled in the program during report period. (unduplicated)	30 (10 per site)
	Number of individuals and family members active in the program during the report period. (unduplicated)	60 individuals

	Number of individuals and family members who exit short-term rental assistance program (unduplicated)	60 individuals
	Number of individuals and family members who obtained employment (unduplicated)	15 individuals
	Number of individuals and family members who were connected to benefits (unduplicated)	60 individuals
	Number of individuals and family members who retained permanent housing (reached the 6-month retention milestone from date of placement) after exiting rapid rehousing	Unknown
	Number of individuals and family members placed in short-term rental assistance program who were eligible to meet the 6-month retention milestone (DENOMINATOR FOR ABOVE METRIC)	30 individuals
	Number of individuals and family members who retained housing (reached the 12-month retention milestone from date of placement)	Unknown
	Number of individuals and family members placed in permanent housing who were eligible to meet the 12-month retention milestone (Denominator for the above metric)	30 individuals
	Number of Security Deposits provided	25 Deposits

Activities	Metrics	Deliverables
Motel Vouchers	Number of new motel locations providing interim housing	3 motels
	Number of new rooms secured for interim housing	15 new rooms
	Number of individuals and family members newly enrolled during report period (unduplicated)	60-100 individuals
	Number of individuals and family members active in the program during report period (unduplicated)	60-100 individuals

	Number individuals and family members who exited to any destination during report period (unduplicated)	50 individuals
	Number of individuals and family members who exited to permanent housing destination during report period (unduplicated)	10 individuals

Establish Access Points, Navigation Center and Services Program

Activities	Metrics	Deliverables
Establish Access Points to centralize homeless prevention activities	Access Point location(s)	3 locations (one per city)
	Number of individuals and family members served at Access Point location (unduplicated)	100 individuals
	Number of individuals and family members connected to services during the report period (unduplicated)	60 individuals
Establish available lockers and connection to laundry facility	Number of lockers available at the navigation center	30 lockers
	Number of individuals and family members utilizing lockers during the report period. (unduplicated)	100 individuals
Establish a Prevention/Diversion Program to offer Rental assistance /resources	Number of individuals and family members received prevention/diversion services (unduplicated = brand new or only once/year)	60-100 individuals
	Number of individuals and family members prevented from becoming homeless during report period (unduplicated)	60 individuals
Cohort Cities will enter into a subcontract with consultants to administer the interim housing programs; submit copies of draft subcontractor agreements for County approval.	Executed Subcontractor Agreement	60 days after contract execution

Cohort Cities will enter into a subcontract with a service provider(s) or consultant to serve as the Case Worker Coordinator; submit copies of draft subcontractor agreements for County approval.	Executed Subcontractor Agreement	60 days after contract execution
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**CITY OF BALDWIN PARK
PROFESSIONAL SERVICES AGREEMENT
WITH
Union Station Homeless Services
FOR
(3) SGV Cohort Cities Homeless Services at Access Points**

THIS AGREEMENT is made and entered into this 18th day of November, 2020 ("Effective Date"), by and between the CITY OF BALDWIN PARK, a municipal corporation ("City"), and "**UNION STATION HOMELESS SERVICES**", a **California Non-profit corporation** ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City to provide Homeless Services at Access Points, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated, except that if Consultant is required to but does not yet hold a City business license, it will promptly obtain a business license and will not provide services to the City until it has done so; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is

familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- . (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- . (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- . (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required

by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.8 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Four Hundred and Ninety Nine Thousand Eight Hundred Twenty Six Dollars (\$499,826.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or to the maximum total contract amount of \$24,999, whichever is greater. The CEO/City Manager is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe the services performed, and the date of performance. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement

shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within fifteen (15) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of six (6) months, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least thirty (30) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement,

immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within thirty (30) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

- (a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the

required occurrence limit.

- . (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per accident for bodily injury and property damage.
- . (c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Consultant certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of Baldwin Park and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

(b) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of Baldwin Park, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Baldwin Park shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Baldwin Park, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Director of Adult Services, Associate Director of Access & Engagement, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Union Station Homeless Services
Attention: Anne Miskey, CEO
825 E. Orange Grove Blvd.
Pasadena, CA 91104
Tel: (626) 240-4550
Email: amiskey@unionstationhs.org

IF TO CITY:

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

Tel: (626) 813-5204
Email: syauchzee@baldwinpark.com
Attn: Shannon Yauchzee, City Manager/CEO
CC: Manuel Carrillo Jr., Director of Recreation and Community Services/ Project Manager

6.5 Attorney's Fees. If litigation is brought by any party in connection with this Agreement, each party shall be responsible for its own costs and expenses, including attorneys' fees.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an

independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents,

shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Electronic Safeguards. Contractor shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

Commented [HS1]: This needs to be waived prior to final copy.
USHS does not agree to this condition.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect. The City will not pursue to hire any employee of the Consultant while this agreement is in effect and for two (2) years after the agreement's termination date.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or

provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.26 Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF BALDWIN PARK, A municipal corporation

Date: _____
Manuel Lozano
City Mayor

Date: _____
Shannon Yauchzee
City Manager

CONSULTANT

Anne Miskey
Chief Executive Officer
Union Station Homeless Services

ATTEST:

Vacant
Assistant City Clerk

APPROVED AS TO FORM:

Robert A. Tafoya
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Union Station will provide homeless services at the Access Points to the SGV Cohort (Cities of Baldwin Park, El Monte and South El Monte for a total project of \$499,826.00

Service Delivery Overview: :

Access Point services will be available in person or by phone in a rotating basis Monday through Friday during regular city business hours, and may be available on weekends if necessary to fill a demonstrated need. Each Access Point will include private space for confidential meetings between program participants and the staff member. Staff will be field capable and will coordinate transportation with each city for participants as needed to ensure needs are met. The service population includes individual adults, families with children and Transition Age Youth (TAY) who are homeless, or at risk of homelessness, and/or fleeing domestic violence living within SPA 3 and in the communities where these three Access Points are located. The proposed program incorporates housing first, harm reduction, and trauma-informed principles. We anticipate serving approximately 100 individuals at each location on average, although it will vary.

All Access Points will serve the diverse homeless populations and demographics that reside throughout SGV Cohort (Cities of Baldwin Park, El Monte and South El Monte. Ensuring that all resources and service are available for all populations and all ranges of acuity, we are prepared to work with a majority of individuals for which Rapid Rehousing may be the most appropriate intervention.

The provider will integrate and coordinate the Cohort's regional services within the SPA 3 Coordinated Entry System (CES) across the San Gabriel Valley. The three new Access Points will be seamlessly integrated into the current homeless services delivery system, and each City's Homeless Plan Implementation, and will provide new, local, very low barrier, highly accessible and visible points where homeless individuals, families with children and youth (TAY) may access initial services and begin their journey towards permanent housing via the SPA 3 CES.

The provider will leverage existing services funded through this Service Agreement and align with the cities existing wrap around support services such as interim housing (as well as advocating for more interim housing), leveraging motel vouchers, safe parking programs, basic needs assistance (lockers, food, clothing, hygiene, etc), free or low cost auto repair programs, and coordinating

with outreach teams, mobile shower programs, emergency response personnel, public works, and others who are likely to engage with homeless residents.

The proposed locations of the three Access Points are:

- South El Monte: 1530 Central Ave, South El Monte
- Baldwin Park: 14305 Morgan St, Baldwin Park
- El Monte: Bus Terminal 3501 Santa Anita Avenue

The start date for this Service Agreement is November 4th, 2020.

Update existing MOU's to operate each Access Point and will be signed between the provider and each city.

The provider will integrate the Cohort's regional coordination of services within the SPA 3 Coordinated Entry System (CES). As such, the provider will coordinate all activities with the CES across the San Gabriel Valley. The three new Access Points will be seamlessly integrated into the current homeless services delivery system, and with the each City's Homeless Plan Implementation, and will provide new, local, very low barrier, highly accessible and visible points where homeless individuals, families with children and youth (TAY) may access initial services and begin their journey towards permanent housing via the SPA 3 CES.

Access Points @ Baldwin Park/El Monte/ South:

- **Establish and Implement Interim Housing and Short-term Rental Assistance Programs**
 - PA1 - Short-Term Rental Assistance/Rapid Rehousing: \$85,500
 - Short-term Rental Assistance Program with supportive services targeting lower/medium acuity clients.
 - PA1 - Motel Vouchers for Interim Housing: \$97,526
 - Motel Vouchers
- **Establish Access Point, Navigation Center and Services Program:**
 - PA2 - Navigation Center/Lockers (\$30,000)
 - Establish available lockers and connection to laundry facility at:
 - South El Monte: 1530 Central Ave, South El Monte
 - Baldwin Park: 14305 Morgan St, Baldwin Park
 - El Monte: Bus Terminal 3501 Santa Anita Avenue
 - PA2 - Prevention/Diversion Program (\$87,000)
 - Establish a Prevention/Diversion Program to offer Rental assistance/Resources
 - Number of individuals and family members received prevention/diversion services (unduplicated = brand new or only once/year)
 - Number of individuals and family members prevented from becoming homeless during report period (unduplicated)

- Incorporate diversion and problem solving activities as both an initial and ongoing intervention for those individuals, youth, and families who are at risk of homelessness as well as those who are literally homeless. The goal of these services will be to help program participants avoid homelessness altogether and divert them from the homeless services system by identifying and accessing all available support and resources through existing support networks, outside of the traditional homeless response system.
- Even after enrollment/intake, prevention and diversion interventions may be drawn on to aid a participant with preventing or ending their homelessness. As needed, coordinate with each city's existing diversion/prevention programs and services.
- Prevention/diversion and problem solving services may include direct or leveraged services such as:
 - Short-term, intensive, field based case management (linkage and coordination) to address barriers to housing stability and to connect participant with available resources and supports, including mainstream or public benefits, primary health care, substance use resources, mental health treatment, legal aid, support from extended family and friends (including housing), and more.
 - Housing search assistance, including step-down to more affordable housing options
 - Relocation assistance
 - Temporary rental assistance
 - Temporary financial assistance with overdue rent, unpaid utilities and other bills, application fees, security deposits, etc.
 - Advocacy with landlords and conflict mediation, including legal assistance
 - Money management and budgeting
 - Employment assistance through existing Cohort, Regional and County Career Development Programs.
- Staff should already be trained on the National Alliance to End Homelessness' (NAEH) guiding principles of diversion: crisis resolution, client choice, respect and empowerment, providing the minimal assistance necessary for the shortest time possible, maximizing community resources, and providing the right resources to the right people at the right time. Drawing from NAEH guidance, staff will already be trained to implement diversion/problem solving using the 3 C's – Commitment, Conversation, and Creativity. Practical skills are necessary to practice diversion, including, what questions to ask, how to use motivational interviewing to

promote shared problem solving, what resources may be available outside of the homeless services delivery system, and applying via role playing.

- Utilize LAHSA's Initial Access Tool and Housing Problem-Solving Guide at the point of referral, prior to intake, and ongoing as appropriate.
- Leverage services from mainstream public benefits, local community partners, and other local resources such as financial or basic needs assistance from faith based organizations, legal aid, job placement and career development assistance, non traditional housing providers (SHARE!, sober livings) etc.

o PA1 - Homeless Housing Coordinator: \$81,200

- When delays occur with persons being enrolled in programs such as housing navigation or housing search and placement programs, it is expected that the Housing Navigator will work with the Case Manager to provide light touch (or more intensive as needed) to support access to services via the local Access Points.
- To ensure continuation of care (as needed) initiate Housing Stability Plan, documentation collection, housing search, and coordination of care.
- To avert homelessness, assist participants to connect back with family and friends, advocate with a current landlord or other problem solving assistance to move back into housing quickly.

o PA2 - Housing Navigation/Case Management: \$93,600

- Cohort Cities will enter into a subcontract with consultants to administer the interim housing programs; submit copies of draft subcontractor agreements for County approval.
- Cohort Cities will enter into a subcontract with a service provider(s) or consultant to serve as the Case Worker Coordinator; submit copies of draft subcontractor agreements for County approval.
- One full time Case Manager in office space within each city (BP/EM/SEM)
 - Provide diversion and problem solving interventions, completing initial CES screenings for homeless individuals, families and TAY who walk-in to each Access Point by using the approved LA CoC CES Assessment Tools for each population, and entering the assessment data into HMIS.
 - Resolve immediate housing needs by drawing on community resources such as public benefits and services outside the homeless services response system.
 - Screen for issues of domestic violence (DV) and possible linkage to domestic violence shelters or services in coordination with the SPA 3 DV Coordinator.

- Ensure access to basic needs assistance, such as food, clothing, and hygiene via the Regional Access Point and other local resources.
- If diversion is not a reasonable possibility, following a more thorough assessment, including, if appropriate the CES Assessment Tool or Prevention Targeting Tool, the case manager will seek to make referrals to appropriate homeless services programming, such as Prevention, Interim Housing, Rapid Rehousing, Housing Navigation, and via CES Regional Matching, to Permanent Supportive Housing. Additionally, the case manager will provide direct support and/or linkages to services and resources to assist with the individual, family, or youth's other needs, including, but not limited to: benefits enrollment, legal services, school liaisons, employment/career development, physical health, mental health, and substance use services, payee services, and transportation assistance.
- Partner with the participant to explore opportunities to increase income and pursue affordable and realistic housing opportunities, such as shared housing and family reunification.
- Improve access to SPA 3 Coordinated Entry Services for homeless adults, families with children and Transition Age Youth (TAY).
- Liaise with El Monte Access Point (VOA) to create a hub and spoke system among the three proposed Access Points (EM/SEM/BP) and the Regional Access Point

II. **Multi- City Shared Housing Navigation/Master Leasing/Landlord Outreach, Education and Incentive Program: \$25,000**

- **Consultant will engage Landlords, motel owners, property managers to increase interim and permanent housing opportunities**
 - o PA2 - Landlord Engagement/Incentives Program: \$25,000
 - Create a Landlord engagement plan with standard outreach, training, and support services across cohort.
 - Establish partnership/agreements with motel owners and landlords, property managers to increase interim and permanent housing opportunities

EXHIBIT B FEE SCHEDULE

Union Station will provide homeless services at the Access Points to the SGV Cohort (Cities of Baldwin Park, El Monte and South El Monte) for a total project not to exceed \$499,826.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2020

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Natalia Dionela PHONE (A/C, No, Ext): 818.539.8633 E-MAIL ADDRESS: Natalia_Dionela@ajg.com FAX (A/C, No):
INSURED Union Station Homeless Services 825 E. Orange Grove Blvd. Pasadena, CA 91104	INSURER(S) AFFORDING COVERAGE INSURER A: Quality Comp Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 0726293 UNIOSTA-02	NAIC #

COVERAGES**CERTIFICATE NUMBER:** 1084748053**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	0150700416	1/1/2020	1/1/2021	X ☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: (3) SGV Cohort Cities Homeless Services at Access Points | South El Monte: 1530 Central Ave, South El Monte; Baldwin Park: 14305 Morgan St, Baldwin Park; El Monte: Bus Terminal 3501 Santa Anita Avenue.

Waiver of Subrogation applies on Workers Compensation coverage in favor of The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers.

CERTIFICATE HOLDER**CANCELLATION**City of Baldwin Park
4100 Baldwin Park Blvd.
Baldwin Park CA 91706

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

AUTHORIZED REPRESENTATIVE

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Workers' Compensation Solutions

RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #15105). The company is rated "A+" Category "XV" by A.M. Best & Company.

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000

Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2020

Expiration: January 1, 2021

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

Jacqueline Harris
Director of Underwriting
RPS Monument

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.
THIS IS TO CERTIFY, That (a Corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF December 2004

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

JOHN M. REA

DIRECTOR

Mark T. Johnson

MARK T. JOHNSON

MANAGER

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

**DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS**

11050 Olson Drive, Suite 230
Rancho Cordova, CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **4515** was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 05th of December 2019

A handwritten signature in cursive script, appearing to read "Lyn Asio Booz".

Lyn Asio Booz, Chief

ORIG: Jackie Harris
Director Of Underwriting
Monument Insurance Services
255 Great Valley Pkwy, Ste 200
Malvern, Pa 19355

NUMBER: 4515 - 0085

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Union Station Homeless Services

(Name of Affiliate)

STATE OF INCORPORATION CA

Quality Comp, Inc.

(Master CertificateHolder)

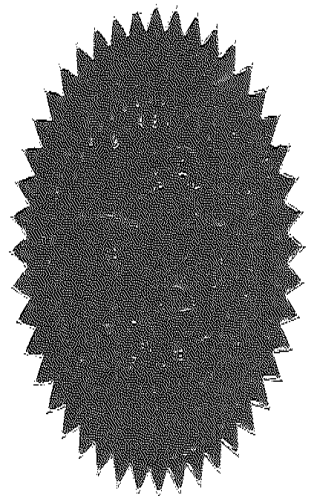
STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE: April 1, 2016

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



Lyn Asio Booz, Acting Chief

Christine Baker, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

Quality Comp, Inc. is a Group Self-Insurance Program authorized by the Office of Self-Insurance Plans to provide workers' compensation to approved members. The Board of Directors of Quality Comp, Inc. has authorized the Program Administrator to waive rights of subrogation in certain instances.

This change in coverage, effective 12:01 AM January 1, 2020, forms part of the member's coverage in Self-Insurance Group No. 4515.

Issued to Union Station Homeless Services

By Quality Comp, Inc.

The Program has the right to recover our payments from anyone liable for an injury covered by this employer. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this change shall be **\$2,500.00**.

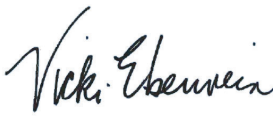
Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS PROVIDED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

Job Description

BLANKET WAIVER OF SUBROGATION

Countersigned by 
Vicki Eberwein, Program Administrator, Authorized Representative

Risk Placement Services, Inc.

255 Great Valley Parkway, Suite 200
Malvern, PA 19355



City of Pasadena 100 N. Garfield #212 Pasadena CA 91109 USA	Los Angeles Homeless Services Authority (LAHSA) and County, its special districts, elected officials, and their officers, agents, employees and volunteers Attn: Contracts Unit 811 Wilshire Boulevard, Suite 600 Los Angeles CA 90017	City of San Dimas Attention: Ann Garcia 245 E. Bonita Avenue San Dimas, CA 91773
The City of Pasadena P.O. Box 7115 Pasadena, CA 91109	National Community Renaissance of California (NCRC) 9421 Haven Avenue, Rancho Cucamonga, CA 91730	The City of Azusa 213 East Foothill Boulevard Azusa CA 91702
Community Development Commission Housing Authority of the County of Los Angeles 700 W. Main Street Alhambra, CA 91801	Rose Bowl, City of Pasadena 1001 Rose Bowl Drive Pasadena, CA 91103	City Manager City of Covina 125 E. College Street Covina, CA 91723
County of Los Angeles Attn: Tene Tate-Dickson 500 W. Temple Street – Room 493 Los Angeles CA 90012	SBWIB, Inc 11539 Hawthorne Blvd. Suite 500 Hawthorne CA 90250	City of Duarte Administration Department 1600 Huntington Drive Duarte, CA 91010
County of Los Angeles Department of Health Services Contracts and Grants Division Attn: Kathy K. Hanks, C.P.M. 313 N. Figueroa Street, 6E Los Angeles CA 90012	City of La Verne Attention: Maia McCurley, Associate Planner 3660 D. Street La Verne, CA 91750	City of Glendora Community Services 116 E. Foothill Blvd. Glendora, CA 91741

Risk Placement Services, Inc.

255 Great Valley Parkway, Suite 200
Malvern, PA 19355



Board of Supervisors County of Los Angeles 500 W Temple, Room 383 Los Angeles CA 90012	City of Baldwin Park 4100 Baldwin Park Blvd. Baldwin Park CA 91706
City of West Covina Public Services Department 1444 W Garvey Ave S West Covina CA 91790	
Community Development Partners 3416 Via Oporto, Suite 301 Newport Beach, CA 92663	
San Gabriel Valley Council of Governments 1000 S. Fremont Avenue, Suite 10-210 Alhambra, CA 91803	
Los Angeles County Development Authority Community & Economic Development Division-Grants Management Unit 700 W. Main Street Alhambra CA 91801	

Risk Placement Services, Inc.

255 Great Valley Parkway, Suite 200
Malvern, PA 19355

STAFF REPORT



TO: Honorable Mayor/Chair, and Members of the City Council, and Successor Agency to the Community Development Commission

FROM: Shannon Yauchzee, Chief Executive Officer
Benjamin Martinez, Director of Community Development

DATE: November 18, 2020

SUBJECT: City Council Resolution No. 2020-059 and Successor Agency Resolution No. SA 2020-002 Regarding Transfer of Morgan Park Land from Successor Agency to City

SUMMARY

The Successor Agency to the City of Baldwin Park Community Development Commission (the "Successor Agency") is the owner of real property located on the west side of Laurens Avenue between Morgan Street and Cesar Chavez Drive in the City (the "Property"). The Property is currently used as a portion of Morgan Park, a community park operated by the City. The Successor Agency proposes to transfer the Property to the City for public uses.

RECOMMENDATION

It is recommended that the Successor Agency adopt Resolution No. SA 2020-002 entitled A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT COMMISSION APPROVING THE TRANSFER OF PROPERTY TO THE CITY OF BALDWIN PARK

It is recommended that the City Council adopt Resolution No. 2020-059 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING THE TRANSFER OF PROPERTY FROM THE SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT COMMISSION

FISCAL IMPACT

Since the Successor Agency will be transferring the property to the City for no consideration, there will be no funds distributed to the taxing agencies, including to the City.

BACKGROUND

On June 29, 2011, the Governor signed into law AB 26 (together with AB 1484 and SB 107, the "Dissolution Act") which automatically suspended redevelopment activities, and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012.

Health and Safety Code Section 34191.5 requires a successor agency to prepare a long range property management plan (LRPMP) that addresses the disposition and use of the real properties of the former redevelopment agency. The Successor Agency's LRPMP was approved on August 28, 2014.

The LRPMP provides that "The Successor Agency shall transfer the property to City for governmental use as a public park as permitted under HSC 34181(a)."

ALTERNATIVES

The City Council and Successor Agency do not adopt Resolution No. 2020-059 and Resolution No. SA 2020-002, and the Successor Agency retains ownership of the Property and does not transfer ownership to the City.

LEGAL REVIEW

The City Attorney has reviewed the attached resolutions and Form of Grant Deed and has approved their form and content.

ATTACHMENTS

1. Resolution No. 2020-059
2. Resolution No. SA 2020-002
3. Form of Grant Deed
4. Successor Agency Map

RESOLUTION NO. 2020-059

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK
APPROVING THE TRANSFER OF PROPERTY FROM THE SUCCESSOR
AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT
COMMISSION**

WHEREAS, the Successor Agency to the City of Baldwin Park Community Development Commission (the "Successor Agency") is the successor in interest to the City of Baldwin Park Community Development Commission (the "Former Agency"); and

WHEREAS, the Successor Agency is the owner of certain real property located on the west side of Laurens Avenue between Morgan Street and Cesar Chavez Drive in the City (the "Property"); and

WHEREAS, the Property is currently used as a portion of Morgan Park, a community park operated by the City; and

WHEREAS, the Long Range Property Management Plan adopted by Successor Agency, dated August 28, 2014, and approved by the State Department of Finance on May 4, 2015 (the "LRPMP"), provides that "The Successor Agency shall transfer the property to City for governmental use as a public park as permitted under HSC 34181(a);" and

WHEREAS, pursuant to Section 34191.4 of the Health and Safety Code, the Successor Agency is permitted to dispose of properties in accordance with, and upon approval of, a LRPMP; and

WHEREAS, the City now desires to acquire the Property from the Successor Agency; and

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED
BY THE CITY COUNCIL OF THE CITY OF BALDWIN PARK AS FOLLOWS:**

SECTION 1. The City shall acquire the Property from the Successor Agency for no monetary consideration.

SECTION 2. The City Manager is hereby authorized to execute a Certificate of Acceptance to the Grant Deed in the form attached hereto as Exhibit "A," and to take such further actions and execute such further documents as may be necessary to acquire the Property from the Successor Agency.

PASSED AND ADOPTED this 18th day of November, 2020

Mayor

ATTEST:

City Clerk

I, _____, City Clerk of the City of Baldwin Park, do hereby certify that the foregoing resolution was duly and regularly approved and adopted by the City Council of the City of Baldwin Park Community Development Commission at a regularly scheduled meeting thereof held on November 18, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk

3625754.1

RESOLUTION NO. SA 2020-002

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT COMMISSION APPROVING THE TRANSFER OF PROPERTY TO THE CITY OF BALDWIN PARK

WHEREAS, the Successor Agency to the City of Baldwin Park Community Development Commission (the “Successor Agency”) is the successor in interest to the City of Baldwin Park Community Development Commission (the “Former Agency”); and

WHEREAS, the Successor Agency is the owner of certain real property located on the west side of Laurens Avenue between Morgan Street and Cesar Chavez Drive in the City (the “Property”); and

WHEREAS, the Property is currently used as a portion of Morgan Park, a community park operated by the City; and

WHEREAS, the Long Range Property Management Plan adopted by Successor Agency, dated August 28, 2014, and approved by the State Department of Finance (“DOF”) on May 4, 2015 (the “LRPMP”), provides that “The Successor Agency shall transfer the property to City for governmental use as a public park as permitted under HSC 34181(a);” and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, the Successor Agency is permitted to dispose of properties in accordance with, and upon approval of, a LRPMP; and

WHEREAS, the Successor Agency now desires to transfer the Property to the City; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT COMMISSION AS FOLLOWS:

SECTION 1. The Successor Agency hereby agrees to convey the Property to the City for no monetary consideration.

SECTION 2. The Executive Director of the Successor Agency is hereby authorized to execute and record the Grant Deed attached hereto as Exhibit “A” and to take such further actions and execute such further documents as may be necessary to convey the Property to the City.

PASSED AND ADOPTED this 18th day of November, 2020

Chair, Successor Agency

ATTEST:

Successor Agency Secretary

I, _____, Secretary of the Successor Agency to the City of Baldwin Park Community Development Commission, do hereby certify that the foregoing resolution was duly and regularly approved and adopted by the Successor Agency to the City of Baldwin Park Community Development Commission at a regularly scheduled meeting thereof held on November 18, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary of the Successor Agency to the City
of Baldwin Park Community Development Commission

3625676.1

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91716
Attention: City Clerk

APN:

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Exempt from Documentary Transfer Tax
Per Rev. & Tax. Code §11922,
Governmental Agency acquiring title.

GRANT DEED

WHEREAS, on June 29, 2011 the Legislature of the State of California (the "State") adopted Assembly Bill x1 26 ("AB 26"), which amended provisions of the Redevelopment Law and provided for the dissolution of redevelopment agencies; and

WHEREAS, pursuant to AB 26 (together with AB 1484 and SB 107, the "Dissolution Law") and the California Supreme Court decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, which upheld AB 26, the Redevelopment Agency of the City of Baldwin Park (the "Former Agency") was dissolved effective February 1, 2012; and

WHEREAS, the Successor Agency to the City of Baldwin Park Community Development Commission (the "Successor Agency") is the successor in interest to the Former Agency under the Dissolution Law; and

WHEREAS, the Successor Agency is the owner of certain real property located on the west side of Laurens Avenue between Morgan Street and Cesar Chavez Drive in the City (the "Property"); and

WHEREAS, the Property is currently used as a portion of Morgan Park, a community park operated by City; and

WHEREAS, the Long Range Property Management Plan adopted by Successor Agency, dated August 28, 2014, and approved by the State Department of Finance ("DOF") on May 4, 2015 (the "LRPMP"), provides that "The Successor Agency shall

transfer the property to City for governmental use as a public park as permitted under HSC 34181(a);” and

WHEREAS, pursuant to Section 34191.4 of the Dissolution Law, the Successor Agency is permitted to dispose of properties in accordance with, and upon approval of, a LRPMP; and

WHEREAS, pursuant to Resolution No. SA 2020-__ adopted by the Successor Agency on November 18, 2020 and Resolution No. 2020-__ adopted by the City Council on November 18, 2020, the Successor Agency is required to transfer the Property to the City for public purposes; and

WHEREAS, the Successor Agency now desires to transfer the Property to the City pursuant to this Grant Deed; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Successor Agency to the City of Baldwin Park Community Development Commission, a public body, corporate and politic, hereby grants and conveys to the City of Baldwin Park, a municipal corporation (the “**City**”), the Property which is particularly described in Exhibit A attached hereto and incorporated in this grant deed (this “**Grant Deed**”) by this reference.

1. Public Use. The City shall use the Property for governmental use as a public park and such other public purposes as may be determined by the City.

2. Nondiscrimination. The City shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. The City covenants for itself and all persons claiming under or through it, and this Grant Deed is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall the City or any person claiming under or through the City establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof.

The Successor Agency has executed this Grant Deed as of this _____ day of _____, 2020.

SUCCESSOR AGENCY

SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY
DEVELOPMENT COMMISSION

By: _____
Shannon Yauchzee, Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2020 from the Successor Agency to the City of Baldwin Park Community Development Commission, a public body, corporate and politic, to the City of Baldwin Park, a municipal corporation ("**City**"), is hereby accepted on behalf of the City by its City Manager pursuant to authority conferred by Resolution No. 2020-____ adopted on November 18, 2020, and the City consents to recordation of the Grant Deed by its duly authorized officer.

Dated: _____, 2020

CITY OF BALDWIN PARK,
a municipal corporation

By: _____
Shannon Yauchzee,
Chief Executive Officer

3625067.1

ATTACHMENT 4



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 18, 2020

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 \$101.00.

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 13 to November 9, 2020, Successor Agency Warrant with check number 13561 in the total amount of \$101.00 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 10/13/2020 - 11/9/2020

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
13561	10/14/2020	COUNTY OF LOS ANGELES DEP	SEWER SERV CHARGE FOR FY	838-00-000-51101-14900	50.50
13561	10/14/2020	COUNTY OF LOS ANGELES DEP	SEWER SERV CHARGE FOR FY	838-00-000-51101-14900	50.50
Grand Total:					<u>101.00</u>

Report Summary

Fund Summary

Fund	Payment Amount
838 - BP MERGED 2017 REFINANCE	101.00
Grand Total:	101.00

Account Summary

Account Number	Account Name	Payment Amount
838-00-000-51101-14900	PROFESSIONAL SERVICE	101.00
Grand Total:		101.00

Project Account Summary

Project Account Key	Payment Amount
None	101.00
Grand Total:	101.00

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 18, 2020

SUBJECT: Treasurer's Report – September 2020

SUMMARY

Attached is the Treasurer's Report for the month of September 2020. 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 2020.

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

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
DATE: November 18, 2020
SUBJECT: Treasurer's Report – September 2020

SUMMARY

Attached is the Treasurer's Report for the month of September 2020. 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 2020.

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

STAFF REPORT

TO: Honorable Mayor/Chair, and Members of the City Council, and Successor Agency to the Community Development Commission

FROM: Shannon Yauchzee, Chief Executive Officer
Benjamin Martinez, Director of Community Development

DATE: November 18, 2020

SUBJECT: City Council Resolution No. 2020-059 and Successor Agency Resolution No. SA 2020-002 Regarding Transfer of Morgan Park Land from Successor Agency to City

SUMMARY

The Successor Agency to the City of Baldwin Park Community Development Commission (the "Successor Agency") is the owner of real property located on the west side of Laurens Avenue between Morgan Street and Cesar Chavez Drive in the City (the "Property"). The Property is currently used as a portion of Morgan Park, a community park operated by the City. The Successor Agency proposes to transfer the Property to the City for public uses.

RECOMMENDATION

It is recommended that the Successor Agency adopt Resolution No. SA 2020-002 entitled A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT COMMISSION APPROVING THE TRANSFER OF PROPERTY TO THE CITY OF BALDWIN PARK

It is recommended that the City Council adopt Resolution No. 2020-059 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING THE TRANSFER OF PROPERTY FROM THE SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT COMMISSION

FISCAL IMPACT

Since the Successor Agency will be transferring the property to the City for no consideration, there will be no funds distributed to the taxing agencies, including to the City.

BACKGROUND

On June 29, 2011, the Governor signed into law AB 26 (together with AB 1484 and SB 107, the "Dissolution Act") which automatically suspended redevelopment activities, and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012.

Health and Safety Code Section 34191.5 requires a successor agency to prepare a long range property management plan (LRPMP) that addresses the disposition and use of the real properties of the former redevelopment agency. The Successor Agency's LRPMP was approved on August 28, 2014.

The LRPMP provides that "The Successor Agency shall transfer the property to City for governmental use as a public park as permitted under HSC 34181(a)."

ALTERNATIVES

The City Council and Successor Agency do not adopt Resolution No. 2020-059 and Resolution No. SA 2020-002, and the Successor Agency retains ownership of the Property and does not transfer ownership to the City.

LEGAL REVIEW

The City Attorney has reviewed the attached resolutions and Form of Grant Deed and has approved their form and content.

ATTACHMENTS

1. Resolution No. 2020-059
2. Resolution No. SA 2020-002
3. Form of Grant Deed
4. Successor Agency Map

RESOLUTION NO. 2020-059

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK
APPROVING THE TRANSFER OF PROPERTY FROM THE SUCCESSOR
AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT
COMMISSION**

WHEREAS, the Successor Agency to the City of Baldwin Park Community Development Commission (the "Successor Agency") is the successor in interest to the City of Baldwin Park Community Development Commission (the "Former Agency"); and

WHEREAS, the Successor Agency is the owner of certain real property located on the west side of Laurens Avenue between Morgan Street and Cesar Chavez Drive in the City (the "Property"); and

WHEREAS, the Property is currently used as a portion of Morgan Park, a community park operated by the City; and

WHEREAS, the Long Range Property Management Plan adopted by Successor Agency, dated August 28, 2014, and approved by the State Department of Finance on May 4, 2015 (the "LRPMP"), provides that "The Successor Agency shall transfer the property to City for governmental use as a public park as permitted under HSC 34181(a);" and

WHEREAS, pursuant to Section 34191.4 of the Health and Safety Code, the Successor Agency is permitted to dispose of properties in accordance with, and upon approval of, a LRPMP; and

WHEREAS, the City now desires to acquire the Property from the Successor Agency; and

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED
BY THE CITY COUNCIL OF THE CITY OF BALDWIN PARK AS FOLLOWS:**

SECTION 1. The City shall acquire the Property from the Successor Agency for no monetary consideration.

SECTION 2. The City Manager is hereby authorized to execute a Certificate of Acceptance to the Grant Deed in the form attached hereto as Exhibit "A," and to take such further actions and execute such further documents as may be necessary to acquire the Property from the Successor Agency.

PASSED AND ADOPTED this 18th day of November, 2020

Mayor

ATTEST:

City Clerk

I, _____, City Clerk of the City of Baldwin Park, do hereby certify that the foregoing resolution was duly and regularly approved and adopted by the City Council of the City of Baldwin Park Community Development Commission at a regularly scheduled meeting thereof held on November 18, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk

3625754.1

RESOLUTION NO. SA 2020-002

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT COMMISSION APPROVING THE TRANSFER OF PROPERTY TO THE CITY OF BALDWIN PARK

WHEREAS, the Successor Agency to the City of Baldwin Park Community Development Commission (the “Successor Agency”) is the successor in interest to the City of Baldwin Park Community Development Commission (the “Former Agency”); and

WHEREAS, the Successor Agency is the owner of certain real property located on the west side of Laurens Avenue between Morgan Street and Cesar Chavez Drive in the City (the “Property”); and

WHEREAS, the Property is currently used as a portion of Morgan Park, a community park operated by the City; and

WHEREAS, the Long Range Property Management Plan adopted by Successor Agency, dated August 28, 2014, and approved by the State Department of Finance (“DOF”) on May 4, 2015 (the “LRPMP”), provides that “The Successor Agency shall transfer the property to City for governmental use as a public park as permitted under HSC 34181(a);” and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, the Successor Agency is permitted to dispose of properties in accordance with, and upon approval of, a LRPMP; and

WHEREAS, the Successor Agency now desires to transfer the Property to the City; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY DEVELOPMENT COMMISSION AS FOLLOWS:

SECTION 1. The Successor Agency hereby agrees to convey the Property to the City for no monetary consideration.

SECTION 2. The Executive Director of the Successor Agency is hereby authorized to execute and record the Grant Deed attached hereto as Exhibit “A” and to take such further actions and execute such further documents as may be necessary to convey the Property to the City.

PASSED AND ADOPTED this 18th day of November, 2020

Chair, Successor Agency

ATTEST:

Successor Agency Secretary

I, _____, Secretary of the Successor Agency to the City of Baldwin Park Community Development Commission, do hereby certify that the foregoing resolution was duly and regularly approved and adopted by the Successor Agency to the City of Baldwin Park Community Development Commission at a regularly scheduled meeting thereof held on November 18, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary of the Successor Agency to the City
of Baldwin Park Community Development Commission

3625676.1

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91716
Attention: City Clerk

APN:

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Exempt from Documentary Transfer Tax
Per Rev. & Tax. Code §11922,
Governmental Agency acquiring title.

GRANT DEED

WHEREAS, on June 29, 2011 the Legislature of the State of California (the "State") adopted Assembly Bill x1 26 ("AB 26"), which amended provisions of the Redevelopment Law and provided for the dissolution of redevelopment agencies; and

WHEREAS, pursuant to AB 26 (together with AB 1484 and SB 107, the "Dissolution Law") and the California Supreme Court decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, which upheld AB 26, the Redevelopment Agency of the City of Baldwin Park (the "Former Agency") was dissolved effective February 1, 2012; and

WHEREAS, the Successor Agency to the City of Baldwin Park Community Development Commission (the "Successor Agency") is the successor in interest to the Former Agency under the Dissolution Law; and

WHEREAS, the Successor Agency is the owner of certain real property located on the west side of Laurens Avenue between Morgan Street and Cesar Chavez Drive in the City (the "Property"); and

WHEREAS, the Property is currently used as a portion of Morgan Park, a community park operated by City; and

WHEREAS, the Long Range Property Management Plan adopted by Successor Agency, dated August 28, 2014, and approved by the State Department of Finance ("DOF") on May 4, 2015 (the "LRPMP"), provides that "The Successor Agency shall

transfer the property to City for governmental use as a public park as permitted under HSC 34181(a);” and

WHEREAS, pursuant to Section 34191.4 of the Dissolution Law, the Successor Agency is permitted to dispose of properties in accordance with, and upon approval of, a LRPMP; and

WHEREAS, pursuant to Resolution No. SA 2020-__ adopted by the Successor Agency on November 18, 2020 and Resolution No. 2020-__ adopted by the City Council on November 18, 2020, the Successor Agency is required to transfer the Property to the City for public purposes; and

WHEREAS, the Successor Agency now desires to transfer the Property to the City pursuant to this Grant Deed; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Successor Agency to the City of Baldwin Park Community Development Commission, a public body, corporate and politic, hereby grants and conveys to the City of Baldwin Park, a municipal corporation (the “**City**”), the Property which is particularly described in Exhibit A attached hereto and incorporated in this grant deed (this “**Grant Deed**”) by this reference.

1. Public Use. The City shall use the Property for governmental use as a public park and such other public purposes as may be determined by the City.

2. Nondiscrimination. The City shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. The City covenants for itself and all persons claiming under or through it, and this Grant Deed is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall the City or any person claiming under or through the City establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof.

The Successor Agency has executed this Grant Deed as of this _____ day of _____, 2020.

SUCCESSOR AGENCY

SUCCESSOR AGENCY TO THE CITY OF BALDWIN PARK COMMUNITY
DEVELOPMENT COMMISSION

By: _____
Shannon Yauchzee, Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2020 from the Successor Agency to the City of Baldwin Park Community Development Commission, a public body, corporate and politic, to the City of Baldwin Park, a municipal corporation ("**City**"), is hereby accepted on behalf of the City by its City Manager pursuant to authority conferred by Resolution No. 2020-____ adopted on November 18, 2020, and the City consents to recordation of the Grant Deed by its duly authorized officer.

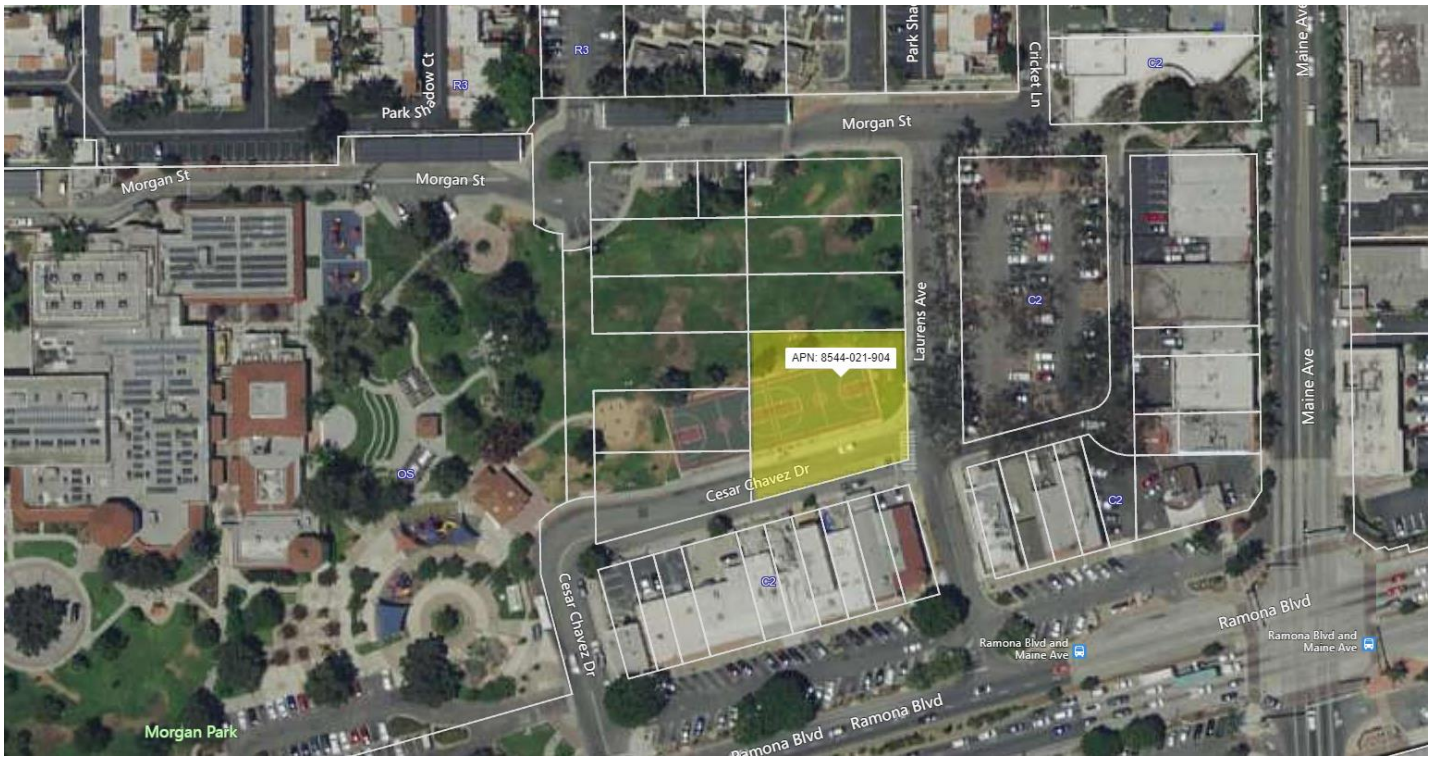
Dated: _____, 2020

CITY OF BALDWIN PARK,
a municipal corporation

By: _____
Shannon Yauchzee,
Chief Executive Officer

3625067.1

ATTACHMENT 4



STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Laura Thomas, HR/RM Manager
DATE: November 18, 2020
SUBJECT: Resolution 2020-058 Agreement for Temporary Employment

SUMMARY

CEO Shannon Yauchzee has submitted paperwork to retire at the end of the year after serving the City of Baldwin Park for almost 7 years. In order to minimize disruption resulting from this loss of institutional and operational knowledge, to complete important projects, and to provide a smooth transition, the City is interested in retaining his services on a temporary basis of approximately four to six months.

RECOMMENDATION

Staff recommends that the City Council approve a resolution authorizing the Mayor to execute a part time, temporary employment agreement.

FISCAL IMPACT

Since the agreement is part-time with no benefits, there is a substantial savings to the City of approximately \$100,000 to \$200,000 depending on the term

BACKGROUND

With the recent confirmation CEO Shannon Yauchzee is set to retire, The City may provide an arrangement where he can continue to work for the City for approximately an additional 6 months and no more than 960 hours in any Fiscal Year. This additional time will allow for the appropriate transition of critical projects as well as the proper selection and transition of his replacement.

Section 7522.56 of the California Government Code states that a retiree can only be rehired by an agency for a maximum of 960 hours in a fiscal year. The law also states that if an agency wishes to reemploy such an individual sooner than 180 days after retirement, the governing board must certify that the nature of the appointment is necessary to fill a critical need. While it is likely that Mr. Yauchzee will complete his temporary assignment by approximately the end of June 2021 or sooner, there is some flexibility in making the agreement effective through December 30, 2021. Under CalPERS restrictions, although the agreement can be terminated earlier, it cannot be extended past this date for any reason.

On March 4, 2020, Governor Gavin Newsom issued Executive Order N-25-20. The executive order, among other things, suspended certain restrictions applicable to retired annuitants. On March 18, 2020, the California Public Employees' Retirement System ("CalPERS") issued Circular Letter 200-015-20, which explains the restrictions that are suspended for the duration of the state of emergency caused by the COVID-19 pandemic. Any hours worked by a retired annuitant to ensure adequate staffing during the state of emergency will not count toward the 960-hour per fiscal year limit. In addition, the 180-day wait period between retirement and returning to post-retirement employment will be suspended.

In order to be compliant with California Law and the 2013 Pension Reform Act, it is normally necessary for the City Council to certify there is an urgent need to waive the 180 day waiting period as well as take an action affirming the execution of such employment arrangements. In addition the employee

must be paid the same rate as in the approved City Salary Resolution and the employee cannot receive any other benefits or compensation and may not receive any incentive to retire such as a golden handshake. The attached resolution and agreement satisfy those requirements.

ALTERNATIVES

The alternative is to not approve the Resolution and provide other direction.

LEGAL REVIEW

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

Attachment

1. Resolution 2020-058
2. Temporary Employment Agreement

RESOLUTION NO. 2020.058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING AN AGREEMENT WITH “RETIRED ANNUITANT” SHANNON YAUCHZEE AS INTERIM CHIEF EXECUTIVE OFFICER / CITY MANAGER (CEO) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT RESOLVED by the City Council of the City of Baldwin Park as follows:

Section 1. In compliance with Government Code section 7522.56 the City of Baldwin Park must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date.

Section 2. That CEO Shannon Yauchzee (Yauchzee, Retired Annuitant) will be retiring from the City of Baldwin Park effective December 31, 2020.

Section 3. That section 7522.56 requires post-retirement employment commence no earlier than 180 days after the retirement date without this certification resolution and/or unless waived by emergency orders of the Governor of California.

Section 4. That section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive and the City Council of Baldwin Park certifies that Yauchzee has not and will not receive any Golden Handshake or other retirement incentive.

Section 5. On March 4, 2020, Governor Gavin Newsom issued Executive Order N-25-20. The executive order, among other things, suspended certain restrictions applicable to retired annuitants. On March 18, 2020, the California Public Employees' Retirement System (“CalPERS”) issued Circular Letter 200-015-20, which explains the restrictions that are suspended for the duration of the state of emergency caused by the COVID-19 pandemic. The employment shall be limited to 960 hours per Fiscal Year however any hours worked by a retired annuitant to ensure adequate staffing during the state of emergency will not count toward the 960-hour per fiscal year limit. In addition, the 180-day wait period between retirement and returning to post-retirement employment will be suspended.

Section 6. This section 21221(h) appointment shall only be made once and therefore will end on or before December 30, 2021.

Section 7. The compensation paid to retirees cannot be less than nor more than the base salary as specified in the City Salary Resolution. The hourly rate paid to Yauchzee will be one-hundred and twenty dollars and fifty-five cents per hour in accordance with the City approved Salary Resolution.

Section 8. That the Baldwin Park City Council hereby appoints Shannon Yauchzee as an interim appointment retired annuitant to the vacant position of CEO for

the City of Baldwin Park under Government Code section 21221(h), effective January 1, 2021.

Section 9. That pursuant to sections 7522.56 and 21221(h) of the Government Code, the City Council has determined that a critical need exists for retaining the services of “retired annuitant,” due to various ongoing and complex projects and assignments required for the operation of the City, managing the City during a state of emergency, and during a fiscal crisis, to complete recruitment of a Police Chief, to complete employee contract negotiations, to avoid a lapse in leadership and to provide guidance and transition during the replacement hiring; and

Section 10. That an appointment under Government Code Section 21221(h) requires and active, publicly posted recruitment for a permanent replacement for the critical position of CEO; and

Section 11 the current status of the recruitment for this critical position will be advertised and publicly posted on the City of Baldwin Park website and other such resources such as Western Cities on-line publication; and

Section 12. That the retired annuitant’s scope of work will be focused on the following activities and limited to 960 hours of work within a Fiscal Year; Employer shall employ Retired Annuitant as the Interim CEO. Retired Annuitant shall be vested with full power and authority to direct and conduct all the business of the City of Baldwin Park as is provided for by the Baldwin Park Municipal Code and other applicable statutory provisions. Duties and assignments while in this capacity shall generally include administrative oversight of City Departments and Directors, attendance at meetings representing the City, serve as the Executive Director of the Baldwin Park Successor Agency, Housing Authority, and Finance Authority, and perform other related duties as required by law and designated by the City Council.

Section 13. That the Mayor of the City of Baldwin Park is hereby authorized to execute an Agreement with Shannon Yauchzee for temporary post-retirement employment, said Agreement being in the form attached hereto and made a part hereof by reference as though the same were set forth in full herein. The entire agreement between yauchzee and the City of Baldwin Park is reviewed by this body and attached herein.

Section 14. That said action was taken during a regular meeting of the Baldwin Park City Council and considered as part of the non-consent portion of the agenda.

Section 15. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED AND ADOPTED this 20th day of July, 2020.

ATTEST:

, Mayor

, Deputy City Clerk

I hereby certify that the foregoing Resolution No. 20-058 was duly and regularly adopted by the City Council of the City of Baldwin Park at a meeting thereof held on the _____ 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Deputy City Clerk

EMPLOYMENT AGREEMENT

This employment agreement is effective as of January 1, 2021, between the City of Baldwin Park ("Employer") and Shannon Yauchzee ("Retired Annuitant").

1. The Retired Annuitant served as Chief Executive Officer / City Manager (CEO) for Employer. Employer desires to ensure continued services of Retired Annuitant as the CEO in order to retain his experience, abilities and knowledge until such time as a suitable replacement can be found and trained and is therefore agreeing to continue engaging his services as CEO under the terms and conditions set forth below.
2. Retired Annuitant desires to continue in the employment of Employer and is willing to do so under the terms and conditions set forth below.

THEREFORE, in consideration of the above recitals and of mutual promises and conditions in this AGREEMENT, it is agreed as follows:

3. **TERM OF EMPLOYMENT.** Subject to earlier termination as provided for in this AGREEMENT, Retired Annuitant shall be employed for a term beginning January 1, 2021, and ending no later than December 30, 2021.
4. **DUTIES AND AUTHORITY.** Employer shall employ Retired Annuitant as the CEO. Retired Annuitant shall be vested with full power and authority to direct and conduct all the business of the City of Baldwin Park as is provided for by the Baldwin Park Municipal Code and other applicable statutory provisions. Duties and assignments while in this capacity shall generally include administrative oversight of City Departments and Directors; attendance at meetings representing the City; serving as the Executive Director of the Baldwin Park Successor Agency, Housing Authority, and Finance Authority; and perform other related duties as required by law and designated by the City Council.
5. **REASONABLE TIME AND EFFORT.** During his employment, Retired Annuitant shall devote such time, interest and effort to the performance of this AGREEMENT as is necessary. However, absent a mandated schedule, Retired Annuitant shall be expected to devote approximately 36 to 40 hours weekly to the performance of these described duties. In no event shall Retired Annuitant work more than 960 hours within any Fiscal Year during the term of this AGREEMENT unless waived by emergency order of the Governor.
6. **WAGES.** During the term of this AGREEMENT, Employer agrees to pay Retired Annuitant the hourly rate of \$120.55037, payable in bi-weekly installments subject to all applicable withholdings and deductions.
7. **ADDITIONAL BENEFITS.** Except as provided for above, or as required by State and Federal law, during the employment term, Retired Annuitant shall not be entitled to receive other benefits of employment generally available to Employer's other employees.
8. **TERMINATION OF AGREEMENT.** Employer may terminate Retired Annuitant's employment during the term of this AGREEMENT, on provision to Retired Annuitant of ninety (90) days written notice of such action.

9. **INDEMNIFICATION BY EMPLOYER.** Employer shall, to the maximum extent permitted by the law, indemnify and hold Retired Annuitant harmless for any acts or decisions made by him in the course and scope of employment. To the same extent, Employer will pay and advance all expenses, including reasonable attorney's fees and costs of court approved settlements, actually and necessarily incurred by Employer in connection with the defense of any action, suit or proceeding and in connection with any appeal, which has been brought against Retired Annuitant by reason of his performance of services as an officer or agent of the Employer.
10. **TERMINATION OR RESIGNATION.** Retired Annuitant may terminate this AGREEMENT by giving Employer prior written notice of resignation. Unless otherwise agreed to by the parties, termination of employment by resignation shall result in no post-resignation compensation being paid to Retired Annuitant.
11. **CONFORMANCE WITH RETIREMENT LAW.** This AGREEMENT may only be modified, including extension of term, in writing by Retired Annuitant and Mayor and City Council or their designee provided that changes are in conformance with current California Public Employee's Retirement law involving post retirement employment under Section 7522.56.
12. **CITY COUNCIL APPROVAL.** This AGREEMENT shall be of no force and effect unless or until approved by the City Council of the City of Baldwin Park.

Executed on this ____ day of _____ 2020, in the City of Baldwin Park, Los Angeles County.

Signatures:

Mayor Manuel Lozano

Shannon Yauchzee
Retired Annuitant

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Laura Thomas, HR/RM Manager
DATE: November 18, 2020
SUBJECT: Amending Municipal Code Regarding Purchasing Officer Designation and Updating Purchasing Policy & Procedures

SUMMARY

The purpose of this staff report is to present a proposed amendment to the municipal code regarding the purchasing officer designation and updating the purchasing policy and procedures based on the comments from the State Controller auditor. The current ordinance is outdated, vague and is in conflict with State Law in some respects. The amended ordinance will make purchasing policies easier to understand and follow as well as bring them in line with State Laws.

RECOMMENDATION

Staff recommends that the City Council review and approve the attached ordinance amending the municipal code regarding the purchasing officer designation and updating the purchasing policy and procedures.

FISCAL IMPACT

None.

BACKGROUND

During the recent review of the City's internal system control from the State Controller's auditor and their comments and recommendation, the City decided to amend the Municipal Code related to the purchasing to make it clear to follow and comply according to the Government Codes stated in the attached amending Municipal Codes. The Purchasing Policy and Procedures is also updated accordingly.

ALTERNATIVES

N/A.

LEGAL REVIEW

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

ATTACHMENTS

1. Ordinance 1456
2. Update Purchasing Policy and Procedures

ORDINANCE NO. 1457

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AMENDING MUNICIPAL CODE REGARDING PURCHASING OFFICER DESIGNATION; BIDDING; EXCEPTIONS, CHAPTER 34.23; COOPERATIVE PURCHASING AGREEMENTS, CHAPTER 34.37; CONTRACT SERVICES, CHAPTER 34.38 AND PUBLIC WORKS CONTRACT, CHAPTER 34.39 OF PURCHASING

WHEREAS, the City of Baldwin Park's purchasing code requires periodic updates in order to reflect best practices in procurement.

WHEREAS, Section 10.17 (A) of the Baldwin Park Municipal Code states that "If the legislative body shall desire to amend any existing chapter or section of this code, the chapter or section shall be specifically repealed and a new chapter or section, containing the desired amendment, substituted in its place."

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

SECTION 1. The majority purchasing sections of the Municipal Code were last updated in 1995 with the adoption of Ordinance No. 1101. It designated the Director of Administrative Services as Purchasing Officer. In reviewing the City's current Organization Chart, it became apparent that the Municipal Code is not consistent with the Organization Chart and does not reflect current best practices. The legislative body desire to amend the designation and designate the Chief Executive Officer as Purchasing Officer.

SECTION 2. That sections 34.23; Sections 34.37; sections 34.38 and section 34.39 of the Baldwin Park Municipal Code hereby amended as set forth in EXHIBIT "A" attached hereto.

SECTION 3. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED and ADOPTED this 18th day of November, 2020.

EXHIBIT "A"

§ 34.23 BIDDING; EXCEPTIONS.

Purchases of supplies and equipment for city use shall be made and accomplished in conformity with §§ 34.26 through 34.34, except:

(A) Emergency Purchases:

The City is not required to engage in either informal or formal competitive bidding in an emergency. The City Council delegates to the CEO the authority to waive any procedures in the Purchasing Guidelines that are not statutorily mandated when making emergency purchases of supplies, equipment, materials or services. "Emergency Purchases" shall be made only for the reasons of preserve or protect life, health or property or upon natural disaster or forestall a shutdown of essential public services. The CEO may sign contracts to be later ratified by the City Council up to any amount as deemed necessary.

(B) Sole Source Purchases:

Commodities and services that can be obtained from only one vendor are exempt from competitive bidding. Sole source purchases may include, but are not limited to, proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area or a certain product proven to be the only acceptable option. All sole source purchases shall be supported by written documentation signed by the appropriate department head and forwarded to The Finance Director or Designee. Final determination of whether or not an item is a valid sole source purchase will be made by the Purchasing Officer or Designee. A sole source decision is not permitted merely upon the grounds that such approach is the most convenient or that the subject is preferred by the staff.

(C) Cooperative Purchases:

Cooperative purchasing is used by municipalities or States in the purchase of goods and services. This arrangement offers the participants significant economies of scale. Although one municipality may issue specifications and receive bids, each entity independently executes its own contract, administers the procurement function, and finances the purchase.

This is an acceptable practice that allows municipal agencies to "piggy-back" on contracts and bids for services and supplies issued by a wide range of other governmental agencies. Cooperative purchasing agreements may be entered into with state, local governments, and non-profit entities

(D) Purchase Order Exemptions:

Certain purchases are not readily adaptable to the open market and formal bidding process. These purchases are generally for items where the competitive bid process or obtaining quotes is not applicable or where a check is required to accompany the order. Following is a list of allowable exemptions:

Advertisements and Notices

Membership dues

Insurance Claims and Premiums

Utility Payments

Subscriptions

Travel Expense/Advances

(E) When the City Council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in any individual instance upon a finding by the Council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same.

('83 Code, § 3.08.040) (Ord. 819, passed - -81; Am Ord. 845, passed - -82; Am. Ord. 1101, passed 5-17-95)

§34.37 - Professional Services

Professional services are unique by their nature; therefore, they are not subject to competitive bidding. When procuring specialized services, the City is principally dependent upon the skill, integrity, judgment, and ability of the service provider rather than the dollar cost of the direct labor and material. Pursuant to Section 37103 of the Government Code, “the legislative body may contract with any specially trained and experienced person, firm, or corporation for special services and advice in financial, economic, accounting, engineering, legal or administrative matters. It may pay such compensation to these experts as it deems proper.” When contracting for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services, requirements of Sections 4525 through 4529.5 of the Government Code must be met unless the Chief Executive Officer determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest.”

For outsource services such as City Attorney, Waste Collection Services, Information Technology, and other ongoing professional services, the City Council may extend such contracts upon evaluation and recommendation. Upon a successful evaluation, the contract may be extended. The agreement will normally give both the City and the contractor/consultant the ability to end the contract with 30 days (or longer) notice and may give the City (or the City Council) the ability to terminate the agreement at any time.

Contracts for legal defense, legal advice, or legal services are specifically exempt from competitive bidding in the California Public Contract Code (“PCC”). The City of Baldwin Park will follow state law and the PCC regarding all legal services. PCC Section 10335.5 (c)(4) states as follows: “the following consulting services contracts are exempt from the advertising and bidding requirements of this article... (4) contracts for legal defense, legal advice or legal services.” See Public Contract Code 10335.5(c)(4)

Professional Services, except contracts for legal defense, legal advice, or legal services, shall be obtained by soliciting at least three (3) Requests for Proposals (RFP’s). For amounts up to \$24,999.99, three verbal quotes can be obtained and the CEO may approve the agreement. For amounts between \$25,000 and \$100,000 three informal written quotes can be obtained. For amounts over \$100,000, three formal written quotes are required. All agreements over \$24,999.99

shall be approved by the City Council and signed by the Mayor. The City Council may also direct staff to waive the RFP process for professional services in the situation of emergency, in conformity with § 34.23 and under circumstances of when it is not in the best financial interest of the public.

For all professional service contracts, over \$24,999.99, except contracts for legal defense, legal advice, or legal services, the standard Consultant Agreement shall be used and a separate “Scope of Work” attached. Once completed, these documents shall be submitted to the City Attorney for review and approval.

§ 34.38 PUBLIC PROJECTS

Public project – as defined by the California Public Contract Code, is a project for the construction, reconstruction, erection, alteration, renovation, improvement, demolition, painting, repainting, or repair of any publicly owned, leased or operated facility.

When contracting for public projects, The City will compliant with The Uniform Public Construction Cost Accounting Procedures in Accordance with Section 22000 to Section 22045 of the Public Contract Code. The contract is awarded to the lowest responsible bidder.

Dollar Thresholds

Value of Purchase	Purchase Method	PO Required	Level of Approval	Agreement Format
Under - \$60,000	Written Quotes	Yes	CEO	CEO approved contract
\$60,000 - \$200,000	Informal bid process	Yes	City Council	City Council approved contract
Over \$200,000	Formal bid	Yes	City Council	CEO approved contract

Levels of Bidding Required

(A) Force account, negotiations, or PO – public projects up to \$60,000

(B) Informal bidding procedures – public projects up to \$200,000/CEO authority

- Notice inviting bids must be mailed to construction trade journals
- Notice can also be provided to list created by City for category or work to be bid
- Notice can be sent to any other contractors or construction trade journal
- If product/service is proprietary in nature, the City can limit notice to those contract(s) that can provide such product or service

- Notices must be sent at least 10 days before the bids are due
- Award to lowest responsible bidder

(C) Formal bidding procedures – public projects over \$200,000

- Requires sealed bid procedure
- NON-COLLUSION AFFIDAVIT-BIDDER OF A PRINCIPAL CONTRACT (EXHIBIT B) needs to be included in the bid package
- Notice must state time and place for receiving and opening of sealed bids
- Notice must be published at least 14 calendar days before opening of bid in newspaper of general circulation
- Notice must be sent electronically to publications listed in the City's list at least 15 days before opening of bids
- Additional notice may be provided
- Award to lowest responsible bidder

Information for Mailed Notice

When submitting notices for bids for jobs, the following information should generally be included:

- Project title and contract number if applicable
- Cost range
- Location of site
- Who is taking bids – i.e., City of Baldwin Park Public Works Department
- Date and time bids are due
- Contact address, phone, and e-mail
- Architect's/Engineer's address and phone number if applicable
- Brief description of work to be done
- Location where plans may be obtained and if deposit is required/refundable
- Percentage of bid bond/percentage of performance bond/percentage of payment bond

City of Baldwin Park Purchasing Policy and Procedures Effective November 19, 2020

Purpose: The purpose of this policy is to update the existing purchasing policy and procedures according to the amended Municipal Code for the purchase of supplies, services, and equipment at the lowest possible cost commensurate with quality needed; to exercise positive financial control over purchases; and to clearly define authority for the purchasing function. The Chief Executive Officer is designated as the purchasing officer.

It is the policy of the City of Baldwin Park (the City) to follow a practice of ethical and responsible procedures related to purchasing, agreements and contracts, and related forms of commitment. The purchase policy describes the principles and procedures that all staff shall adhere to in the completion of their designated responsibilities.

When Grant Funds are used to Fund or Partially Fund the Purchase

If grant funding will be used, it is the Program Manager's responsibility to ensure that all applicable requirements of that funding are included in any contract/agreement/amendment/change order. Additionally, it is the responsibility of the Program Manager to ensure compliance with all applicable requirements of the funding, including securing approval of grant prior to incurring any expenditure, approval of eligible expenditures, and reporting requirements, etc.

Purchasing Guidelines and Procedures

All department directors shall have the authority to initiate purchases on behalf of their department within the guidelines described in the City's purchasing policy. Department directors may delegate purchasing authority to responsible individuals within their department. Directors shall inform the Finance Department of all designated individuals that may initiate/enter purchase requisition (PR) in the financial software system, Tyler Incode 10. The Management Assistant of Finance will review the PR prior to the approval of the Accounting Manager and/or Director of Finance. Once the PR is approved, the Management Assistant in Finance will generate the purchase order (PO), forward it to the Assistant Accounting Manager and/or Director of Finance for review and approval, and then send it back to the requesting departments.

All purchase requests should be within the annual approved budget. All City purchases exceeding \$2,500 require a purchase requisition (PR), purchase order (PO), and at least three (3) quotes except as otherwise provided in these policies and procedures. Purchases and contracts for supplies and equipment do not constitute a public project as defined by Cal. Pub. Cont. § 20161 shall require the following approvals:

Estimated Value of Contract	Authority of Approval
\$0 to \$10,000 per vendor per fiscal year	Respective Department Head
\$10,001 to \$24,999.99 per vendor per fiscal year	Chief Executive Officer
Greater than \$24,999.99 per fiscal year	City Council

The above threshold approval level does not apply to the annual recurring maintenance cost such as gas, electricity, telephone; multi-year contracts such as software program annual maintenance, copiers, and annual audits that were already approved by the City Council and included in the annual adopted budget.

All approved requisitions with all the required quotes and bids will be entered into the accounting system "INCODE 10" by the Management Assistant/designated individuals. At least three (3) quotes are required for purchases between \$2,500 to \$24,999.99. Informal bids (at least three (3) written price quotations) and/or formal bids (RFP) are required for purchase exceeding of \$24,999.99. A PO will be issued by the Finance Department only after the requisition has been approved at all levels.

The requisition must include the following information:

1. Vendor's name (Based on Form W-9 as submitted by Vendor)
2. Description of item (goods/services) being requested for purchase
3. General ledger account number (refer to the approved budget line item account #)
4. Amount of purchases (should not exceed the appropriated/approved budget amount)
5. Quantity
6. Quotations (at least 3)
7. Approved staff report- with the City Council Minutes attached/contract/agreement for purchase requisition is required for more than \$24,999.99
8. All PRs must be approved by designated approver as mentioned above
9. All PRs should be approved electronically by the Finance Manager and/or Finance Director for purchases of \$5,000 and above

Vendor Files and Required Documentation

The Management Assistant/Accounts Payable Staff of the Finance Department shall maintain an electronic vendor profile and create a profile for each new vendor from whom the City purchases goods or services based on Form W-9.

Prior to issuing a PO for any vendor (regardless of whether a contract is involved), the respective department shall request a completed and signed Form W-9 from the vendor and submit it to the Finance Department/Management Assistant, and inform the vendor to apply for a business license, if needed. Upon receiving the required documents, the

Finance Department/Management Assistant will issue and distribute the PO to the respective departments.

Ethical Conduct in Purchasing

City officials and employees shall not make any attempt to realize personal gain directly and indirectly through a purchase or service provided to the City, including but not limited to the following:

1. City officials and employees or any member of their immediate family have any financial interest in the purchase or service.
2. A business or organization, in which the City officials and employees or any member of their immediate family have any financial interest, is involved in the purchase or service.
3. Any other person, business or organization, with whom the City officials and employees or any member of their immediate family is negotiating or has an arrangement concerning prospective employment, is involved in the purchase or service.
4. No City officials and employees operating a business outside of their current City employment shall do business or provide a service for the City through their outside employment.
5. Prohibit the sale of lien vehicles from City's contracted tow vendor(s) to the City, City's affiliated entities, employees, and elected officials.
6. Any in-kind gift or contribution over \$50 (annually) by any vendor to city management or, city elected officials required to submit Form 700 shall be reported on Form 700 as required by Law.
7. Any in-kind gift or contribution by any vendor to individual employees not covered by Form 700 is prohibited. If such a gift is delivered, the employee shall turn it to the Department Director who shall either return the gift. In the case of gift items such as baskets, they may be raffled off at a City event or distributed among all employees in the department.
8. Any in-kind gift or contribution over \$100 by any vendor to a city event shall be reported to the City Clerk's Office and available to the public on the City's web site.
9. Expenditures of public funds for gifts or gift cards to employees and City officials are not authorized. This includes gifts purchased for employee and City official birthdays or other personal occasions except for city-sponsored events. Voluntary collections from staff would be an acceptable way of purchasing employee gifts.

10. Awards and recognitions to employees and City officials must be an item of tangible personal property (cannot be cash, cash equivalent, vacations, meals lodging, theater or sporting event tickets, stocks, bonds).
11. External awards and recognition are appropriate for presentation to people or organizations external to City staff. External awards shall be determined by the City Council and CEO in advance.

Conflict of Interest Prohibited

The Code of Federal Regulations (2 CFR Part 200.318 (c)(1)) stated that "The Non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity". All City of Baldwin Park employees and officials shall comply with these regulations; and shall not act as a principal or as an agent for a firm that does business with the City for six (6) months after their separation from the City.

Non-Discrimination Policy

All vendors/contractors who propose to perform any work or furnish any goods under agreements with the City of Baldwin Park shall agree to the following principles:

- 1) Vendors/contractors will not discriminate against any employee or applicant for employment because of race, religion, color sexual orientation or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendors/contractors.
- 2) Vendors/contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Notices advertisement and solicitations placed in accordance with Federal laws or regulations shall be deemed sufficient for meeting the intent of this section.

Awards to Debarred and Suspended Parties

The City of Baldwin Park will not make any award or permit (sub grant or contract) to any party which is debarred or suspended or is excluded from or ineligible for participation in Federal assistance programs. See Federal Award Policy for more details.

Encumbrance of Funds

Except in the case of an emergency as determined by the CEO, the Department Heads shall not request any PO for supplies or equipment unless there is an existing unencumbered appropriation against which the purchase is to be charged.

Formal Contract Procedure

- A. All contracts shall be by written contract with the lowest responsible bidder pursuant to the public contract procedure prescribed in Municipal Code §§ 34.27 through 34.33.
- B. Where possible, preference shall be given to local bidders or vendors, if all other factors in the bidding process are equal.
- C. A clause shall be incorporated in vendor's contract to require that all donations, gifts, and free services provided by the vendor outside of their service agreement to any city elected officials, employee, City department, or City affiliated entities or events be documented and reported to the City.

Notice Inviting Bids

Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured, and the time and place for opening bids. The purchasing officer shall publicize each notice inviting bids in such manner as is calculated to advise all prospective bidders thereof.

- A. **Published Notices:** Notices inviting bids shall be published at least ten (10) business days before the date of the opening of the bids. Such notices shall be published at least once in a newspaper of general circulation printed and published in the City and they shall be posted on the City's official website and in at least three public places for posting public notices.
- B. **Bidders' List:** At least ten (10) days before proposals or bids are due, the department's purchasing officer shall solicit sealed bids from all responsible perspective suppliers whose names are on the Bidders' List or who have requested their names to be added thereto. The purchasing officer shall annually review the Bidders' List and the City's business license records, and shall make appropriate efforts to update the Bidders' List to include businesses located in the City.

Bidder's Security

When deemed necessary by the department's purchasing officer, bidder's security may be prescribed in the public notices inviting bids. The security shall be returned upon rejection of a bid; provided, that the successful bidder shall forfeit his bid security upon his refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been mailed, unless the City is responsible for the delay. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the City Council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

Bid Opening Procedure

Sealed bids shall be submitted to the City Clerk's office and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection.

Rejection of Bids

In its discretion, the City Council may reject any and all bids presented and re-advertise for bids.

Award of Contracts

Contracts shall be awarded by the City Council to the lowest responsible bidder, except as otherwise provided in the City's Municipal Code.

Tie Bids

If two or more bids received are for the same total amount or unit price, quality and service being equal and if the public interest will not permit the delay of re-advertising for bids, the City Council may accept the bid it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of the bid opening.

Performance Bonds

The department's purchasing officer shall have the authority to require a performance bond before entering into a contract in such amount as the department's purchasing officer shall find reasonably necessary to protect the best interests of the City. If a performance bond is required, the form and amount of the bond shall be described in the notice inviting bids (refer to the City Municipal Code).

Professional Services

Professional services are unique by their nature; therefore, they are not subject to competitive bidding. When procuring specialized services, the City is principally dependent upon the skill, integrity, judgment, and ability of the service provider rather than the dollar cost of the direct labor and material. Pursuant to Section 37103 of the Government Code, "the legislative body may contract with any specially trained and experienced person, firm, or corporation for special services and advice in financial, economic, accounting, engineering, legal or administrative matters. It may pay such compensation to these experts as it deems proper." When contracting for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services, requirements of Sections 4525 through 4529.5 of the Government Code must be met unless the Chief Executive Officer determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest."

For outsource services such as City Attorney, waste collection services, Information Technology, and other ongoing professional services, the City Council may extend such contracts upon evaluation and recommendation. Upon a successful evaluation, the contract may be extended.

The agreement will normally give both the City and the contractor/consultant the ability to end the contract with 30 days (or longer) notice and may give the City (or the City Council) the ability to terminate the agreement at any time.

Contracts for legal defense, legal advice, or legal services are specifically exempt from competitive bidding in the California Public Contract Code ("PCC"). The City of Baldwin Park will follow state law and the PCC regarding all legal services. PCC Section 10335.5 (c)(4) states as follows: "the following consulting services contracts are exempt from the advertising and bidding requirements of this article... (4) contracts for legal defense, legal advice or legal services." See Public Contract Code 10335.5(c)(4)

Professional Services, except contracts for legal defense, legal advice, or legal services, shall be obtained by soliciting at least three (3) Requests for Proposals (RFP's). For amounts up to \$24,999.99, three verbal quotes can be obtained and the CEO may approve the agreement. For amounts between \$25,000 and \$100,000 three informal written quotes can be obtained. For amounts over \$100,000, three formal written quotes are required. All agreements over \$24,999.99 shall be approved by the City Council and signed by the Mayor. The City Council may also direct staff to waive the RFP process for professional services in the situation of emergency, in conformity with **§ 34.23** and under circumstances of when it is not in the best financial interest of the public.

For all professional service contracts, over \$24,999.99, except contracts for legal defense, legal advice, or legal services, the standard Consultant Agreement shall be used

and a separate “Scope of Work” attached. Once completed, these documents shall be submitted to the City Attorney for review and approval.

Special Provisions

A. Sole Source Purchases:

Commodities and services that can be obtained from only one vendor are exempt from competitive bidding. Sole source purchases may include, but are not limited to, proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area or a certain product proven to be the only acceptable option. All sole source purchases shall be supported by written documentation signed by the appropriate department head and forwarded to The Purchasing Officer or Designee. Final determination of whether or not an item is a valid sole source purchase will be made by the Purchasing Officer or Designee. A sole source decision is not permitted merely upon the grounds that such approach is the most convenient or that the subject is preferred by the staff.

B. Cooperative Purchases: Cooperative purchasing is used by municipalities in the purchase of goods and services. This arrangement offers the participants significant economies of scale. Although one municipality may issue specifications and receive bids, each entity independently executes its own contract, administers the procurement function, and finances the purchase.

This is an acceptable practice that allows municipal agencies to “piggy-back” on contracts and bids for services and supplies issued by a wide range of other governmental agencies. Cooperative purchasing agreements may be entered into with state, local governments, and non-profit entities.

C. Emergency Purchases: The City is not required to engage in either informal or formal competitive bidding in an emergency. The City Council delegates to the CEO the authority to waive any procedures in the Purchasing Guidelines that are not statutorily mandated when making emergency purchases of supplies, equipment, materials or services. “Emergency Purchases” shall be made only for the reasons of preserve or protect life, health or property or upon natural disaster or forestall a shutdown of essential public services.

D. Purchase Order Exemptions: Certain purchases are not readily adaptable to the open market and formal bidding process. These purchases are generally for items where the competitive bid process or obtaining quotes is not applicable or where a check is required to accompany the order. Following is a list of allowable exemptions:

Advertisements and Notices
Insurance Claims and Premiums
Subscriptions

Membership dues
Utility Payments
Travel Expense/Advances

Uniform Construction Cost Accounting Procedures

In October 15, 2014, the City Council adopted Resolution No. 2014-038, A Resolution of the City Council of the City of Baldwin Park, California, Adopting the Uniform Public Construction Cost Accounting Procedures in Accordance with Section 22000 to Section 22045 of the Public Contract Code.

Public project – as defined by the California Public Contract Code, is a project for the construction, reconstruction, erection, alteration, renovation, improvement, demolition, painting, repainting, or repair of any publicly owned, leased or operated facility.

When contracting for public projects, the contract is awarded to the lowest responsible bidder.

Dollar Thresholds

Value of Purchase	Purchase Method	PO Required	Level of Approval	Agreement Format
Under - \$60,000	Written Quotes	Yes	CEO	CEO approved contract
\$60,000-\$200,000	Informal bid process	Yes	CEO	CEO approved contract
Over \$200,000	Formal bid	Yes	City Council	CEO approved contract

Levels of Bidding Required

1. Force account, negotiations, or PO – public projects up to \$60,000
2. Informal bidding procedures – public projects up to \$200,000/CEO authority
 - Notice inviting bids must be mailed to construction trade journals
 - Notice can also be provided to list created by City for category or work to be bid
 - Notice can be sent to any other contractors or construction trade journal
 - If product/service is proprietary in nature, the City can limit notice to those contract(s) that can provide such product or service
 - Notices must be sent at least 10 days before the bids are due
 - Award to lowest responsible bidder

3. Formal bidding procedures – public projects over \$200,000

- Requires sealed bid procedure
- NON-COLLUSION AFFIDAVIT-BIDDER OF A PRINCIPAL CONTRACT (EXHIBIT B) needs to be included in the bid package
- Notice must state time and place for receiving and opening of sealed bids
- Notice must be published at least 14 calendar days before opening of bid in newspaper of general circulation
- Notice must be sent electronically to publications listed in the City's list at least 15 days before opening of bids
- Additional notice may be provided
- Award to lowest responsible bidder

Information for Mailed Notice

When submitting notices for bids for jobs, the following information should generally be included:

- Project title and contract number if applicable
- Cost range
- Location of site
- Who is taking bids – i.e., City of Baldwin Park Public Works Department
- Date and time bids are due
- Contact address, phone, and e-mail
- Architect's/Engineer's address and phone number if applicable
- Brief description of work to be done
- Location where plans may be obtained and if deposit is required/refundable
- Percentage of bid bond/percentage of performance bond/percentage of payment bond

Use of Force Account

City Council may reject any bids presented if prior to rejecting such bids it declares the project can be more economically performed by City employees and written notice is provided to apparent low bidder.

AGENDA
BALDWIN PARK
FINANCE AUTHORITY VIRTUAL MEETING
November 18, 2020

7:00 PM

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

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

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Manuel Lozano	-	Chair
Paul C. Hernandez	-	Vice Chair
Jean M. Ayala	-	Board Member
Alejandra Avila	-	Board Member
Monica Garcia	-	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

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**FINANCE AUTHORITY
REGULAR VIRTUAL MEETING – 7:00 PM**

CALL TO ORDER

ROLL CALL

**Board Members: Alejandra Avila, Jean M. Ayala, Monica Garcia,
Vice Chair Paul C. Hernandez, and Chair Manuel Lozano**

PUBLIC COMMUNICATIONS

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CONSENT CALENDAR

1. Treasurer's Report – September 2020

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

ADJOURNMENT

CERTIFICATION

I, Lourdes Morales, Chief Deputy Secretary of the Finance Authority hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 12th day of November, 2020.



Lourdes Morales,
Chief Deputy City Clerk

PLEASE NOTE: Copies of staff reports and supporting documentation pertaining to each item on this agenda are available for public viewing and inspection at City Hall, 2nd Floor Lobby Area or at the Los Angeles County Public Library in the City of Baldwin Park. For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 466 or 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 18, 2020

SUBJECT: Treasurer's Report – September 2020

SUMMARY

Attached is the Treasurer's Report for the month of September 2020. 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 2020

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
9/30/2020

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	0.685%	Varies	Varies	\$ 26,959,841.40	\$ 26,959,841.40	\$ 26,959,841.40	\$ 26,959,841.40
Housing Authority	0.685%	Varies	Varies	14,027.67	14,027.67	14,027.67	14,027.67
				26,973,869.07	26,973,869.07	26,973,869.07	26,973,869.07
<u>Certificate of Deposit</u>							
Citibank National Association (Mutual Securities)	2.65%	1/25/2019	1/25/2021	250,000.00	250,000.00	250,000.00	252,102.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	251,705.00
				500,000.00	500,000.00	500,000.00	503,807.50
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,746,490.47	6,746,490.47	6,746,490.47	6,746,490.47
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	9.64	9.64	9.64	9.64
				6,746,500.11	6,746,500.11	6,746,500.11	6,746,500.11
<u>Total Investments</u>							
					\$	34,220,369.18	
<u>Cash with Bank of the West</u>							
City Checking						2,526,092.14	
Money Market Plus						133,668.22	
City Miscellaneous Cash						112,927.94	
Successor Agency						1,579.76	
Housing Authority						336,706.40	
Financing Authority						11,700.00	
						3,122,674.46	
<u>Total Cash with Bank of the West</u>							
						3,823.40	
<u>Investment Brokerage Capital Reserves (Dividend Option Cash)</u>							
						3,823.40	
<u>Total Cash and Investments</u>							
					\$	37,346,867.04	

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

* There was no investment maturity/purchase transactions made for the month of September 2020 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 VIRTUAL MEETING November 18, 2020

7:00 PM

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

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Manuel Lozano	- Chair
Paul C. Hernandez	- Vice Chair
Alejandra Avila	Board Member
Jean M. Ayala	- Board Member
Monica Garcia	- Board Member

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HOUSING AUTHORITY

REGULAR VIRTUAL MEETING – 7:00 PM

CALL TO ORDER

ROLL CALL

**Board Members: Alejandra Avila, Jean M. Ayala, Monica Garcia,
Vice Chair Paul C. Hernandez and Chair Manuel Lozano**

PUBLIC COMMUNICATIONS

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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 2020

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

3. Approving an Allocation of Project-Based Vouchers for Newly-Constructed and Affordable Rental Housing Units through the Department of Housing and Urban Development

Staff recommends that the BPHA:

- (1) Approve the allocation of two hundred and eleven (211) PBVs to four (4) affordable housing developments within the BPHA's regional jurisdiction, as follows:

Retirement Housing Foundation

14513 and 14519 Central Avenue, Baldwin Park, CA

Number of PBVs approved: 37

Cesar Chavez Foundation

14617 Ramona Blvd, Baldwin Park, CA

Number of PBVs approved: 52

Score: 80 points

Cesar Chavez Foundation

3637 – 3649 Tyler Avenue, El Monte, CA

Number of PBVs approved: 8

ROEM

Pacific Avenue and Maine Avenue, Baldwin Park CA

Number of PBVs approved: 114

- (2) Direct the Executive Director to execute any and all documents related to the approval of the above PBVs as required by HUD.

ADJOURNMENT

CERTIFICATION

I, Lourdes Morales, Chief Deputy Secretary of the Finance Authority hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 12th day of November, 2020.



Lourdes Morales,
Chief Deputy 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 18, 2020
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 \$492,345.49.

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 13 to November 9, 2020 Warrant check numbers from 72376 through 72383 in the amount of \$1,753.00 and Automated Clearing House (ACH) in the amount of \$490,592.49 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

11/9/2020

Date Range: 10/13/2020...11/09/2020
 VMS Date Range: ...
 Program: 1-Housing Choice Voucher
 Payment Type:
 Check Numbers: ...
 Direct Deposit: Exclude Direct Deposit
 Check Cleared: All
 Port Status: Omit 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
☐ 72376	11/01/2020	11/01/2020	Bertha Cedillo	☐	\$72.00
☐ 72377	11/01/2020	11/01/2020	Vanessa G Ross	☐	\$22.00
☐ 72378	11/01/2020	11/01/2020	Valerie Lorraine Casanova	☐	\$28.00
☐ 72379	11/01/2020	11/01/2020	Nora M. Aguila	☐	\$12.00
☐ 72380	11/01/2020	11/01/2020	Le Bich Vuong	☐	\$50.00
☐ 72381	11/01/2020	11/01/2020	Leticia A Aguirre	☐	\$14.00
☐ 72382	11/01/2020	11/01/2020	Mayra Aguilera	☐	\$19.00
☐ 72383	11/01/2020	11/01/2020	Eternal Link LLC	☐	\$1536.00

Housing Choice Voucher	Total	\$1,753.00
	Average	\$219.13
	Unit Count	1
	Average Weighted by Unit Count	\$1,536.00
	Hard to House Count	

Check Register Report

11/9/2020

Date Range: 10/13/2020...11/09/2020

Grouped by:

Program and Increment

VMS Date Range: ...

Program: 1-Housing Choice Voucher

Sorted by:

Check Number

Payment Type:

Check Numbers: ...

Direct Deposit: All

Check Cleared: All

Port Status: Omit 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
☐ 23939	10/13/2020	10/01/2020	Jocelyn Jae Jhong	☒	\$78.00
☐ 23940	10/13/2020	10/01/2020	Paramjit S Nijjar	☒	\$546.00
☐ 23941	11/01/2020	11/01/2020	Y & H Investment, Inc.	☒	\$1397.00
☐ 23942	11/01/2020	11/01/2020	Eunice Property, LLC	☒	\$1173.00
☐ 23943	11/01/2020	11/01/2020	Dimitris Papadopoulos	☒	\$840.00
☐ 23944	11/01/2020	11/01/2020	Wilson Apartment Associates L.P.	☒	\$3133.00
☐ 23945	11/01/2020	11/01/2020	Monet Huong Nguyen	☒	\$2070.00
☐ 23946	11/01/2020	11/01/2020	ASCENSION HOLDINGS LLC	☒	\$1078.00
☐ 23947	11/01/2020	11/01/2020	Tom Cinquegrani	☒	\$1070.00
☐ 23948	11/01/2020	11/01/2020	Mark T. Fernandez	☒	\$467.00
☐ 23949	11/01/2020	11/01/2020	Melody (Muoi) Dao	☒	\$1331.00
☐ 23950	11/01/2020	11/01/2020	John W. Ruwitch and Anh Lam Truong	☒	\$1267.00
☐ 23951	11/01/2020	11/01/2020	SAE GROUP, LLC	☒	\$1537.00
☐ 23952	11/01/2020	11/01/2020	Wei Zhen Su	☒	\$755.00
☐ 23953	11/01/2020	11/01/2020	Mallorca Apartments, LTD	☒	\$1238.00
☐ 23954	11/01/2020	11/01/2020	The Sam Gurfinkel and Renee	☒	\$1358.00
☐ 23955	11/01/2020	11/01/2020	Michael I. or Ling Brooks	☒	\$1249.00
☐ 23956	11/01/2020	11/01/2020	Donna J Falls	☒	\$734.00
☐ 23957	11/01/2020	11/01/2020	Cipriano Salazar Jr.	☒	\$1238.00
☐ 23958	11/01/2020	11/01/2020	Dung Tran	☒	\$402.00
☐ 23959	11/01/2020	11/01/2020	Monrovia 612, LP	☒	\$11218.00
☐ 23960	11/01/2020	11/01/2020	Leslie K Ng	☒	\$1227.00
☐ 23961	11/01/2020	11/01/2020	Jun Hua Hu	☒	\$2096.00
☐ 23962	11/01/2020	11/01/2020	Peter R Nasmyth	☒	\$618.00
☐ 23963	11/01/2020	11/01/2020	Quoc T. Vo	☒	\$941.00
☐ 23964	11/01/2020	11/01/2020	Orange County Housing Authority	☒	\$1272.70
☐ 23965	11/01/2020	11/01/2020	Lien Diep	☒	\$1094.00
☐ 23966	11/01/2020	11/01/2020	Rosa Lamas-Serratos	☒	\$1035.00
☐ 23967	11/01/2020	11/01/2020	Primrose Villa	☒	\$4421.00
☐ 23968	11/01/2020	11/01/2020	Vinh H. Lai	☒	\$1007.00
☐ 23969	11/01/2020	11/01/2020	Malcolm Oso	☒	\$624.00
☐ 23970	11/01/2020	11/01/2020	Dieu-Thuy Nu Ton	☒	\$1610.00

☐ 23971	11/01/2020	11/01/2020	Dajojo, LLC	☒	\$1350.00
☐ 23972	11/01/2020	11/01/2020	Lan Hua Mi Ku	☒	\$1188.00
☐ 23973	11/01/2020	11/01/2020	Maria Luz Rodriguez	☒	\$1353.00
☐ 23974	11/01/2020	11/01/2020	Dinghwa Eddy Liu	☒	\$1388.00
☐ 23975	11/01/2020	11/01/2020	Billy Theodorakopoulos	☒	\$1017.00
☐ 23976	11/01/2020	11/01/2020	Wai Keng Tam	☒	\$1049.00
☐ 23977	11/01/2020	11/01/2020	Don Norwood	☒	\$1391.00
☐ 23978	11/01/2020	11/01/2020	Aaron Abdus Shakoor	☒	\$1244.00
☐ 23979	11/01/2020	11/01/2020	Ana Thai	☒	\$929.00
☐ 23980	11/01/2020	11/01/2020	Larry Chow	☒	\$3430.00
☐ 23981	11/01/2020	11/01/2020	Antonio & Aida Rinos	☒	\$964.00
☐ 23982	11/01/2020	11/01/2020	T & T Asset Holding, LLC	☒	\$2540.00
☐ 23983	11/01/2020	11/01/2020	Michael Alfred Alarcon	☒	\$1324.00
☐ 23984	11/01/2020	11/01/2020	Mousa Boushaaya	☒	\$1177.00
☐ 23985	11/01/2020	11/01/2020	Tuan Viet Ho	☒	\$2000.00
☐ 23986	11/01/2020	11/01/2020	Carl P Heinzen	☒	\$1608.00
☐ 23987	11/01/2020	11/01/2020	Housing Authority Of The County Of	☒	\$3066.79
☐ 23988	11/01/2020	11/01/2020	Jun Ye and Ming Feng	☒	\$1590.00
☐ 23989	11/01/2020	11/01/2020	El Monte Housing Partners LP - The	☒	\$6437.00
☐ 23990	11/01/2020	11/01/2020	Joseph T. Tung	☒	\$1116.00
☐ 23991	11/01/2020	11/01/2020	Alamitas LLC	☒	\$1780.00
☐ 23992	11/01/2020	11/01/2020	J.R. Howard Enterprises, Ltd	☒	\$943.00
☐ 23993	11/01/2020	11/01/2020	Luan Trong Hoang	☒	\$745.00
☐ 23994	11/01/2020	11/01/2020	Andrew & Eva Fogg	☒	\$1074.00
☐ 23995	11/01/2020	11/01/2020	Heritage Park Villas LP	☒	\$16808.00
☐ 23996	11/01/2020	11/01/2020	Mohamad Tavakkoli	☒	\$8157.00
☐ 23997	11/01/2020	11/01/2020	Tyler Court Associates, LP	☒	\$509.00
☐ 23998	11/01/2020	11/01/2020	Palo Verde Apartments, LP	☒	\$948.00
☐ 23999	11/01/2020	11/01/2020	Ha X Van	☒	\$2981.00
☐ 24000	11/01/2020	11/01/2020	Chen Jackson	☒	\$678.00
☐ 24001	11/01/2020	11/01/2020	Philip Tsui	☒	\$891.00
☐ 24002	11/01/2020	11/01/2020	Paul Yen	☒	\$336.00
☐ 24003	11/01/2020	11/01/2020	Mie Chen	☒	\$2283.00
☐ 24004	11/01/2020	11/01/2020	Becky Binh Nguyet Luu or Eddie Ma	☒	\$1711.00
☐ 24005	11/01/2020	11/01/2020	Thomas Pang	☒	\$1177.00
☐ 24006	11/01/2020	11/01/2020	Tinh Van Le	☒	\$738.00
☐ 24007	11/01/2020	11/01/2020	Everardo Garcia	☒	\$1483.00
☐ 24008	11/01/2020	11/01/2020	Ngoc T. Lieu	☒	\$2176.00
☐ 24009	11/01/2020	11/01/2020	Alfred Tai-Kong Ho and Lisa Chen	☒	\$861.00
☐ 24010	11/01/2020	11/01/2020	Covina 023 Woods 206 LP c/o	☒	\$983.00
☐ 24011	11/01/2020	11/01/2020	Doreen Han	☒	\$679.00
☐ 24012	11/01/2020	11/01/2020	Roland Wiekamp	☒	\$1296.00
☐ 24013	11/01/2020	11/01/2020	PI Properties No. 94 LLC	☒	\$1700.00
☐ 24014	11/01/2020	11/01/2020	AMFP IV Atrium LLC c/o Abacus	☒	\$2350.00
☐ 24015	11/01/2020	11/01/2020	Siu Fung Mak	☒	\$1345.00
☐ 24016	11/01/2020	11/01/2020	Baldwin Park Family Housing Limited	☒	\$13672.00

☐ 24017	11/01/2020	11/01/2020	Grace Chiou	☒	\$1212.00
☐ 24018	11/01/2020	11/01/2020	Marina Alvarez	☒	\$1632.00
☐ 24019	11/01/2020	11/01/2020	Sui Man Mak	☒	\$888.00
☐ 24020	11/01/2020	11/01/2020	Henry Wong	☒	\$2345.00
☐ 24021	11/01/2020	11/01/2020	West Covina Senior Villas II, LP	☒	\$540.00
☐ 24022	11/01/2020	11/01/2020	Dung Trung Pham and Tammy Tram	☒	\$415.00
☐ 24023	11/01/2020	11/01/2020	Francisco J. Sanchez and Gloria	☒	\$1017.00
☐ 24024	11/01/2020	11/01/2020	John Young	☒	\$1101.00
☐ 24025	11/01/2020	11/01/2020	Blessed Rock of El Monte	☒	\$16809.00
☐ 24026	11/01/2020	11/01/2020	Vintage West Covina	☒	\$6845.00
☐ 24027	11/01/2020	11/01/2020	Alfonso Contreras	☒	\$425.00
☐ 24028	11/01/2020	11/01/2020	Alta Vista Villas, LP c/o Yale	☒	\$4778.00
☐ 24029	11/01/2020	11/01/2020	Miriam Barrera	☒	\$1923.00
☐ 24030	11/01/2020	11/01/2020	West Covina Seniors Villas I	☒	\$1698.00
☐ 24031	11/01/2020	11/01/2020	Brookhollow Apartments	☒	\$10197.00
☐ 24032	11/01/2020	11/01/2020	Rahmat Ray Nehdar	☒	\$971.00
☐ 24033	11/01/2020	11/01/2020	Alexander Chan	☒	\$1752.00
☐ 24034	11/01/2020	11/01/2020	Alan Wu	☒	\$805.00
☐ 24035	11/01/2020	11/01/2020	Henry Ho	☒	\$1048.00
☐ 24036	11/01/2020	11/01/2020	PAMA IV Properties, LP	☒	\$3374.00
☐ 24037	11/01/2020	11/01/2020	Roger Hin Nam Mak	☒	\$9052.00
☐ 24038	11/01/2020	11/01/2020	LAT Investments, LLC	☒	\$2192.00
☐ 24039	11/01/2020	11/01/2020	Xillalai Del Real Sanchez	☒	\$849.00
☐ 24040	11/01/2020	11/01/2020	Mary L Haynes	☒	\$998.00
☐ 24041	11/01/2020	11/01/2020	Clinett Glazis	☒	\$749.00
☐ 24042	11/01/2020	11/01/2020	Jim & Nancy Bailey	☒	\$575.00
☐ 24043	11/01/2020	11/01/2020	Kimberly Nguyen	☒	\$721.00
☐ 24044	11/01/2020	11/01/2020	Hilbert Properties II	☒	\$734.00
☐ 24045	11/01/2020	11/01/2020	Joseph M. Kwok	☒	\$1410.00
☐ 24046	11/01/2020	11/01/2020	Mack E Titus	☒	\$667.00
☐ 24047	11/01/2020	11/01/2020	William J Rogers	☒	\$986.00
☐ 24048	11/01/2020	11/01/2020	Alejandra Gutierrez	☒	\$599.00
☐ 24049	11/01/2020	11/01/2020	Lourdes J. Garrison	☒	\$1451.00
☐ 24050	11/01/2020	11/01/2020	Angelica Garcia	☒	\$1062.00
☐ 24051	11/01/2020	11/01/2020	Sophia Wong	☒	\$1111.00
☐ 24052	11/01/2020	11/01/2020	Lois J Gaston	☒	\$1538.00
☐ 24053	11/01/2020	11/01/2020	Doan & Lily Thi	☒	\$1650.00
☐ 24054	11/01/2020	11/01/2020	El Monte Affordable Housing Partner	☒	\$162.00
☐ 24055	11/01/2020	11/01/2020	Jose Baudelio Delgado	☒	\$511.00
☐ 24056	11/01/2020	11/01/2020	Larry Mimms	☒	\$1067.00
☐ 24057	11/01/2020	11/01/2020	Jaime Jimenez	☒	\$753.00
☐ 24058	11/01/2020	11/01/2020	Guillermo Vasquez	☒	\$1615.00
☐ 24059	11/01/2020	11/01/2020	Ramiro Viramontes and Veronica	☒	\$337.00
☐ 24060	11/01/2020	11/01/2020	Joe Diaz	☒	\$1683.00
☐ 24061	11/01/2020	11/01/2020	Fat Law	☒	\$895.00
☐ 24062	11/01/2020	11/01/2020	Kan Investments LTD, LLC	☒	\$538.00

☐ 24063	11/01/2020	11/01/2020	Dwight Chang	☒	\$1789.00
☐ 24064	11/01/2020	11/01/2020	Cameron Park Community Partners,	☒	\$1030.00
☐ 24065	11/01/2020	10/01/2020	Mozhgan Tavakoli	☒	\$1162.00
☐ 24066	11/01/2020	11/01/2020	Jun Tang	☒	\$472.00
☐ 24067	11/01/2020	11/01/2020	Thanh M Tang	☒	\$835.00
☐ 24068	11/01/2020	11/01/2020	Lourdes Vela	☒	\$2696.00
☐ 24069	11/01/2020	11/01/2020	Gilbert Roybal	☒	\$1096.00
☐ 24070	11/01/2020	11/01/2020	Philip & Fanny Kwok	☒	\$1208.00
☐ 24071	11/01/2020	11/01/2020	Woodside Village Apartments LP	☒	\$10955.00
☐ 24072	11/01/2020	11/01/2020	Robert Lawe	☒	\$869.00
☐ 24073	11/01/2020	11/01/2020	Cynthia Pham	☒	\$758.00
☐ 24074	11/01/2020	11/01/2020	Fanny Chan	☒	\$800.00
☐ 24075	11/01/2020	11/01/2020	Baldwin Rose LP	☒	\$1087.00
☐ 24076	11/01/2020	11/01/2020	Kwan Chiang	☒	\$1148.00
☐ 24077	11/01/2020	11/01/2020	Sergio Molina	☒	\$275.00
☐ 24078	11/01/2020	11/01/2020	Velma Alarcon	☒	\$1344.00
☐ 24079	11/01/2020	11/01/2020	Chuen Lau	☒	\$1623.00
☐ 24080	11/01/2020	11/01/2020	Tanya H Chen	☒	\$2089.00
☐ 24081	11/01/2020	11/01/2020	JM Lam Investment LLC	☒	\$874.00
☐ 24082	11/01/2020	11/01/2020	Vijay Gulati	☒	\$4509.00
☐ 24083	11/01/2020	11/01/2020	Joseph H. Garcia	☒	\$2495.00
☐ 24084	11/01/2020	11/01/2020	Lark Ellen Village	☒	\$7899.00
☐ 24085	11/01/2020	11/01/2020	Eric C. Otte	☒	\$762.00
☐ 24086	11/01/2020	11/01/2020	Kim Chau	☒	\$872.00
☐ 24087	11/01/2020	11/01/2020	Aurelio and Maria Blanco	☒	\$1300.00
☐ 24088	11/01/2020	11/01/2020	Bharat B. Garg, Darshana Garg and	☒	\$1741.00
☐ 24089	11/01/2020	11/01/2020	Xuyen Thach Han	☒	\$2097.00
☐ 24090	11/01/2020	11/01/2020	EZ APT LLC	☒	\$1351.00
☐ 24091	11/01/2020	11/01/2020	Lucena A Ewing	☒	\$2932.00
☐ 24092	11/01/2020	11/01/2020	Jocelyn Jae Zhong	☒	\$2522.00
☐ 24093	11/01/2020	11/01/2020	Virginia Carlson	☒	\$1136.00
☐ 24094	11/01/2020	11/01/2020	Emilio De Jesus Cruz	☒	\$677.00
☐ 24095	11/01/2020	11/01/2020	Dinh Thom Tran	☒	\$1706.00
☐ 24096	11/01/2020	11/01/2020	Isabel R Sanchez	☒	\$1081.00
☐ 24097	11/01/2020	11/01/2020	Cienega Garden Apartments	☒	\$3244.00
☐ 24098	11/01/2020	11/01/2020	Therisa L Tyck	☒	\$1180.00
☐ 24099	11/01/2020	11/01/2020	Vinh Hong Lai	☒	\$1235.00
☐ 24100	11/01/2020	11/01/2020	Doreen E. Ewing	☒	\$3156.00
☐ 24101	11/01/2020	11/01/2020	Olive RE Holdings, LLC	☒	\$3279.00
☐ 24102	11/01/2020	11/01/2020	Moller Property Management	☒	\$1011.00
☐ 24103	11/01/2020	11/01/2020	TPA/NASCH LLC, Westgate as a sole	☒	\$970.00
☐ 24104	11/01/2020	11/01/2020	TDF LP - Pacific Towers c/o Winn	☒	\$7115.00
☐ 24105	11/01/2020	11/01/2020	Paul & Annie W Chau	☒	\$1009.00
☐ 24106	11/01/2020	11/01/2020	LEFA Trust	☒	\$1052.00
☐ 24107	11/01/2020	11/01/2020	Gilbert Dominguez	☒	\$8218.00
☐ 24108	11/01/2020	11/01/2020	German Ghibaudo	☒	\$1105.00

☐ 24109	11/01/2020	11/01/2020	Monica Alber	☒	\$872.00
☐ 24110	11/01/2020	11/01/2020	Ortencia Banuelos	☒	\$547.00
☐ 24111	11/01/2020	11/01/2020	Up Hill Investment Inc.	☒	\$1504.00
☐ 24112	11/01/2020	11/01/2020	Dieu Van Huynh	☒	\$954.00
☐ 24113	11/01/2020	11/01/2020	Kelly Nguyen	☒	\$1006.00
☐ 24114	11/01/2020	11/01/2020	Ramona Property Managers, Inc.	☒	\$596.00
☐ 24115	11/01/2020	11/01/2020	Badillo Street Senior Apartments, LLC	☒	\$14968.00
☐ 24116	11/01/2020	11/01/2020	Monrovia Heritage Park LP	☒	\$20032.00
☐ 24117	11/01/2020	11/01/2020	Jiarong Chen c/o El Camino Property	☒	\$927.00
☐ 24118	11/01/2020	11/01/2020	Los Angeles County Housing Authority	☒	\$6256.00
☐ 24119	11/01/2020	11/01/2020	James or Barbara Fox	☒	\$1112.00
☐ 24120	11/01/2020	11/01/2020	Mayra Ortega	☒	\$978.00
☐ 24121	11/01/2020	11/01/2020	Sel Homes LLC	☒	\$4392.00
☐ 24122	11/01/2020	11/01/2020	Hui Chuan Wang	☒	\$3179.00
☐ 24123	11/01/2020	11/01/2020	725-731 W. Duarte Rd, LLC	☒	\$1047.00
☐ 24124	11/01/2020	11/01/2020	Nhan Nguyen and Amy Tran	☒	\$2168.00
☐ 24125	11/01/2020	11/01/2020	Paul P Simon	☒	\$1047.00
☐ 24126	11/01/2020	11/01/2020	RAMONA BLVD. FAMILY	☒	\$5405.00
☐ 24127	11/01/2020	11/01/2020	Maria Martha Martinez	☒	\$1973.00
☐ 24128	11/01/2020	11/01/2020	Greater San Gabriel Valley Property	☒	\$1814.00
☐ 24129	11/01/2020	11/01/2020	Ronald & Pamela Layne	☒	\$512.00
☐ 24130	11/01/2020	11/01/2020	Annette C Scott	☒	\$1468.00
☐ 24131	11/01/2020	11/01/2020	Denise Van Pham	☒	\$1020.00
☐ 24133	11/01/2020	11/01/2020	1024 Royal Oaks LP dba Whispering	☒	\$11421.00
☐ 24134	11/01/2020	11/01/2020	1024 Royal Oaks LP dba Whispering	☒	\$1031.00
☐ 24135	11/01/2020	11/01/2020	Derek Sim	☒	\$995.00
☐ 24136	11/01/2020	11/01/2020	Allan M. & Virginia J Chipp and Ralph	☒	\$3367.00
☐ 24137	11/01/2020	11/01/2020	Amparo M Limon	☒	\$416.00
☐ 24138	11/01/2020	11/01/2020	Zi Jian Li	☒	\$1276.00
☐ 24139	11/01/2020	11/01/2020	Minh A Nguyen	☒	\$1274.00
☐ 24140	11/01/2020	11/01/2020	Jaime Barcena	☒	\$1070.00
☐ 24141	11/01/2020	11/01/2020	Monica D Mao	☒	\$1436.00
☐ 24142	11/01/2020	11/01/2020	Shiu-Ein Huang	☒	\$482.00
☐ 24143	11/01/2020	11/01/2020	LAI MING LEUNG	☒	\$561.00
☐ 24144	11/01/2020	11/01/2020	The Promenade Housing Partners, LP	☒	\$4305.00
☐ 24145	11/01/2020	11/01/2020	Paramjit S Nijjar	☒	\$2251.00
☐ 24146	11/01/2020	11/01/2020	Estate of Rosetta Mix	☒	\$835.00
☐ 24147	11/01/2020	11/01/2020	Rosa Beltran	☒	\$984.00
☐ 24148	11/01/2020	11/01/2020	James Ronald Nguyen	☒	\$878.00
☐ 24149	11/01/2020	11/01/2020	John Nguyen	☒	\$931.00
☐ 24150	11/01/2020	11/01/2020	Takis Bogris	☒	\$684.00
☐ 24151	11/01/2020	11/01/2020	Ynfante Holdings I, LLC	☒	\$726.00
☐ 24152	11/01/2020	11/01/2020	Roman Basin	☒	\$573.00
☐ 24153	11/01/2020	11/01/2020	Nomer Lacson	☒	\$1098.00
☐ 24154	11/01/2020	11/01/2020	Anna & Simon Choi	☒	\$1280.00
☐ 24155	11/01/2020	11/01/2020	Fenistine Nagengast	☒	\$68.00

☐ 24156	11/01/2020	11/01/2020	Tanya Hang Chen	☒	\$1199.00
☐ 24157	11/01/2020	11/01/2020	Chung Thi Pham	☒	\$1840.00
☐ 24158	11/01/2020	11/01/2020	Rosie Leon	☒	\$874.00
☐ 24159	11/01/2020	11/01/2020	Roy Lam	☒	\$1062.00
☐ 24160	11/01/2020	11/01/2020	Golden Dragon Properties LLC c/o	☒	\$1104.00
☐ 24161	11/01/2020	11/01/2020	Nancy H Shen	☒	\$888.00
☐ 24162	11/01/2020	11/01/2020	Olie S Johnson	☒	\$873.00
☐ 24163	11/01/2020	11/01/2020	Joe Clark	☒	\$671.00
☐ 24164	11/01/2020	11/01/2020	Richard A DaSylveira	☒	\$777.00
☐ 24165	11/01/2020	11/01/2020	Sara Romo	☒	\$1386.00
☐ 24166	11/01/2020	11/01/2020	Jeff Ma	☒	\$1054.00
☐ 24167	11/01/2020	11/01/2020	T & P Property LLC	☒	\$830.00
☐ 24168	11/01/2020	11/01/2020	Singing Wood Senior Housing LP	☒	\$6860.00
☐ 24169	11/01/2020	11/01/2020	Michael H Phuong	☒	\$826.00
☐ 24170	11/01/2020	11/01/2020	Sitara B. Mamdani	☒	\$1683.00
☐ 24171	11/01/2020	11/01/2020	Joseph Pham	☒	\$820.00
☐ 24172	11/01/2020	11/01/2020	Garvey Senior Affordable Partners, LP	☒	\$2194.00
☐ 24173	11/01/2020	11/01/2020	Ryan Kinpong Woo and Ching King	☒	\$1132.00
☐ 24174	11/01/2020	11/01/2020	Mei Yan Chen	☒	\$1206.00
☐ 24175	11/01/2020	11/01/2020	Paul A Rourman, Rourman Properties	☒	\$1014.00
☐ 24176	11/01/2020	11/01/2020	Shawn Hui Zhen	☒	\$1799.00
☐ 24177	11/01/2020	11/01/2020	Fred Lau	☒	\$994.00
☐ 72376	11/01/2020	11/01/2020	Bertha Cedillo	☐	\$72.00
☐ 72377	11/01/2020	11/01/2020	Vanessa G Ross	☐	\$22.00
☐ 72378	11/01/2020	11/01/2020	Valerie Lorraine Casanova	☐	\$28.00
☐ 72379	11/01/2020	11/01/2020	Nora M. Aguila	☐	\$12.00
☐ 72380	11/01/2020	11/01/2020	Le Bich Vuong	☐	\$50.00
☐ 72381	11/01/2020	11/01/2020	Leticia A Aguirre	☐	\$14.00
☐ 72382	11/01/2020	11/01/2020	Mayra Aguilera	☐	\$19.00
☐ 72383	11/01/2020	11/01/2020	Eternal Link LLC	☐	\$1536.00

Housing Choice Voucher	Total	\$490,592.49
	Average	\$975.33
	Unit Count	482
	Average Weighted by Unit Count	\$1,017.68
	Hard to House Count	1

STAFF REPORT



TO: Honorable Chair and Board Members of the Housing Authority
FROM: Rose Tam, Director of Finance
DATE: November 18, 2020
SUBJECT: Treasurer's Report – September 2020

SUMMARY

Attached is the Treasurer's Report for the month of September 2020. 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 2020.

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
9/30/2020

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	0.685%	Varies	Varies	\$ 26,959,841.40	\$ 26,959,841.40	\$ 26,959,841.40	\$ 26,959,841.40
Housing Authority	0.685%	Varies	Varies	14,027.67	14,027.67	14,027.67	14,027.67
				26,973,869.07	26,973,869.07	26,973,869.07	26,973,869.07
<u>Certificate of Deposit</u>							
Citibank National Association (Mutual Securities)	2.65%	1/25/2019	1/25/2021	250,000.00	250,000.00	250,000.00	252,102.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	251,705.00
				500,000.00	500,000.00	500,000.00	503,807.50
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,746,490.47	6,746,490.47	6,746,490.47	6,746,490.47
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	9.64	9.64	9.64	9.64
				6,746,500.11	6,746,500.11	6,746,500.11	6,746,500.11
Total Investments						\$ 34,220,369.18	
<u>Cash with Bank of the West</u>							
City Checking						2,526,092.14	
Money Market Plus						133,668.22	
City Miscellaneous Cash						112,927.94	
Successor Agency						1,579.76	
Housing Authority						336,706.40	
Financing Authority						11,700.00	
Total Cash with Bank of the West						3,122,674.46	
Investment Brokerage Capital Reserves (Dividend Option Cash)						3,823.40	
Total Cash and Investments						\$ 37,346,867.04	

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

* There was no investment maturity/purchase transactions made for the month of September 2020 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 Chair and Members of the Housing Authority
FROM: Benjamin Martinez, Director of Community Development
PREPARED BY: Carol Averell, Housing Manager
DATE: November 18, 2020
SUBJECT: Approving an Allocation of Project-Based Vouchers for Newly-Constructed and Affordable Rental Housing Units through the Department of Housing and Urban Development

SUMMARY

The purpose of this staff report is to request that the Baldwin Park Housing Authority (BPHA) consider staff's recommendation to allocate two hundred and eleven (211) Project-Based Vouchers (PBVs) to four (4) affordable housing developments within the BPHA's regional jurisdiction through the Department of Housing and Urban Development (HUD).

RECOMMENDATION

Staff recommends that the BPHA:

- (1) Approve the allocation of two hundred and eleven (211) PBVs to four (4) affordable housing developments within the BPHA's regional jurisdiction, as follows:

Retirement Housing Foundation

14513 and 14519 Central Avenue, Baldwin Park, CA

Number of PBVs approved: 37

Cesar Chavez Foundation

14617 Ramona Blvd, Baldwin Park, CA

Number of PBVs approved: 52

Score: 80 points

Cesar Chavez Foundation

3637 – 3649 Tyler Avenue, El Monte, CA

Number of PBVs approved: 8

ROEM

Pacific Avenue and Maine Avenue, Baldwin Park CA

Number of PBVs approved: 114

- (2) Direct the Executive Director to execute any and all documents related to the approval of the above PBVs as required by HUD.

FISCAL IMPACT

There is no impact to the General Fund. All funding for PBVs comes from federal funds provided by HUD.

BACKGROUND

On July 15, 2020, the BPHA Board approved the amendment to the Section 8 Housing Choice Voucher Program Administrative Plan to implement a PBV Program, and to release a PBV Request for Proposals (RFP). On July 16, 2020 the BPHA released a RFP in accordance with HUD program regulations and the BPHA Administrative Plan. The BPHA published a public notice in the newspaper at least one day per week for three consecutive weeks, as required by regulations, to advertise the RFP for PBVs for newly constructed housing. The proposals were due on August 17, 2020. The BPHA received four (4) proposals requesting 211 PBVs and an evaluation panel consisting of city staff members reviewed the proposals and scored them based on the RFP scoring criteria, as follows:

Proposal No. 1

Developer: Retirement Housing Foundation

Project Location: 14513 and 14519 Central Avenue, Baldwin Park, CA

Total Number of Units: 55 including Manager's unit (senior housing)

Number of PBVs requested: 37

Score: 100 points

Proposal No. 2

Developer: Cesar Chavez Foundation

Project Location: 14617 Ramona Blvd, Baldwin Park, CA

Total Number of Units: 53 including Manager's unit (family housing)

Number of PBVs requested: 52

Score: 80 points

Proposal No. 3

Developer: Cesar Chavez Foundation

Project Location: 3637 – 3649 Tyler Avenue, El Monte, CA

Total Number of Units: 53 including Manager's unit (family housing)

Number of PBVs requested: 8

Score: 80 points

Proposal No. 4

Developer: ROEM (family housing)

Project Location: Pacific Avenue and Maine Avenue, Baldwin Park CA

Total Number of Units: 120 including Manager's unit (family housing)

Number of PBVs requested: 114

Score: 80 points

In order to approve the above-recommended projects and help improve the utilization of voucher funding and increase the number of available affordable housing units in the BPHA jurisdiction, the BPHA intends to project base up to 20% of its Annual Contributions Contract (ACC). BPHA's total ACC

is 899 Section 8 Vouchers so this means 20% of this amount (or 179) can be issued as PBVs. Under HUD guidelines, the amount of PBVs can grow to 30% of its ACC (or 269 vouchers) if those projects provide supportive services, house homeless families, support families with veterans or housing units in low-poverty census tracts. In this case, all of the above projects will meet one of these criteria so 269 PBVs are available for allocation by the BPHA. Since only 211 PBVs were requested, a total of 58 PBVs will still be available for future projects.

In summary, staff recommends to convert 30% of its 899 ACC voucher units (or 269 vouchers) and allocate 211 PBVs to the four (4) new affordable housing projects described above. In addition, it should be noted that the City cannot enter into any agreements with developers until January 2021, and once HUD approves the Baldwin Park Housing Authority Project Based Voucher Program.

LEGAL REVIEW

Legal review is not required for the approval of PBVs.

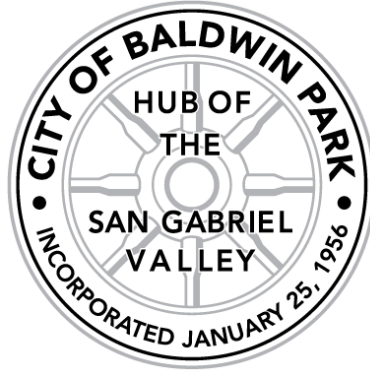
ALTERNATIVE

City Council may direct staff with a desired alternative.

ATTACHMENT

1. Request for Proposals (PBV)

2020 REQUEST FOR PROPOSALS FOR PROJECT-BASED VOUCHERS



HOUSING AUTHORITY OF THE CITY BALDWIN PARK

ADDRESS: 14403 E. Pacific Avenue, Baldwin Park CA 91706

WEBSITE: <https://www.baldwinpark.com/rfps>

July 16, 2020

HOUSING AUTHORITY OF THE CITY OF BALDWIN PARK

PROJECT-BASED VOUCHER PROGRAM REQUEST FOR PROPOSALS

INTRODUCTION

In order to improve the utilization of voucher funding and increase the number of available affordable housing units the Baldwin Park Housing Authority, herein referred to as BPHA, intends to project base up to 180 of its ACC vouchers for newly constructed projects to provide affordable housing to low-income residents in the Baldwin Park jurisdiction.

The BPHA is seeking developers and owners interested in project basing newly constructed units that are of high quality and that provide access to transportation, health services, schools and other supportive services. The preferred area for Project Based Voucher units will be areas within the City of Baldwin Park and its surrounding jurisdiction that would deconcentrate poverty and expand housing and economic opportunities for low-income families. Preference will be given to projects in the City of Baldwin Park which have received other city or federal funding or are newly constructed units.

The BPHA does business in accordance with all equal opportunity and federal fair housing laws. The BPHA does not discriminate against any person or business because of race, color, religion, sex, handicap, familial status or national original.

PROGRAM INFORMATION

Under the PBV program, the BPHA enters into an assistance contract with the owner or developer for specified rental units, for a specified term (up to twenty years) subject to funding availability. Assistance or subsidy is provided while eligible households occupy the rental housing units and the units meet other program standards. To fill vacant project-based units, the BPHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. BPHA subsidy standards determine the appropriate unit size for the family size and composition.

PBV assistance may be authorized for newly constructed housing (units developed pursuant to an agreement for use in the PBV program).

Housing units and/or projects that are NOT eligible for PBV assistance include:

- Shared housing;
- Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- Nursing homes or facilities providing continuous psychiatric, medical, nursing service, board and care, or intermediate care (assistance may be approved for a dwelling unit in an assisted living facility that provides home health care service such as nursing and therapy for residents of the housing);
- Units owned or controlled by an educational institution or its affiliate and designed for occupancy by the students of the institution;
- Manufactured homes;
- Cooperative housing;
- Transitional housing;
- Owner-occupied housing;
- Units occupied by an ineligible family;
- Subsidized housing types determined ineligible in accordance with HUD regulations.

Generally, the number of PBV assisted units per project cannot exceed the greater of 25 units in a project or 25 percent (25%) of the total number of dwelling units a project, except as provided by regulation. Exceptions include units in a building that are specifically made available for qualifying households that are elderly, or that are eligible for supportive services, or where the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates.

Sites selected for PBV assistance must be:

- Consistent with the goal of expanding housing and economic opportunities;
- In full compliance with the applicable laws regarding non-discrimination and accessibility requirements;
- Meet Housing Quality Standards (HQS) site standards; and
- Must meet HUD regulations for site and neighborhood standards.

HOUSING AUTHORITY OF THE CITY OF BALDWIN PARK
RFP FOR PROJECT-BASED VOUCHER PROGRAM

Activities under the PBV program are subject to HUD environmental regulations and may be subject to review under the National Environmental Policy Act by local authorities.

When newly constructed housing sites are selected for PBV assistance, the owner must agree to develop the contract units to comply with HQS. BPHA may elect to establish additional requirements for quality, architecture, or design of PBV housing, over and above the HQS. The owner and the owner's contractors and subcontractors must comply with all applicable State and federal labor relations laws and regulations, federal equal employment opportunity requirements and HUD's implementing regulations.

BPHA will enter into a Housing Assistance Payments (HAP) contract with the owner for all sites selected and approved for PBV assistance. BPHA will make housing assistance payments to the owner in accordance with the HAP contract for those contract units leased and occupied by eligible households during the HAP contract term.

BPHA has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy. The owner is responsible for screening and selection of the family referred by BPHA to occupy the owner's unit based on their tenancy histories. At least seventy-five percent (75%) of the households approved for tenancy shall be households whose annual income does not exceed thirty percent (30%) of the median income for this area as determined by HUD and as adjusted by family size.

During the course of the tenant's lease, the owner may not terminate the lease without good cause. "Good cause" does not include a business or economic reason or desire to use the unit for an individual, family or non-residential rental purpose. Upon expiration of the lease the owner may: renew the lease; refuse to renew the lease for good cause; refuse to renew the lease without good cause.

The amount of the rent to owner is determined in accordance with HUD regulations. Except for certain tax credit units, the rent to owner must not exceed the lowest of:

- An amount determined by BPHA, not to exceed 110 percent of the applicable fair market rent (FMR) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Current local Fair Market Rents for determining rents are:

Unit Size (Number of Bedrooms)	HUD's FY 2020 Fair Market Rent for Baldwin Park, CA
0	\$1,279
1	\$1,517
2	\$1,956
3	\$2,614
4	\$2,857

HOUSING AUTHORITY OF THE CITY OF BALDWIN PARK
RFP FOR PROJECT-BASED VOUCHER PROGRAM

In no event will the rent exceed 110 percent of HUD's published Fair Market Rent less utility allowances, which can be found on the BPHA's website at <https://www.baldwinpark.com/housing>

An independent reasonable rent study will be prepared to determine the rent. The total rent to the owner for PBV assisted units consists of the tenant rent (the portion of the rent to owner paid by the family) and the rental assistance paid by BPHA in accordance with the contract with the owner. The BPHA determines the tenant rent in accordance with HUD requirements.

The rules and requirements for the Project Based Voucher Program are included in BPHA's Housing Choice Voucher (HCV) Administrative Plan", Chapter 17-Project Based Vouchers. Interested parties may request an electronic copy by contacting Carol Averell, Housing Manager at caverell@baldwinpark.com

Questions regarding this Request for Proposals may be submitted in writing to caverell@baldwinpark.com.

APPLICATION REQUIREMENTS

Applications will be reviewed and ranked and will be subject to the selection criteria described below. The following procedures will be followed by BPHA in accepting and screening owner applications submitted for the PBV Program.

Application Submission Deadline

Owner applications will be accepted in an **electronic format (PDF)** via email to: caverell@baldwinpark.com

Applications and supporting documentation for project-based voucher units will be accepted until **4:00 p.m. on Friday, July 31, 2020.**

Non-Compliant Applications

If the BPHA determines that an application is non-compliant with this RFP, written selection criteria and procedures, or HUD program regulations, the application will be returned to the applicant with its deficiencies described. BPHA will give the applicant ten (10) calendar days to correct all deficiencies. The application will be considered for the program if the missing information is submitted within this time period.

The BPHA reserves the right to reject applications at any time for misinformation, errors, or omissions of any kind, regardless of the stage in the process that has been achieved.

Application Content

The applicant must provide the following information in no more than 15 pages (one-sided, single spaced, 12-point font, one-sided). See **Ranking and Selection Criteria** below for details.

- Owner Name and contact information, including email address
- Number and bedroom size of units
- Project Location
- Term of PBV Contract Requested
- Site and Census Tract Location
- Design and Amenities
- Development Experience
- Owner Experience
- Management Experience
- New Construction or Rehabilitation units
- Project Feasibility/Readiness to Begin Construction

HOUSING AUTHORITY OF THE CITY OF BALDWIN PARK
RFP FOR PROJECT-BASED VOUCHER PROGRAM

Additional Documentation to Submit with Application

The applicant must provide the following information in no more than 50 pages (one-sided, single spaced, 12-point font, one sided)

- A. Management Plan
- B. Preliminary Construction Drawings/Construction Estimate
- C. Certification(s) of Previous Participation (HUD Form 2530)
- D. Evidence of financing/lender interest and the proposed terms of financing if new construction or financial statement (Proforma/Income and Expense Statement) for property's most recent operating year if rehabilitation or existing housing
- E. Letter of consistency of project with local government Consolidated Plan (HUD Form 2991)
- F. Certification of Participation in the Low-Income Housing Tax Credit Program, if applicable
- G. Certification of Payments to Influence Federal Transactions (HUD Form 50071)
- H. Applicant/Recipient Disclosure Update Report (HUD Form 2880)

Application Review Panel

A selection panel appointed the BPHA will review, evaluate, rank and select the applications in accordance with the Administrative Plan policies and the Request for Proposal. Proposals selected for project basing will be forwarded to the BPHA Board of Commissioners for final approval.

Application Review

BPHA will review all applications. Before selecting units, BPHA will determine that each application is responsive to and in compliance with BPHA's written selection criteria and procedures, and in conformity with HUD program regulations and requirements, including the following items:

- Evidence of site control.
- Certification that the owner and other project principles are not on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs.
- Proposed initial gross rents must be within 110% of the HUD published Fair Market Rent for Nevada County for the size of the unit.
- Property meets eligibility requirements under §983.52 (Eligible Housing Type), and §983.57 (Site selection standards).
- Property will be constructed in accordance with §983.55 (Prohibition of excess public assistance) .

HOUSING AUTHORITY OF THE CITY OF BALDWIN PARK
RFP FOR PROJECT-BASED VOUCHER PROGRAM

- If new construction or rehabilitation, no construction has begun, as evidenced by a BPHA site inspection.
- For new construction projects of four or more units, BPHA will determine whether any work items necessary to meet the accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Amendments Act of 1988 will be completed.
- Not more than 25 percent of units per building are eligible for PBV assistance, except units in a building that are specifically made available for qualifying households that are elderly, or that are eligible for supportive services in which case up to 100 percent of the units in such buildings are eligible for PBV assistance. Where the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40% of the units in the project.

If a project does not meet the requirements indicated above, it will be designated non-compliant. A notice mailed to the applicant will identify the disqualifying factor.

Proposals that meet the requirements will be evaluated and ranked by the BPHA panel. A BPHA ranking list will be prepared according to the points awarded to each proposal. BPHA may, at its discretion, select one or more of the proposals submitted, or none of the proposals submitted.

The BPHA reserves the right to reject any or all proposals, to waive any informalities in the RFP process, or to terminate the RFP process at any time, if deemed by the BPHA to be in its best interest. The BPHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services. The BPHA shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP.

Other Requirements

1. Before executing an Agreement with any selected owner, BPHA must:
 - a. Establish rents in accordance with §983.301 and §983.302 . For any BPHA-owned unit, an independent entity will determine a recommendation for initial rents which then will be submitted to the HUD field office for final approval.
 - b. Obtain subsidy-layering contract rent reviews from HUD, if applicable.
 - c. Obtain environmental clearance in accordance with §983.58.
 - d. Submit a certification to the HUD field office stating that the unit or units were selected in accordance with BPHA's approved unit selection policy.
2. The BPHA field office will conduct subsidy layering contract rent reviews.

HOUSING AUTHORITY OF THE CITY OF BALDWIN PARK
RFP FOR PROJECT-BASED VOUCHER PROGRAM

3. Before an Agreement is executed for new construction units, the owner must submit the design architect's certification that the proposed new construction reflected in the working drawings and specifications comply with housing quality standards, local codes and ordinances, and zoning requirements.

Ranking and Selection Criteria:

The BPHA will use the following to rank and select applications for the PBV Program. Each factor is comprised of several components with an associated point value. The total points awarded to an application will be an aggregate of the component subtotals.

CRITERIA	MAX. POINTS AVAILABLE
1. Project Location	20
2. Term of Contract Requested	15
3. Site Location	10
4. Design and Amenities	10
5. Development Experience	10
6. Owner Experience	5
7. Management Experience	5
8. Amount of Rehabilitation Per Unit	15
9. Project Feasibility/Readiness to begin Construction	10
TOTAL	100

1. PROJECT LOCATION	MAX PTS.
If the project is located in the City of Baldwin Park	20
If the project is not located in the City of Baldwin Park	0
2. TERM OF CONTRACT REQUESTED	MAX PTS.
Twenty years with commitment to an additional twenty-year renewal term	15
15 to 20-year contract term	10
5 to 14-year contract term	5
3. SITE/CENSUS TRACT LOCATION	MAX PTS.
Site is in a low-poverty census tract and/or within 1 mile of amenities including transit including a bus station, or public bus stop, public parks, grocery store, public schools, places of significant employment offering a range of jobs for lower income workers, and a significant health facility	10
Same as above but distance is more than one mile but less than five miles	5
4. DESIGN and AMENITIES	MAX PTS.
If architectural elevations, setbacks, and massing considered acceptable for proposed use and in relation to adjacent land uses by the City Planning Division staff; project amenities are appropriate for the planned use	10
If the proposed project meets most of the above criteria and only slight modifications will be necessary to meet the city Planning Division approval	5
Continued next page	

5. DEVELOPMENT EXPERIENCE (MIN. 5 PTS. REQUIRED)		MAX PTS.
If applicant has developed 200 or more low-income housing units as primary or co-sponsor in the past five years		10
If applicant has developed less than 200 low-income housing units as primary or co-sponsor in the past five years		5
6. OWNER EXPERIENCE (MIN. 1 PT. REQUIRED)		MAX PTS.
If applicant has 20 or more years of experience in owning affordable rental housing		5
If applicant has 5 to 19 years of experience in owning affordable rental housing		2
7. MANAGEMENT EXPERIENCE		MAX PTS.
If applicant has 11 to 20 or more years of experience in managing and maintaining affordable rental housing		5
If applicant has 5 to 10 years' experience in managing and maintaining affordable rental housing		2
8. NEW CONSTRUCTION OR REHABILITATION		MAX PTS.
If the project is new construction		15
If the project is rehabilitation or existing housing		0
9. PROJECT FEASIBILITY/READINESS TO COMMENCE CONSTRUCTION		MAX PTS.
If zoning and other required entitlements are approved (provide written proof documenting jurisdiction approvals)		10
If zoning and other required entitlements have not been approved		0



Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2501-0032 (exp. 01/31/2020)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☐ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
3. HUD Program Name	4. Amount of HUD Assistance Requested/Received
5. State the name and location (street address, City and State) of the project or activity:	

Part I Threshold Determinations

- | | |
|---|--|
| 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).
☐ Yes ☐ No | 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9
☐ Yes ☐ No. |
|---|--|

If you answered “No” to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However**, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:	Date: (mm/dd/yyyy)
X	

Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C.3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity **and** you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to **either** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD **and any other source** - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

Certification of Payments
to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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 an 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.

(3) 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 sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Form section for Name of Authorized Official, Title, Signature, and Date (mm/dd/yyyy).

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: _____

Project Name: _____

Location of the Project: _____

Name of the Federal
Program to which the
applicant is applying: _____

Name of
Certifying Jurisdiction: _____

Certifying Official
of the Jurisdiction
Name: _____

Title: _____

Signature: _____

Date: _____