

Agenda

December 21, 2022, 5:00 PM



Mayor
Mayor Pro Tem
Councilmember
Councilmember
Councilmember

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

Welcome to your City Council Meeting

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

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

How to watch

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

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Online



Audio streaming will be available at

https://www.youtube.com/channel/UCFLZ0_dDFRjy59rhiDZ13Fq/featured?view_as=subscriber
http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10

Reasonable Accommodations

Individuals with disabilities may request an agenda packet in appropriate alternative formats as required by the Americans with Disability Act of 1990. Reasonable accommodations and auxiliary aids will be provided to effectively allow participation in the meeting. Please contact the City Clerk's Office at (626) 960-4011.

Public Comments

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

Public Communication

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CALL TO ORDER

ROLL CALL

OPEN SESSION/STUDY SESSION

Presentation by Ron Gales – Southern California Edison (SCE)- Time of Use (TOU) Billing System Rollout in Baldwin Park

RECESS CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation

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

- **Case: Kuberry, Hemenway, Findley v. BP** **Case No. 21STCV07382**
- **Case: Cetina, Huerta, Jimenez, Parra, Real, Valdivia v. City of Baldwin Park** **Case No. 22STCV14121**
- **Case: Suzanne Ruelas v. City of Baldwin Park** **Case No. 20STCV17682**

2. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8:

City Negotiators:	Enrique C. Zaldivar, Chief Executive Officer
Property Address:	4161 Baldwin Park Blvd., Baldwin Park, CA
Negotiating Parties:	Kidder Matthews – Eric Knowles
Under Negotiation:	Price and Terms for Possible Purchase of Property

ADJOURNMENT

CERTIFICATION

I, Christopher Saenz, City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 15th day of December 2022.



Christopher Saenz
City Clerk

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CITY COUNCIL
REGULAR MEETING

Agenda

December 21, 2022, 7:00 PM



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Notice Regarding California Environmental Quality Act (CEQA) Determinations

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

approval and is not statutorily or categorically exempt from CEQA. (Pub. Res. Code § 21065.) To the extent that matters listed in this Agenda are considered "projects" under CEQA, their appropriate CEQA determination will be listed below each recommendation. If no CEQA determination is listed, it has been determined that the action does not constitute a "project" under CEQA.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT FROM CLOSED SESSION

ANNOUNCEMENTS

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

PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

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. recommended that the City Council.
2. **Treasurer's Report – October 2022**
Staff recommends that the Board receive and file the Treasurer's Report for October 2022.
3. **Claim Rejection**
It is recommended that the City Council reject the following claims and direct staff to send the appropriate notice of rejection to claimant(s): The Claimant, Palp, In. dba Excel Paving Company and on behalf of it subcontractor California Professional Engineering, Inc., alleges breach of contract. This government claim, 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. **Codification and Implementation of Ballot Measures Approved by Voters at the November 8, 2022, General Election- Measures BP, CB, CN, RM, TL**
It is recommended that the City Council receive and file this report in as much as it is presented for information purposes only.

5. **Accept Completed Improvements and Authorize Close-Out of Project Expenditures for the Serenity Homes Family Bridge Housing Site Project, Consisting of Equipment and Material Procurements, Site Preparation and Construction Work**
It is recommended that the City Council: Approve final expenditures for materials procurement and placement for: Greenshine, Inc. for purchase of portable lighting fixtures in the amount of \$25,706.00 Montondo Trailer, LLC for procurement of trailers in the amount of \$220,000.00; and Boss Homes, LLC for procurement of shelters in the amount of \$415,294.00; and Approve contract services expenditures from: A-Co Temporary Power for installation of a light pole in the amount of \$510.00; and Am Ramp Los Angeles for installation of ADA ramps for accessibility to restrooms and ADA units in the amount of \$15,726.79; and APN Landscaping, Inc. for landscaping services in the amount of \$3,850.00; and Automation Solutions, Inc. for installation of electrical equipment, site connections and HVAC installations in the amount of \$62,080.42; and Brightview Painting Company for building painting services in the amount of \$10,300.00; and ConvergeOne for installation of the camera security surveillance system in the amount of \$27,736.97; and Greg Ruvalo for installation of fencing, site preparation services and garage upgrades in the amount of \$61,025.00; and Home Depot for material procurement for the construction of wooden deck in the amount of \$12,850.00; and On Line Engineering for land surveying services in preparation of the topographic survey map utilized for the design of the site in the amount of \$3,500.00; and Ram Construction & Fencing LLC for construction of Wooden Deck and site improvements related to ADA compliancy in the amount of \$74,844.00; and San Gabriel Valley Habitat for Humanity for construction management services for assembly of the Tiny Homes in the amount of \$4,093.65; and Sewer Pros for plumbing services involving connections to restroom building and laundry facilities and site preparation in the amount of \$25,182.00; and Sign-A-Rama for procurement and installation of a new Serenity Homes sign on the decorative fencing in the amount of \$2,267.49; and Superior Painting for decorative pavement paint services in the amount of \$15,128.00; and Authorize the Director of Finance to appropriate \$47,094.32 to Account No. 270-50-520-58100-55023 for final expenditures related to project close-out costs; and Authorize the Director of Finance to make the necessary budget adjustments and authorize the Director of Public Works to process invoices including reimbursement request made to the SGVRHT for qualified expenditures.
6. **Approve Plans and Specifications and Award of Bid for City Project No. CIP 21-199 Traffic Signal Improvements at Vineland and Merced Avenue**
It is recommended that the City Council Approve project plans and specifications for City Project #CIP 21-199; and Approve and award the contract to Elecnor Belco Electric, Inc., of Chino, CA in the amount of \$504,388; and Authorize the Director of Finance to appropriate Proposition C Fund # 245 in the amount of \$58,000.00, Fund #251 in the amount of \$65,000.00, and SB1 Fund #256 in the amount of \$181,514; and Authorize the Mayor and City Clerk to execute the contract for CIP 21-199 Traffic Signal Improvements at Vineland and Merced Avenue.
7. **Appropriation of Funds for Professional Services Supporting Street Maintenance Operations**
It is recommended that the City Council: Authorize an appropriation of funds in the amount not-to-exceed \$150,000 for Professional Services to support maintenance and operations of the Public Works Street Maintenance Division for the remainder of the current fiscal year FY2022-23; and Authorize the Director of Finance to make the necessary appropriations and budget adjustments.
8. **Approve Final Tract Map No. 83377 to subdivide one (1) lot into seven (7) lots to facilitate the construction of six (6) attached condominium townhome units with one (1) common lot**
It is recommended that the City Council accept the Final Tract Map No. 83377 and authorize the City Clerk and staff to sign the Final Tract Map.

9. **Approve Resolution No. 2022-066 of the City of Baldwin Park adopting an inventory report of excess, exempt, and non-exempt surplus land pursuant to government code section 50569.**
It is recommended that the City Council accept the Inventory Report of excess, exempt and non-exempt surplus lands, pursuant to Government Code 54221, and authorize staff to submit a report to the California State Department of Housing and Community Development pursuant to Government Code 54230(a)(1).
10. **Approval of Resolution No's. 2022-067, 2022-068, and Agreement with State of California Department of Tax and Fee Administration for Administration of City of Baldwin Park Measure BP Sales Tax (Transactions and Use Tax)**
It is recommended that the City Council take the following actions: 1. Approve Resolution No. 2022-067, a resolution of the City Council of the City of Baldwin Park, authorizing the Chief Executive Officer to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax; and 2. Approve Resolution No. 2022-068, a resolution of the City Council of the City of Baldwin Park, authorizing officers, employees, and representatives of the City of Baldwin Park to examine confidential sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected by the Department for the District pursuant to that contract; and 3. Approve the Agreement for Preparation to Administer and Operate the City of Baldwin Park's Transaction and Use Tax ordinance; and 4. Approve the Agreement for State Administration of City of Baldwin Park's Transaction and Use Tax; and 5. Authorize the Chief Executive Officer to execute the necessary documents, in a form approved by the City Attorney.
11. **Authorize the Award of Construction Contract to Stance Construction Company, for City Project No. CIP 22-040, Calino Avenue Street Improvements**
It is Staff's recommendation that the City Council: Approve and award the construction contract to Stance Construction Company of Chino, CA in the amount of \$649,726.51; and Authorize the Mayor and City Clerk to execute the contract with Stance Construction Company; and Authorize the Director of Finance to appropriate \$715,000 from the APRA fund and make necessary budget adjustment.
12. **Authorize Purchase Orders and Expenditures at The Home Depot, Inc. from Approved Fiscal Year 2022-23 Funds for Materials and Supplies in Various Maintenance and Operations Cost Centers Within the Department of Public Works**
It is recommended that the City Council: Authorize the expenditure of approved funds in the amount not-to-exceed \$35,000 for purchase of materials and supplies from The Home Depot, Inc. through June 30, 2023; and Authorize the Director of Finance to make the necessary budget transfers and adjustments; and Authorize the Public Works Director to prepare and process the necessary purchase order requisitions.
13. **Approval of Construction and Maintenance Agreement (C&M Agreement) with Southern California Regional Rail Authority (SCRRA) Covering the Rail Grade Crossing Improvements at Pacific Avenue and Bogart Avenue**
Staff recommends that City Council approve the Construction & Maintenance Agreement with SCRRA covering the cost for construction of railroad improvements on Pacific Avenue between Bogart and Downing Avenue in amount of \$3,643,508.00; and Authorize the Mayor and City Clerk to execute the agreement.

14. **Consider and Approve Amendment No. 4 to the Transit Services Agreement with Southland Transit, Inc. for Bus Operations and Maintenance Related to the City's Dial-A-Ride and Fixed Route Transit Program**
It is Staff's recommendation that the City Council: Approve Amendment No. 4 to the Transit Services Agreement with Southland Transit, Inc., and, Authorize the Mayor and City Clerk to execute the Amendment; and, Authorize payment in the prorated amount of \$157,812.76 for retroactive costs between August 18, 2022, and November 2022; and, Authorize the Director of Public Works to execute necessary documentation to allow program changes and solicit requests for qualifications prior to the expiration of the term; and, Authorize the Director of Finance to make necessary budget adjustments.
15. **Request for Authorization to Purchase eight (8) Motorola Solutions Apex 8000 P25 complaint portable radios**
It is recommended that the City Council 1. Waive the formal bidding process for this purchase; and 2. Authorize the Police Department to purchase the requested eight (8) Motorola radios and accessories; and 3. Authorize the Director of Finance to appropriate \$67,518.00 from the State Homeland Security Program Grant to account 271-30-310-58110-17215, \$3,105.27 from Federal Asset Forfeiture to account 205-30-310-58110-00000 and book the reimbursement to account 271-30-000-41312-17215; and 4. Authorize the Chief of Police, or his designee, to complete all appropriate documentation to complete the purchase.
16. **Update on New Service Provider (City Net) for the Esperanza Villa Tiny Homes Year Two (2).**
It is recommended that the City Council receive and file.

REPORTS OF OFFICERS

17. **Reorganization of the City Council – Selection of Mayor Pro Tempore**
It is recommended that the City Council complete the reorganization of the City Council and follow procedures as suggested for the selection of Mayor Pro Tempore as follows: 1. The City Clerk opens the nominations for the office of Mayor Pro Tempore. Any Councilmember may nominate and no second to the nomination is required; and 2. After receiving nominations, the City Clerk closes the nominations; and 3. The City Clerk then conducts the election of the Mayor Pro Tempore by roll call vote. If there is more than one nomination, a roll call vote is conducted in the order in which nominations are received until a Mayor Pro Tempore is elected by majority vote.
18. **Consider Approval of Professional Service Agreement with EcoTech Services, Inc. and The Home Depot, Inc. for the High Efficiency Toilet & Shower Head Replacement Program.**
It is Staff's recommendation that the City Council: Approve a Professional Service Agreement to EcoTech Services, Inc. of Azusa, CA, and The Home Depot, Inc. of Baldwin Park, CA, for the High Efficiency Toilet & Shower Head Replacement Program; and Authorize the Director of Finance Department to appropriate \$800,000 from ARPA Funds to Account # 275-50-755-58100-55026.
19. **Approval of Employment Agreement with Ana Karina Rueda for the Position of Human Resources/Risk Manager**
Staff recommends that the City Council approve the Agreement with Ana Karina Rueda for the position of Human Resources/Risk Manager and authorize the Mayor and City Clerk to execute it.
20. **Approval of Employment Agreement with Fabiola Zelaya Melicher for the Position of City Planner**
It is recommended that the City Council approve the Agreement with Fabiola Melicher for the position of City Planner and direct the Mayor and City Clerk to execute it.

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

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

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

SA 2. Treasurer's Report – October 2022

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

SA 3. APPROVAL OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 23-24) FOR THE PERIOD FROM JULY 1, 2023 TO JUNE 30, 2024 AND ADMINISTRATIVE BUDGET

It is recommended that the City Council as governing body of the SA:

1. Approve the estimated ROPS 23-24 for the period of July 1, 2023 through June 30, 2024 and replace the final ROPS 23-24 once the State DOF fixes its website for the ROPS template; and,
2. Adopt the Successor Agency Administrative Budget for Fiscal Year 2023-24; and,
3. Adopt Resolution N0. 2022-020
4. Direct staff to proceed with submitting the final ROPS 23-24 to the LA County First District Consolidated Oversight Board for approval no later than January 9, 2023; and,
5. Send the approved ROPS 23-24 to the County Executive Office, County Auditor Controller, the State Controller, and DOF by February 1, 2023; and,
6. Instruct staff to post the approved ROPS 23-24 on the City's website

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

Request by Mayor Emmanuel J. Estrada

- Mayor Estrada requests a Letter of Support for the Animal Shelter sent to Supervisor Hilda Solis, and would like to request funding from the State to help build a New Shelter

ADJOURNMENT

CERTIFICATION

I, Christopher Saenz, City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 15th day of December 2022.



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City Clerk

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STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
DATE: December 21, 2022
SUBJECT: City of Baldwin Park's Warrants and Demands

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

The payroll for the last period was \$552,092.14 and the attached General Warrants Register was \$1,689,486.77 for a total amount of \$2,241,578.91.

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 201722 to 201739 Additionally, Automated Clearing House (ACH) Payroll deposits were made on behalf of City Employees from control number 36700 to 36970 for the period November 13, 2022 through November 26, 2022 inclusive; these are presented and hereby ratified in the amount of \$552,092.14.

2. General Warrants, with the bank drafts in the amount of \$518,883.78 and checks from 238911 to 239142 in the amount of \$1,170,602.99 for the period of November 17, 2022 to December 6, 2022, inclusive; in the total amount of \$1,689,486.77 constituting of claims and demands against the City of Baldwin Park, are herewith presented to the City Council as required by law, and the same hereby ratified.

LEGAL REVIEW

Not Applicable

ATTACHMENTS

1. Check Register
2. Warrant for CC meeting 12-21-2022



City of Baldwin Park, CA

Check Register

By (None)

Payment Dates 11/17/2022 - 12/6/2022

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238911	11/17/2022	FRANCHISE TAX BOARD	DEDUCTION # 622606249	100-00-000-21225-0000	322.44
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	152.86
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	77.13
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	34.71
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	120.44
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	64.41
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	121.31
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	35.00
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	83.59
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	7.64
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	43.76
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	(32.49)
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	(36.43)
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	15.19
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	9.81
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	7.64
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	5.45
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	18.58
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	6.88
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	41.50
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	16.11
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	41.93
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	475.38
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	5.45
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	77.68
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	289.91
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	11.99
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	50.00
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	(3.93)
238912	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	232.82
238914	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR THE SR CTR PROM & TEEN	275-60-726-53100-1607 \$	43.00
238914	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR THE SR CTR PROM & TEEN	275-60-726-53100-1607 \$	522.97
238914	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR THE SR CTR PROM & TEEN	100-60-660-53100-0000 \$	112.62
238914	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR THE SR CTR PROM & TEEN	275-60-726-53100-1607 \$	394.71
238914	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR THE SR CTR PROM & TEEN	275-60-726-53100-1607 \$	127.44
238914	11/17/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR THE SR CTR PROM & TEEN	275-60-726-53100-1607 \$	98.51
238915	11/17/2022	NICHOLS LUMBER & HARDWARE	SUPPLIES FOR THE YOUNG SPORTS PROG	501-60-000-22326-0000 \$	71.05
238915	11/17/2022	NICHOLS LUMBER & HARDWARE	SUPPLIES FOR AQUATICS	501-60-000-22329-0000 \$	30.64
238916	11/17/2022	ODP BUSINESS SOLUTIONS, LLC	CITY WIDE PAPER	401-10-141-53100-1150 \$	2,027.29
238916	11/17/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-0000 \$	93.40
238916	11/17/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	100-10-150-53100-1110 \$	12.87
238916	11/17/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	100-20-210-53100-0000 \$	72.64
238916	11/17/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR THE PLANNING DIVISION	100-40-440-53100-0000 \$	86.22
238917	11/17/2022	OSCAR RENE MIRANDA	BUILD AND INSTALL CUSTOM STEPS FOR 12 HOUSING	270-50-520-58100-5502 \$	4,500.00
238918	11/17/2022	PACIFIC PRODUCTS & SERVICES LLC	HIGH VISIBILITY SHIRTS	240-50-550-53100-1570 \$	450.00
238918	11/17/2022	PACIFIC PRODUCTS & SERVICES LLC	HIGH VISIBILITY SHIRTS	240-50-570-53100-1488 \$	450.00
238918	11/17/2022	PACIFIC PRODUCTS & SERVICES LLC	HIGH VISIBILITY SHIRTS	244-50-581-53100-1551 \$	450.00
238918	11/17/2022	PACIFIC PRODUCTS & SERVICES LLC	HIGH VISIBILITY SHIRTS	246-50-540-53100-1570 \$	294.01
238918	11/17/2022	PACIFIC PRODUCTS & SERVICES LLC	HIGH VISIBILITY SHIRTS	246-50-552-53100-1500 \$	450.00
238918	11/17/2022	PACIFIC PRODUCTS & SERVICES LLC	HIGH VISIBILITY SHIRTS	246-50-552-53100-1500 \$	450.00
238918	11/17/2022	PACIFIC PRODUCTS & SERVICES LLC	HIGH VISIBILITY SHIRTS	251-50-560-53100-0000 \$	450.00
238918	11/17/2022	PACIFIC PRODUCTS & SERVICES LLC	HIGH VISIBILITY SHIRTS	251-50-562-53100-0000 \$	450.00
238918	11/17/2022	PACIFIC PRODUCTS & SERVICES LLC	HIGH VISIBILITY SHIRTS	251-50-571-53100-0000 \$	450.00
238918	11/17/2022	PACIFIC PRODUCTS & SERVICES LLC	HIGH VISIBILITY SHIRTS	402-50-590-53100-0000 \$	450.00
238919	11/17/2022	PSYCHEMEDICS CORP	DRUG TESTING FOR POLICE DEPT APPLICANTS	100-30-310-51100-0000 \$	63.00
238919	11/17/2022	PSYCHEMEDICS CORP	DRUG TESTING FOR POLICE DEPT APPLICANTS	100-30-310-51100-0000 \$	50.00
238919	11/17/2022	PSYCHEMEDICS CORP	DRUG TESTING FOR POLICE DEPT APPLICANTS	100-30-310-51100-0000 \$	116.00
238919	11/17/2022	PSYCHEMEDICS CORP	DRUG TESTING FOR POLICE DEPT APPLICANTS	100-30-310-51100-0000 \$	16.00
238919	11/17/2022	PSYCHEMEDICS CORP	DRUG TESTING FOR POLICE DEPT APPLICANTS	100-30-310-51100-0000 \$	66.00
238920	11/17/2022	PUBLIC SAFETY CENTER, INC.	ECONOMY BLANKET, YELLOW DISPOSABLE	100-30-340-53100-0000 \$	377.41

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238921	11/17/2022	QUADIENT LEASING USA INC	LEASE AND MAINTENANCE FOR POSTAGE MACHINE 8/29-11/28/22	401-10-141-58140-1150 \$	2,150.03
238922	11/17/2022	RAM CONSTRUCTION & FENCE LLC	CARPENTRY SERVICES FOR TINY HOMES. CIP22-043	270-50-520-58100-5502 \$	10,250.00
238923	11/17/2022	REBECCA SANTILLAN	RFND PROGRAM WAS CANCELED - OUTDOOR ADVENTURES PRO	501-60-000-22327-0000 \$	3.00
238924	11/17/2022	RICOH USA INC	LEASE PAYMENTS FOR 8 RICOH COPIERS 11/14-2/13/2023	401-10-141-58140-1150 \$	5,033.43
238925	11/17/2022	ROSEMARIE CALZADA	SR TRIPS & EVENTS REIMBURSEMENT PROGRAM	275-60-726-53370-1607 \$	40.00
238926	11/17/2022	SAN GABRIEL VALLEY WATER COMPANY	WATER COST	251-50-560-53402-0000 \$	2,707.58
238926	11/17/2022	SAN GABRIEL VALLEY WATER COMPANY	WATER COST 09/29-10/31/2022	252-60-620-53402-0000 \$	7,717.77
238926	11/17/2022	SAN GABRIEL VALLEY WATER COMPANY	WATER COST. SERV 9/30-10/31/2022	100-60-620-53402-0000 \$	674.96
238926	11/17/2022	SAN GABRIEL VALLEY WATER COMPANY	TINY HOMES - 13167 GARVEY AVE. SERV 09/30-10/31/22	501-50-000-22000-5500 \$	194.64
238927	11/17/2022	SECTRA SECURITY INC.	ARMED TURCK SERVICE FOR NOV 2022	100-25-299-53370-1240 \$	394.75
238928	11/17/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR THE SR CTR	100-60-630-53100-0000 \$	107.06
238928	11/17/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR THE SR CTR	100-60-630-53100-0000 \$	36.47
238928	11/17/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR THE VETERAN'S DAY CEREMON	100-60-610-51101-1614 \$	224.18
238928	11/17/2022	SMART & FINAL	SUPPLIES FOR COMMUNITY CENTER	100-60-610-53100-0000 \$	48.86
238928	11/17/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR THE SR CTR	100-60-630-53100-0000 \$	17.98
238928	11/17/2022	SMART & FINAL	SUPPLIES FOR THE COMMUNITY CENTER	100-60-610-53100-0000 \$	41.37
238928	11/17/2022	SMART & FINAL	SUPPLIES FOR THE COMMUNITY CENTER	100-60-610-53100-0000 \$	75.83
238928	11/17/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR THE SR CTR	100-60-630-53100-0000 \$	61.60
238928	11/17/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR THE SR CTR	100-60-630-53100-0000 \$	35.96
238929	11/17/2022	SOUTHERN CALIFORNIA EDISON	JUAN A ALVERANGA ACCT # 700669639342	270-60-610-53370-1606 \$	197.35
238930	11/17/2022	SOUTHLAND TRANSIT. INC.	TRANSIT SERVICES FOR AUGUST 2022	244-50-580-51100-1552 \$	88,383.02
238930	11/17/2022	SOUTHLAND TRANSIT. INC.	TRANSIT SERVICES FOR JULY 2022	244-50-580-51100-1552 \$	74,577.65
238930	11/17/2022	SOUTHLAND TRANSIT. INC.	TRANSIT SERVICES FOR SEPTEMBER 2022	244-50-580-51100-1552 \$	85,391.01
238930	11/17/2022	SOUTHLAND TRANSIT. INC.	TRANSIT SERVICES FOR AUGUST 2022	244-50-580-51100-1552 \$	23,655.44
238930	11/17/2022	SOUTHLAND TRANSIT. INC.	TRANSIT SERVICE FOR JULY 2022	244-50-580-51100-1552 \$	18,751.73
238930	11/17/2022	SOUTHLAND TRANSIT. INC.	TRANSIT SERVICE FOR SEPTEMBER 2022	244-50-580-51100-1552 \$	22,503.37
238930	11/17/2022	SOUTHLAND TRANSIT. INC.	CREDIT FARE BOX REVENUE	244-50-000-42151-0000 \$	(3,204.50)
238930	11/17/2022	SOUTHLAND TRANSIT. INC.	CREDIT FARE BOX REVENUE FOR JULY 2022	244-50-000-42151-0000 \$	(2,475.00)
238930	11/17/2022	SOUTHLAND TRANSIT. INC.	CREDIT FARE BOX REVENUE FOR SEPTEMBER 2022	244-50-000-42151-0000 \$	(2,759.00)
238930	11/17/2022	SOUTHLAND TRANSIT. INC.	CREDIT FARE BOX REVENUE FOR AUGUST 2022	244-50-000-42151-0000 \$	(255.00)
238930	11/17/2022	SOUTHLAND TRANSIT. INC.	CREDIT FARE BOX REVENUE FOR JULY 2022	244-50-000-42151-0000 \$	(212.50)
238930	11/17/2022	SOUTHLAND TRANSIT. INC.	CREDIT FARE BOX REVENUE FOR SEPTEMBER 2022	244-50-000-42151-0000 \$	(265.50)
238931	11/17/2022	STAPLES BUSINESS CREDIT	MATERIALS & SUPPLIES FOR SR CTR	100-60-630-53100-0000 \$	668.72
238931	11/17/2022	STAPLES BUSINESS CREDIT	MATERIALS & SUPPLIES FOR THE SR CTR	100-60-630-53100-0000 \$	11.62
238932	11/17/2022	SUSAN SAXE-CLIFFORD,PH.D	PSYCH EXAM APPLICANT FOR SHELTON	100-30-310-51100-0000 \$	450.00
238933	11/17/2022	TERRA REALTY ADVISORS INC	SERVICES ADVICE ON VARIOUS BILLBOARD SIGNS IN BP	235-40-440-51101-0000 \$	1,627.08
238934	11/17/2022	THE DRALA PROJECT INC	DELL 7090 ULTRA AND C2723H MONITOR	401-10-140-53390-0000 \$	1,395.92
238935	11/17/2022	THE SAUCE CREATIVE SERVICES CORP	CERTIFICATES AND FOLDERS FOR COUNCIL USE	100-10-100-53320-0000 \$	7,553.13
238936	11/17/2022	THE SHREDDERS	CERTIFIED DOCUMENT DESTRUCTION	100-25-299-51101-0000 \$	51.50
238936	11/17/2022	THE SHREDDERS	1-65 GALLON TOE. 1-FUEL SURCHARGE	100-10-150-51100-0000 \$	55.50
238937	11/17/2022	TPX COMMUNICATIONS CO	LOCAL, LONG DISTANCE TELEPHONE AND	401-10-141-53403-1150 \$	6,703.16
238938	11/17/2022	TRIEPI.SMITH AND ASSOCIATES. INC	COMMUNICATIONS & SOCIAL MEDIA SERVICES FOR THE CT	230-10-110-51100-1140 \$	1,195.00
238939	11/17/2022	ULINE. INC.	OUTDOOR UMBRELLA FOR ESPERANZA VILLAS	100-60-620-53100-0000 \$	210.28
238940	11/17/2022	US BANK VOYAGER FLEET SYS	DEPARTMENT VEHICLE GAS	402-50-591-53110-1614 \$	1,477.01
238941	11/17/2022	VALLEY COUNTY WATER DIST	WATER COST. SERV 09/26-10/24/2022	252-60-620-53402-0000 \$	4,920.94
238941	11/17/2022	VALLEY COUNTY WATER DIST	WATER COST. SERV 09/26-10/27/2022	100-60-620-53402-0000 \$	2,063.20
238941	11/17/2022	VALLEY COUNTY WATER DIST	WATER COST SERV 09/26-10/27/2022	251-50-560-53402-0000 \$	7,038.61
238941	11/17/2022	VALLEY COUNTY WATER DIST	WATER COST SERV 09/27-10/27/2022	254-60-620-53402-1588 \$	536.42
238942	11/17/2022	VANESSA LEON	CTO TRAINING SCHOOL - LUNCH REIMBURSEMENT	501-30-000-22410-0000 \$	40.00
238943	11/17/2022	WILLIAM ZENDEJAS	EDUCATION REIMBURSEMENT FOR FY 22/2023	100-30-310-53210-0000 \$	2,000.00
238944	11/17/2022	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVICES AT ARC --10/8/22-10/21/22	501-60-000-22328-0000 \$	132.00
238944	11/17/2022	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVICES AT ARC --10/8/22-10/21/22	501-60-000-22328-0000 \$	396.00
238945	11/17/2022	ALBA VALDEZ	REIMBURSEMENT OF DEPOSIT FOR RENTAL AT JULIA CTR	501-60-000-22333-0000 \$	325.00
238946	11/17/2022	ALL CITY MANAGEMENT SERVICES, INC	CROSSING GUARD SERVICES FOR 10/2/2022-10/15/2022	100-30-390-51100-1320 \$	14,439.84
238947	11/17/2022	ANTHONY VAZQUEZ	REIMBURSEMENT FOR HOME DEPOT -GARVEY PROJECT	251-50-571-53100-0000 \$	1,315.90
238948	11/17/2022	APEC CCTV CO., INC.	REPAIR SURVEILLANCE CAMERAS AT CNIOR CENTER 11/7	100-60-620-53371-0000 \$	300.00
238949	11/17/2022	APN LANDSCAPING INC	COMPLETION OF LANDSCAPE WORK FOR SERENITY	270-50-520-58100-5502 \$	3,850.00
238950	11/17/2022	BEATRIZ LOMELI	PARENT CONFERENCE 2ND SESSION 10/15/2022	220-30-340-53360-1488 \$	295.00
238951	11/17/2022	BEN GENTRY PROPERTIES LP	RENT EXPENSES UNDER THE SGVCO'S PREVENTION	270-60-610-53370-1606 \$	3,700.00
238952	11/17/2022	BPC PRINT SERVICES INC	RESTOCK CITY FORMS	401-10-141-53320-1150 \$	1,830.05
238953	11/17/2022	CANON FINANCIAL SERVICES, INC	LEASE FOR 2 SHARP MX-6071 COPIERS	401-10-141-58140-1150 \$	407.17
238954	11/17/2022	COMMERCIAL DOOR OF ANAHEIM INC	REPAIRS MADE TO THEGATE AT CITY YARD 10/31/2022	100-60-620-53371-0000 \$	631.00
238955	11/17/2022	CONCENTRA HEALTH SERVICES, INC	PRE-EMPLOYMENT PHYSICAL FOR FABIOLA M.& MARIA A	100-10-150-51101-0000 \$	125.00
238956	11/17/2022	DULCE M. CRUZ	CATERING SERVICES FOR ZOCALO PARK ON 10/27/2022	270-50-520-58100-5502 \$	1,084.60
238957	11/17/2022	EDGAR R MORALES	BUILDING PAINTING SERVICE FOR TINY HOMES CIP22-043	270-50-520-58100-5502 \$	3,450.00
238958	11/17/2022	ELVA ESTELA AGUILAR	REGISTRATION OF OUTDOOR ADVENTURES PROGRAM	501-60-000-22327-0000 \$	3.00
238959	11/17/2022	FRANK ORTIZ	PYMT OF BASKETBALL OFFICIALS FOR YOUTH SPORTS PROG	100-60-610-51101-1612 \$	1,123.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238960	11/17/2022	FRONTIER COMMUNICATIONS	PHONE AND WIRELESS SERVICE FOR OCT. 2022	100-30-310-53403-0000 \$	164.95
238960	11/17/2022	FRONTIER COMMUNICATIONS	PHONE & WIRELESS SERVICES FOR 10/28/22-11/27/22	401-10-141-53403-1150 \$	1,514.26
238961	11/17/2022	GALLS, AN ARAMARK CO. LLC	UNIFORM FOR MENDEZ	100-30-340-53100-0000 \$	267.91
238961	11/17/2022	GALLS, AN ARAMARK CO. LLC	UNIFORM FOR MARTIN	100-30-340-53100-0000 \$	491.31
238962	11/17/2022	GLEN JOHN APRAMIAN MD INC	CITY OF BALDWIN PARK-SWORN FOR JEREMY CROSS	100-10-150-51101-0000 \$	845.00
238962	11/17/2022	GLEN JOHN APRAMIAN MD INC	CITY OF BALDWIN PARK-SWORN FOR ERIC SHELTON	100-10-150-51101-0000 \$	845.00
238963	11/17/2022	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	HOMELESS EMPLOYMENT SERVICES FOR AUGUST 2022	259-60-610-51101-1606 \$	442.59
238963	11/17/2022	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	HOMELESS EMPLOYMENT SERVICES FOR SEP.2022	259-60-610-51101-1606 \$	3,808.29
238964	11/17/2022	GOVERNMENT TRAINING AGENCY	TUITION FOR CONFERENCE FOR DEC12-16. 2022 FOR ANAI	501-30-000-22410-0000 \$	525.00
238965	11/17/2022	GRAINGER, INC.	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-0000 \$	163.86
238966	11/17/2022	GREG RUVOLO	REPLACEMENT OF GARAGE DOOR FOR SERENITY	270-50-520-58100-5502 \$	12,660.00
238966	11/17/2022	GREG RUVOLO	FENCE REPAIR AT ESPERANZA VILLAS 11/10/2022	100-60-620-53391-0000 \$	625.00
238967	11/17/2022	HLR MEDIA, LLC	NOTICE RUN DATE :OCT.3. 2022 REFERENCE : 2022 CODE	100-40-450-53330-0000 \$	208.00
238967	11/17/2022	HLR MEDIA, LLC	NOTICE RUN DATE :OCT.3. 2022 REFERENCE : 2022 CODE	100-40-450-53330-0000 \$	144.00
238968	11/17/2022	INDEPENDENCE SOLUTIONS, INC.	ADA RAMPS FOR TINY HOMES CIP22-043	270-50-520-58100-5502 \$	3,654.68
238968	11/17/2022	INDEPENDENCE SOLUTIONS, INC.	ADA RAMPS FOR TINY HOMES, CIP22-043	270-50-520-58100-5502 \$	12,072.11
238969	11/17/2022	JAMES R STONE	LOCK CHANGES AND KEY COPIES ON 11/9/2022	100-60-620-53371-0000 \$	1,790.50
238969	11/17/2022	JAMES R STONE	LOCK CHANGES AND KEY COPIES ON 11/9/2022	100-60-620-53371-0000 \$	507.70
238969	11/17/2022	JAMES R STONE	LOCK CHANGES AND KEY COPIES ON 11/9/2022	252-60-620-53371-0000 \$	54.55
238969	11/17/2022	JAMES R STONE	LOCK CHANGES AND KEY COPIES ON 11/9/2022	252-60-620-53371-0000 \$	866.90
238969	11/17/2022	JAMES R STONE	LOCK CHANGES AND KEY COPIES ON 11/9/2022	252-60-620-53371-0000 \$	493.65
238969	11/17/2022	JAMES R STONE	LOCK CHANGES AND KEY COPIES ON 11/9/2022	252-60-620-53371-0000 \$	217.25
238969	11/17/2022	JAMES R STONE	LOCK CHANGES AND KEY COPIES ON 11/9/2022	252-60-620-53371-0000 \$	267.10
238969	11/17/2022	JAMES R STONE	LOCK CHANGES AND KEY COPIES ON 11/9/2022	252-60-620-53371-0000 \$	177.75
238969	11/17/2022	JAMES R STONE	LOCK CHANGES AND KEY COPIES ON 11/9/2022	252-60-620-53371-0000 \$	221.00
238970	11/17/2022	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS AT CITY HALL ON 10/24/2022	100-60-620-53371-0000 \$	175.59
238970	11/17/2022	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS AT CITY HALL ON 10/24/2022	100-60-620-53371-0000 \$	150.00
238970	11/17/2022	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS AT CITY HALL ON 11/7/2022	100-60-620-53371-0000 \$	150.00
238970	11/17/2022	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS AT CITY HALL ON 11/7/2022	100-60-620-53371-0000 \$	276.54
238971	11/17/2022	JOHN L HUNTER & ASSOCIATES INC	NPDES VALUE ENGINEERING SERVICES FOR 9/1-9/30/2022	258-50-520-58100-5500 \$	1,495.00
238972	11/17/2022	JOSE R. CORRAL	PAY FOR TENANTS RENT AND DEPOSIT UNDER THE SGVCO'S	270-60-610-53370-1606 \$	4,950.00
238973	11/17/2022	KNIGHT COMMUNICATIONS	INFORMATION SERVICES FOR 11/1/202211/30/2022	100-30-310-51100-0000 \$	8,000.00
238974	11/17/2022	LA CANADA DESIGN GROUP INC	ENGINEERING DESIGN SERVICES FOR 7/1-7/31/2022	245-50-520-58100-5502 \$	6,220.00
238974	11/17/2022	LA CANADA DESIGN GROUP INC	ARCHITECTURAL & ENGINEERING SERVICES 8/1-8/31/2022	245-50-520-58100-5502 \$	6,184.77
238974	11/17/2022	LA CANADA DESIGN GROUP INC	ARCHITECTURAL & ENGINEERING SERVICES 9/1-9/30/2022	245-50-520-58100-5502 \$	13,737.69
238974	11/17/2022	LA CANADA DESIGN GROUP INC	ARCHITECTURAL AND ENGINEERING FOR 10/1/22-10/31/22	275-50-765-58100-5501 \$	99,912.40
238974	11/17/2022	LA CANADA DESIGN GROUP INC	ARCHITECTURAL AND ENGINEERING FOR 10/1/22-10/31/22	275-50-765-58100-5501 \$	361.50
238975	11/17/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	SERVICES RENDERED CANNIBAS FOR 10/1/22-10/31/22	100-40-131-51102-1407 \$	2,032.00
238975	11/17/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	SERVICES RENDERED CANNIBAS FOR 10/1/22-10/31/22	100-40-131-51102-1407 \$	2,040.00
238975	11/17/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	SERVICES RENDERED CANNIBAS FOR 10/1/22-10/31/22	100-40-131-51102-1407 \$	6,660.00
238975	11/17/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	SERVICES RENDERED CANNIBAS FOR 10/1/22-10/31/22	100-40-131-51102-1407 \$	16,285.05
238976	11/17/2022	LESAR DEVELOPMENT CONSULTANTS	TECHNICAL ASSISTANCE FOR THE HOMELESS	259-60-610-51100-1606 \$	7,216.25
238977	11/17/2022	LEWIS ENGRAVING INC	UNIFORM FOR RAPP	100-30-310-53100-0000 \$	41.90
238978	11/17/2022	LIEBERT CASSIDY WHITMORE	GENERAL CLIENT/MATTER NO : BA020-00001	100-30-131-51102-6220 \$	1,657.50
238978	11/17/2022	LIEBERT CASSIDY WHITMORE	PD INVESTIGATION CLIENT/MATTER NO: BA020-00143	100-30-131-51102-6701 \$	27.00
238978	11/17/2022	LIEBERT CASSIDY WHITMORE	POLICE INVESTIGATION ADVICE 9/30/2022- BA020-00148	100-30-131-51102-6701 \$	325.50
238978	11/17/2022	LIEBERT CASSIDY WHITMORE	POLICE INVESTIGATION ADVICE 9/30/2022- BA020-00151	100-30-131-51102-6702 \$	27.00
238978	11/17/2022	LIEBERT CASSIDY WHITMORE	POLICE INVESTIGATION ADVICE 9/30/2022- BA020-00152	100-30-131-51102-6702 \$	27.00
238978	11/17/2022	LIEBERT CASSIDY WHITMORE	INVESTIGATION CITIZEN-BUSINESS COMPLAINT 9/30/22	100-30-131-51102-6700 \$	209.00
238978	11/17/2022	LIEBERT CASSIDY WHITMORE	POLICE INVESTIGATION ADVICE 9/30/2022- BA020-00154	100-30-131-51102-6702 \$	138.50
238979	11/17/2022	LONG TANG	REIMBURSEMENT FOR CALCASP TRAINING	100-40-450-53200-0000 \$	150.00
238979	11/17/2022	LONG TANG	RENEWAL CERTIFICATION FEE FOR CERTIFIED ACCESS	100-40-450-53330-0000 \$	350.00
238979	11/17/2022	LONG TANG	REIMBURSEMENT FOR APPLICATION FOR DIVISION	100-40-450-53330-0000 \$	100.00
238980	11/17/2022	MANUEL AVILA	REMOVAL & REPLACEMENT OF ANTI GRAFFITI FILM @ TEEN	100-60-620-53371-0000 \$	765.00
238980	11/17/2022	MANUEL AVILA	REMOVAL & REPLACEMENT OF ANTI GRAFFITI FILM @ TEEN	252-60-620-53371-0000 \$	765.00
238981	11/17/2022	MARINA MEDINA	REFUND OF DEPOSIT \$150.00 FOR RENTAL ON NOV. 5 .22	501-60-000-22333-0000 \$	150.00
238982	11/17/2022	MAUREEN KANE & ASSOCIATES, INC	REIMBURSEMENT FOR ARPA SENI	100-10-120-53330-0000 \$	1,600.00
238983	11/17/2022	MERCURY FENCE CO., INC	FENCE REPAIRS AT WALNUT CREEK NATURE PARK 9/15/22	100-60-620-53371-0000 \$	162.50
238983	11/17/2022	MERCURY FENCE CO., INC	FENCE REPAIRS AT WALNUT CREEK NATURE PARK 9/15/22	252-60-620-53371-0000 \$	162.50
238984	11/17/2022	MILLER'S & ISHAMS FIRE EXTINGUISHERS	FIRE EXTINGUISHER ANNUAL SERVICE ON 10/6/2022	245-60-620-53371-1588 \$	123.20
238985	11/23/2022	WALMART 3522	2022 SANTA CLOTHES PROGRAM 12/3/2022. REQUEST#11	275-60-726-53100-1607 \$	4,132.50
238986	11/23/2022	WALMART 3522	2022 SANTA CLOTHES PROGRAM 12/3/2022. REQUEST#5	275-60-726-53100-1607 \$	4,800.00
238987	11/23/2022	WALMART 3522	2022 SANTA CLOTHES PROGRAM 12/3/2022. REQUEST#3	275-60-726-53100-1607 \$	4,800.00
238988	11/23/2022	WALMART 3522	2022 SANTA CLOTHES PROGRAM 12/3/2022. REQUEST#9	275-60-726-53100-1607 \$	4,757.50
238989	11/23/2022	WALMART 3522	2022 SANTA CLOTHES PROGRAM 12/3/2022. REQUEST#1	275-60-726-53100-1607 \$	4,800.00
238990	11/23/2022	WALMART 3522	2022 SANTA CLOTHES PROGRAM 12/3/2022. REQUEST#4	275-60-726-53100-1607 \$	4,800.00
238991	11/23/2022	WALMART 3522	2022 SANTA CLOTHES PROGRAM 12/3/2022. REQUEST#7	275-60-726-53100-1607 \$	3,600.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238992	11/23/2022	WALMART 3522	2022 SANTA CLOTHES PROGRAM 12/3/2022. REQUEST#2	275-60-726-53100-1607 \$	4,800.00
238993	11/23/2022	WALMART 3522	2022 SANTA CLOTHES PROGRAM 12/3/2022. REQUEST#10	275-60-726-53100-1607 \$	4,757.50
238994	11/23/2022	WALMART 3522	2022 SANTA CLOTHES PROGRAM 12/3/2022. REQUEST#6	275-60-726-53100-1607 \$	4,800.00
238995	11/23/2022	WALMART 3522	2022 SANTA CLOTHES PROGRAM 12/3/2022. REQUEST#8	275-60-726-53100-1607 \$	4,757.50
238996	11/23/2022	AFLAC	AFLAC	100-00-000-21216-0000 \$	786.15
238996	11/23/2022	AFLAC	AFLAC	100-00-000-21216-0000 \$	151.88
238996	11/23/2022	AFLAC	AFLAC	100-00-000-21216-0000 \$	786.05
238996	11/23/2022	AFLAC	AFLAC	100-00-000-21216-0000 \$	151.88
238997	11/23/2022	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-0000 \$	100.13
238997	11/23/2022	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-0000 \$	100.14
238998	11/23/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-0000 \$	(85.45)
238998	11/23/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-0000 \$	(110.89)
238998	11/23/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-0000 \$	31.12
238998	11/23/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-0000 \$	74.76
238998	11/23/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-0000 \$	1,337.42
238998	11/23/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-0000 \$	3,319.66
238998	11/23/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-0000 \$	1,320.72
238998	11/23/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-0000 \$	3,267.28
238998	11/23/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-0000 \$	85.45
238998	11/23/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-0000 \$	110.89
238999	11/23/2022	BALDWIN PARK MNGMT ASSOC.	MANAGEMENT DUES	100-00-000-21218-0000 \$	20.00
238999	11/23/2022	BALDWIN PARK MNGMT ASSOC.	MANAGEMENT DUES	100-00-000-21218-0000 \$	20.00
239000	11/23/2022	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-0000 \$	3,332.69
239000	11/23/2022	BALDWIN PARK POLICE ASSOC	POLICE NON-SWORN DUES	100-00-000-21219-0000 \$	1,052.28
239000	11/23/2022	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-0000 \$	3,267.22
239000	11/23/2022	BALDWIN PARK POLICE ASSOC	POLICE NON-SWORN DUES	100-00-000-21219-0000 \$	1,052.28
239001	11/23/2022	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-1340 \$	(13.50)
239001	11/23/2022	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-1340 \$	796.50
239001	11/23/2022	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-1340 \$	634.50
239001	11/23/2022	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-1340 \$	13.50
239002	11/23/2022	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-0000 \$	36.00
239002	11/23/2022	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-0000 \$	45.00
239002	11/23/2022	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-0000 \$	36.00
239002	11/23/2022	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-0000 \$	45.00
239003	11/23/2022	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-0000 \$	14.74
239003	11/23/2022	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-0000 \$	222.65
239003	11/23/2022	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-0000 \$	92.89
239003	11/23/2022	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-0000 \$	222.56
239003	11/23/2022	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-0000 \$	92.89
239004	11/23/2022	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-0000 \$	(56.57)
239004	11/23/2022	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-0000 \$	151.48
239004	11/23/2022	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-0000 \$	3,691.08
239004	11/23/2022	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-0000 \$	395.54
239004	11/23/2022	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-0000 \$	1,642.22
239004	11/23/2022	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-0000 \$	395.54
239004	11/23/2022	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-0000 \$	56.57
239005	11/23/2022	P.T.E.A.	PTEA DUES	100-00-000-21220-0000 \$	304.00
239005	11/23/2022	P.T.E.A.	CLERICAL DUES	100-00-000-21224-0000 \$	95.00
239005	11/23/2022	P.T.E.A.	PTEA DUES	100-00-000-21220-0000 \$	304.00
239005	11/23/2022	P.T.E.A.	CLERICAL DUES	100-00-000-21224-0000 \$	95.00
239006	11/23/2022	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-0000 \$	121.06
239006	11/23/2022	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-0000 \$	121.04
239007	11/23/2022	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-0000 \$	(10.77)
239007	11/23/2022	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-0000 \$	55.20
239007	11/23/2022	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-0000 \$	1,056.72
239007	11/23/2022	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-0000 \$	1,122.60
239007	11/23/2022	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-0000 \$	10.77
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-0000 \$	(3.63)
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	BASIC LIFE & AD & D & STD & LTD INSURANCE	403-10-160-54130-0000 \$	5,801.28
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-0000 \$	96.43
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-0000 \$	742.90
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-0000 \$	561.38
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-0000 \$	43.50
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-0000 \$	8.70
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-0000 \$	7.26
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-0000 \$	748.85
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-0000 \$	542.42

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100.000	100-00-000-21254-0000 \$	43.50
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60.000	100-00-000-21254-0000 \$	8.70
239008	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50.000	100-00-000-21254-0000 \$	3.63
239009	11/23/2022	BANKCARD CENTER	WEBINAR 500 MONTHLY	100-25-299-53370-1705 \$	41.20
239009	11/23/2022	BANKCARD CENTER	MFA MONTHLY	100-25-299-53370-1705 \$	210.00
239009	11/23/2022	BANKCARD CENTER	ICLOUD 50 GB STORAGE	401-10-140-53330-0000 \$	0.99
239009	11/23/2022	BANKCARD CENTER	STEREO MINI JACK	401-10-140-53390-0000 \$	8.75
239009	11/23/2022	BANKCARD CENTER	8 PORT ETHERNET SWITCH	401-10-140-53390-0000 \$	48.16
239009	11/23/2022	BANKCARD CENTER	TOSHIBA 600GB HDD	401-10-140-53390-0000 \$	205.96
239009	11/23/2022	BANKCARD CENTER	MA MALE TO SMA FEMALE COAX CABLE, SPLITTER	401-10-140-53390-0000 \$	89.61
239009	11/23/2022	BANKCARD CENTER	EPSON EDG.MICR AND DROP IN VALIDATION	401-10-140-53390-0000 \$	75.56
239009	11/23/2022	BANKCARD CENTER	CREDIT	401-10-140-53390-0000 \$	(338.35)
239010	11/23/2022	BANKCARD CENTER	ANTENNA FOR DPET HAND HELD RADIO	100-30-310-53100-0000 \$	235.66
239010	11/23/2022	BANKCARD CENTER	REFRESHMENTS FOR SWEARING CEREMONY FOR NEW LIEUTEN	100-30-310-53100-0000 \$	146.30
239010	11/23/2022	BANKCARD CENTER	HANGGUN CLEANING KIT FOR TRNG OFFICE	100-30-310-53100-0000 \$	106.02
239010	11/23/2022	BANKCARD CENTER	TV PURCHASED FOR DISPATCH ITEM WAS NEVER DELIVERED	100-30-320-53100-0000 \$	(525.34)
239010	11/23/2022	BANKCARD CENTER	TRNG 4 PINEDA.GASCA.BALZANO & NEWTON	501-30-000-22410-0000 \$	1,809.00
239011	11/23/2022	NELO BANDERAS	REFUND PERMIT FOR 4324 CUTLER AVE BALDWIN PARK	100-40-000-43400-0000 \$	130.93
239012	11/23/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	100-10-150-53100-1110 \$	21.48
239012	11/23/2022	ODP BUSINESS SOLUTIONS, LLC	CITY WIDE PAPER	401-10-141-53100-1150 \$	2,094.18
239012	11/23/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR THE PLANNING DIVISION	100-40-440-53100-0000 \$	100.58
239013	11/23/2022	PLANETBIDS, INC.	PB SYSTEM VENDOR AND BID MANAGEMENT ONE-TIME	240-50-510-51101-0000 \$	6,325.00
239014	11/23/2022	REGIONAL TAP SERVICE CENTER	PYMT OF TAP BUS PASSES SOLD @ TH COMMUNITY CTR	100-00-000-20014-0000 \$	20.00
239015	11/23/2022	RICOH USA INC	LEASE & MAINT FOR 3 RICOH COPIERS 10/25-11/24/2022	401-10-141-53371-1150 \$	75.31
239015	11/23/2022	RICOH USA INC	LEASE & MAINT FOR 3 RICOH COPIERS 10/25-11/24/2022	401-10-141-58140-1150 \$	710.12
239016	11/23/2022	ROSARIO GALINDO	SR TRIPS & EVENTS REIMBURSEMENT PROG	275-60-726-53370-1607 \$	27.00
239017	11/23/2022	SAN GABRIEL VALLEY HABITAT FOR HUMANITY, INC.	TINY HOMES CUSTOM FMLY PROJ 9/12-9/16/2022	270-50-520-58100-5502 \$	4,093.65
239018	11/23/2022	SILVER & WRIGHT, LLP	LEGAL SERV CT OF B.PARK - DANIEL RODRIGUEZ	403-10-160-54100-0000 \$	2,922.10
239019	11/23/2022	SOUTHERN CA SCHOOL BAND	FOR JUDGES FOR CHRISTMAS PARADE 12/03/22 (22/2023)	100-60-610-51101-1614 \$	2,520.00
239020	11/23/2022	SOUTHERN CALIFORNIA EDISON	MICHELLE JAIMES 10/11-11/08/2022	270-60-610-53370-1606 \$	521.15
239021	11/23/2022	SPARKLETT'S	WATER & COFFEE SUPPLIES FOR CT FACILITIES	100-60-620-53100-0000 \$	822.43
239021	11/23/2022	SPARKLETT'S	WATER & COFFEE SUPPLIES FOR CT FACILITIES	252-60-620-53100-0000 \$	822.44
239021	11/23/2022	SPARKLETT'S	WATER & SUPPLIES FOR CITY YARD	100-60-620-53100-0000 \$	149.91
239022	11/23/2022	STAPLES BUSINESS CREDIT	MATERIALS & SUPPLIES FOR COMM CTR & SR CTR	100-60-610-53100-0000 \$	19.48
239022	11/23/2022	STAPLES BUSINESS CREDIT	MATERIALS & SUPPLIES FOR COMM CTR & SR CTR	100-60-630-53100-0000 \$	5.25
239023	11/23/2022	STEVEN TRAN	RFND C&D PROG 5015 MAINE AVE	246-00-000-22540-0000 \$	300.00
239024	11/23/2022	V & V MANUFACTURING	CHANGE RIBBONS ON FLAT/UNIFORM BADGES TO NEW ID #	100-30-310-53100-0000 \$	945.31
239025	11/23/2022	VALLEY COUNTY WATER DIST	WATER COST 9/27-10/25/2022	251-50-560-53402-0000 \$	238.56
239026	11/23/2022	VICTOR VIRAMONTES	REIMBURSEMENT FOR (DAY-TIMER ONE-PAGE REFILL)	100-40-405-53100-0000 \$	77.75
239027	11/23/2022	WILLDAN FINANCIAL SERVICES	DESIGN SERVICES FOR TRAFFIC SIGNAL MODIFICATION	251-50-520-58100-5500 \$	2,931.00
239028	11/23/2022	ALODIA MENCIAS	REIMBURSEMENT --APRA SENIOR TRIPS & EVENTS 10/7/22	275-60-726-53370-1607 \$	20.00
239029	11/23/2022	BANKCARD CENTER	13TH ANNUAL ECONOMIC SUMMIT GARCIA & VIRAMONTES	100-40-405-53350-0000 \$	350.00
239030	11/23/2022	CITIES DIGITAL INC	RENEWAL OF LASERFICHE ANNUAL SUPPORT:	401-10-140-53379-0000 \$	5,233.00
239031	11/23/2022	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC	PROFESSIONAL LANDSCAPE ARCHITECTURAL THRU OCT 2022	258-50-520-58100-5500 \$	31,398.00
239031	11/23/2022	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC	PROFESSIONAL LANDSCAPE ARCHITECTURAL THRU OCT 2022	270-50-520-58100-5500 \$	16,200.00
239032	11/23/2022	ELVA ESTELA AGUILAR	REIMBURSEMENT --APRA SENIOR TRIPS & EVENTS 10/7/22	275-60-726-53370-1607 \$	40.00
239033	11/23/2022	FANNY LI	REIMBURSEMENT --APRA SENIOR TRIPS & EVENTS 10/1/22	275-60-726-53370-1607 \$	20.00
239034	11/23/2022	INLAND EMPIRE STAGES, LTD	TRANSPORTATION SERVICES FOR SENIOR TRIP ON 11/4/22	275-60-726-51101-1607 \$	1,133.13
239035	11/23/2022	JAVIER NAVARRO	REIMBURSEMENT --APRA SENIOR TRIPS & EVENTS 10/7/22	275-60-726-53370-1607 \$	20.00
239036	11/23/2022	JOE BALDWIN OULIAS	REIMBURSEMENT --APRA SENIOR TRIPS & EVENTS 10/7/22	275-60-726-53370-1607 \$	20.00
239037	11/23/2022	JORGE G. HERNANDEZ	REIMBURSEMENT --APRA SENIOR TRIPS & EVENTS 10/7/22	275-60-726-53370-1607 \$	20.00
239038	11/23/2022	JWA URBAN CONSULTANTS INC	AS-NEEDED PROFESSIONAL SERVICES FOR OCT. 2022	100-40-440-51101-0000 \$	3,253.80
239038	11/23/2022	JWA URBAN CONSULTANTS INC	AS-NEEDED PROFESSIONAL SERVICES RELATED TO	100-40-440-51101-1407 \$	673.20
239038	11/23/2022	JWA URBAN CONSULTANTS INC	AS-NEEDED PROFESSIONAL SERVICES RELATED TO	235-40-440-51101-0000 \$	841.50
239039	11/23/2022	MARIA DE LOURDES MACIAS	REIMBURSEMENT--APRA SENIOR TRIPS&EVENTS 10/1-10/7	275-60-726-53370-1607 \$	40.00
239040	11/23/2022	MARIA ELIZABETH MARQUEZ MUNOZ	REIMBURSEMENT --APRA SENIOR TRIPS & EVENTS 10/1/22	275-60-734-53370-1607 \$	40.00
239041	11/23/2022	MARIA LUISA ROMO	REIMBURSEMENT --APRA SENIOR TRIPS & EVENTS 10/7/22	275-60-726-53370-1607 \$	40.00
239042	11/23/2022	MARIA VICTORIA TZEC	REIMBURSEMENT --APRA SENIOR TRIPS & EVENTS 10/7/22	275-60-726-53370-1607 \$	20.00
239043	11/23/2022	MARIANA MORENO	REIMBURSEMENT --APRA BASIC SUBSIDY WEEK#7-WEEK#10	275-60-734-53370-1607 \$	436.00
239044	11/23/2022	MARTHA REGINA ROA	REIMBURSEMENT --APRA SENIOR TRIPS & EVENTS 10/7/22	275-60-726-53370-1607 \$	20.00
239045	11/23/2022	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVICES 10/22-11/4/22 @SENIOR CTR	501-60-000-22328-0000 \$	773.85
239046	11/23/2022	ANA LUZ GARCIA	REFUND FOR SENIOR PROM REGISTRATION DUE TO MEDICAL	501-60-000-22327-0000 \$	20.00
239047	11/23/2022	ARROYO BACKGROUND INVESTIGATIONS, LLC	CITY LICENSE SECURITY CHECK B. WOLF & P. MANUKYAN	100-30-310-51100-1407 \$	1,500.00
239047	11/23/2022	ARROYO BACKGROUND INVESTIGATIONS, LLC	CITY LICENSE SECURITY CHECK M. KOLDEN	100-30-310-51100-1407 \$	750.00
239048	11/23/2022	AZUSA WHOLESALE PLUMBING SUPPLY, INC	PLUMBING SUPPLIES FOR BUILDING MAINTENANCE 11/4/22	252-60-620-53100-0000 \$	306.35
239048	11/23/2022	AZUSA WHOLESALE PLUMBING SUPPLY, INC	PLUMBING SUPPLIES FOR BUILDING MAINTENANCE 11/4/22	252-60-620-53100-0000 \$	73.44
239049	11/23/2022	BERNADETTE FLORES	REFUND OF \$150.00 RETNAL ON 10/15/2022	501-60-000-22333-0000 \$	150.00

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239050	11/23/2022	BLANCA REYNAGA	REFUND BASIC REGISTRATION WEEK # 1(8/18-8/19/2022)	100-60-000-42602-0000 \$	39.00
239051	11/23/2022	BRIGHT STAR 7, INC.	REFUND C & D 3739 HOLLY AVE	246-00-000-22540-0000 \$	456.00
239052	11/23/2022	BRIGHT WAY CONSTRUCTION, INC.	REFUND C&D 3827 PADDY LANE	246-00-000-22540-0000 \$	603.00
239053	11/23/2022	CARPENTER & ROTHANS	BALDWIN PARK GENERAL MATTERS BP FILE NO:BP.1000	403-10-160-54100-6220 \$	253.50
239053	11/23/2022	CARPENTER & ROTHANS	BALDWIN PARK GENERAL MATTERS BP FILE NO:BP.1000	403-10-160-54100-6221 \$	312.00
239054	11/23/2022	CHICAS GRAPHICS AND DESIGN	FULL COLOR BANNERS FOR THE ST MARKET	501-60-000-22328-1610 \$	2,356.44
239054	11/23/2022	CHICAS GRAPHICS AND DESIGN	SIGNS FOR FOOD DRIVE ON 9/19/2022-MORGAN PARK	275-50-713-53100-1608 \$	383.25
239055	11/23/2022	CINTAS FIRST AID & SAFETY	ZOLL PLUS AUTO AGREEMENT-4001Z-AGRMT	100-10-150-53100-1110 \$	448.95
239056	11/23/2022	DAN PENG	REFUND C&D 4610 LAURENS AVE.	246-00-000-22540-0000 \$	480.00
239057	11/23/2022	DATA TICKET, INC.	SOCIAL SECURITY NUMBER SEARCH SEPTEMBER 2022	100-40-460-51100-0000 \$	200.00
239058	11/23/2022	FEDEX OFFICE	FEDEX DELIVERY TO M. GRAY -IDIS ACCESS REQUEST	220-40-420-51101-1470 \$	32.98
239059	11/23/2022	FOOD 4 LESS	PURCHASE OF FOOD FOR FOOD GIVEAWAY ON 12/8/2022	275-60-713-53100-1607 \$	2,666.00
239060	11/23/2022	GABRIEL CONTAINER CO.	PUIRCHASE CARD BOARD BOXES FOR FOOD BASKET PROG	275-60-713-53100-1607 \$	470.25
239061	11/23/2022	GRAINGER, INC.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	34.72
239061	11/23/2022	GRAINGER, INC.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	27.34
239061	11/23/2022	GRAINGER, INC.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	7.39
239062	11/23/2022	HI BANH	REFUND C&D AT 3125 FRAZIER ST.	246-00-000-22540-0000 \$	803.00
239063	11/23/2022	JESICA SOTO	JUNGLE TIME FUN CALSSSES 11/1-12/6/ &11/5-12/17	501-60-000-22328-0000 \$	368.00
239064	11/23/2022	JESSE GEORGE	DRONE VISUALS OF CITY HALL	501-60-000-22328-0000 \$	199.80
239065	11/23/2022	JUDY PAEZ	REIM- DEPOSIT FOR RENTAL @ JULIA MCNEIL SENIOR CTR	501-60-000-22333-0000 \$	300.00
239066	11/23/2022	KEYSTONE UNIFORMS	UNIFORM FOR RAPP	100-30-340-53100-0000 \$	802.29
239067	11/23/2022	LIEBERT CASSIDY WHITMORE	POLICE INVESTIGATION-CLIENT/MATTER NO: BA020-00157	100-30-131-51102-6702 \$	985.00
239068	11/23/2022	LINDA VARGAS	REIMBURSEMENT FOR SUPPLIES FOR BASIC PROGRAM	100-60-650-53100-0000 \$	41.02
239069	11/23/2022	MARLON BARRY ANINAG	BPPD EXCESSIVE DETENTION INVESTIGATION AP#2021-089	403-30-131-51102-6701 \$	5,150.00
239069	11/23/2022	MARLON BARRY ANINAG	BALDWIN PARK POLICE INVESTIGATIONS 11/4/2021	403-30-131-51102-6701 \$	5,274.50
239070	11/23/2022	MOISES RENDON	REFUND C&D 13930 CLEARCREST DR.	246-00-000-22540-0000 \$	300.00
239071	11/23/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	EAP BILLING 7/1-09/30/2022	403-10-160-51101-0000 \$	663.96
239072	11/29/2022	EDWARD ESTRADA	REFUND FOR CREDIT CARD DOUBLE PAYMENT ON 9/30/2022	100-00-000-20006-0000 \$	817.12
239073	11/30/2022	HONG TAM	2023 CSMFO ANNUAL CONFERENCE EARLY BIRD REGISTRATI	100-20-210-53350-0000 \$	424.47
239074	12/01/2022	BANKCARD CENTER	TRANSPONDER FOR VEHICLES	100-30-310-51101-0000 \$	45.00
239074	12/01/2022	BANKCARD CENTER	CLEANING SUPPLIES FOR GUN PARTS	100-30-310-53100-0000 \$	34.68
239074	12/01/2022	BANKCARD CENTER	CLEANING SUPPLIES FOR GUN PARTS	100-30-310-53100-0000 \$	162.23
239074	12/01/2022	BANKCARD CENTER	TRNG FOR CSO ESPINOZA & CSO RUBIO	501-30-000-22410-0000 \$	1,380.28
239074	12/01/2022	BANKCARD CENTER	LODGING FOR ESPINOZA & RUBIO FOR CSO TRAINING	501-30-000-22410-0000 \$	788.70
239075	12/01/2022	FRANCHISE TAX BOARD	PAYROLL DEDUCTION CASE # 622606249	100-00-000-21225-0000 \$	373.51
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES - MISCELLANEOUS ITEMS	240-50-551-53100-1570 \$	(110.17)
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES - MISCELLANEOUS ITEMS	240-50-551-53100-1570 \$	110.21
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR LANDSCAPE	251-50-560-53100-0000 \$	76.34
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES - MISCELLANEOUS ITEMS	240-50-551-53100-1570 \$	30.16
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES - MISCELLANEOUS ITEMS	251-50-571-53100-0000 \$	(634.01)
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR GRAFFITI DIVISION	245-50-570-53100-1488 \$	577.60
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES - MISCELLANEOUS ITEMS	251-50-571-53100-0000 \$	378.16
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES - MISCELLANEOUS ITEMS	251-50-571-53100-0000 \$	28.71
239076	12/01/2022	HOME DEPOT	MATERIAL & SUPPLIES FOR LANDSCAPE	251-50-560-53100-0000 \$	642.03
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES - MISCELLANEOUS ITEMS	251-50-571-53100-0000 \$	107.27
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR GRAFFITI DIVISION	251-50-560-53100-0000 \$	32.91
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES - MISCELLANEOUS ITEMS	240-50-551-53100-1570 \$	(269.92)
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES - MISCELLANEOUS ITEMS	251-50-571-53100-0000 \$	48.51
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR GRAFFITI DIVISION	245-50-570-53100-1488 \$	604.44
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES - MISCELLANEOUS ITEMS	240-50-551-53100-1570 \$	78.71
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR GRAFFITI DIVISION	245-50-570-53100-1488 \$	142.12
239076	12/01/2022	HOME DEPOT	MATERIALS & SUPPLIES - MISCELLANEOUS ITEMS	240-50-551-53100-1570 \$	(129.22)
239078	12/01/2022	NEOGOV	SUBSCRIPTION FEE 4 NEOGOV & INSIGHT 12/7-12/06/23	100-10-150-51101-0000 \$	4,370.53
239078	12/01/2022	NEOGOV	SUBSCRIPTION FEE 4 NEOGOV & INSIGHT 12/7-12/06/23	100-30-310-53330-0000 \$	4,370.53
239079	12/01/2022	NICHOLS LUMBER & HARDWARE	MATERIALS & SUPPLIES - ITEMS FOR THE FLEET SHOP	402-50-590-53100-0000 \$	194.57
239079	12/01/2022	NICHOLS LUMBER & HARDWARE	MATERIALS & SUPPLIES - ITEMS FOR THE FLEET SHOP	402-50-590-53100-0000 \$	(4.82)
239079	12/01/2022	NICHOLS LUMBER & HARDWARE	MATERIALS & SUPPLIES - VARIOUS MISCELLANEOUS	240-50-551-53100-1570 \$	27.20
239079	12/01/2022	NICHOLS LUMBER & HARDWARE	MATERIALS & SUPPLIES - MISCELLANEOUS MATERIAL	254-50-571-53100-1551 \$	315.18
239079	12/01/2022	NICHOLS LUMBER & HARDWARE	MATERIALS & SUPPLIES - MISCELLANEOUS MATERIAL	254-50-571-53100-1551 \$	87.13
239079	12/01/2022	NICHOLS LUMBER & HARDWARE	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	1.98
239079	12/01/2022	NICHOLS LUMBER & HARDWARE	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	1.99
239079	12/01/2022	NICHOLS LUMBER & HARDWARE	MATERIALS & SUPPLIES - VARIOUS MISCELLANEOUS	240-50-551-53100-1570 \$	65.63
239080	12/01/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-0000 \$	87.59
239080	12/01/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-0000 \$	332.15
239080	12/01/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-0000 \$	224.99
239080	12/01/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-0000 \$	323.51
239080	12/01/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-0000 \$	176.50

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
239081	12/01/2022	PACIFIC PRODUCTS & SERVICES LLC	MATERIALS AND SUPPLIES FOR TRAFFIC SIGNS	254-50-550-53100-1562 \$	6,354.61
239082	12/01/2022	PATTON SALES CORP	MATERIAL & SUPPLIES - WELDING MATERIAL AND BLADES	251-50-560-53100-0000 \$	70.08
239083	12/01/2022	PREMIERE FUELING SERVICES INC	MAINTENANCE AND REPAIRS FOR PUMPS AND	402-50-590-53371-0000 \$	650.00
239083	12/01/2022	PREMIERE FUELING SERVICES INC	MAINTENANCE AND REPAIRS FOR PUMPS AND	402-50-590-53371-0000 \$	75.00
239083	12/01/2022	PREMIERE FUELING SERVICES INC	MAINTENANCE AND REPAIRS FOR PUMPS AND	402-50-591-53371-0000 \$	725.00
239084	12/01/2022	PRIME POWER EQUIPMENT INC	REPAIRS AND MAINTENANCE OF STREE LANDSCAPE	245-50-560-53371-1553 \$	28.00
239084	12/01/2022	PRIME POWER EQUIPMENT INC	REPAIRS AND MAINTENANCE OF STREE LANDSCAPE	245-50-560-53371-1553 \$	77.25
239084	12/01/2022	PRIME POWER EQUIPMENT INC	REPAIRS AND MAINTENANCE OF STREE LANDSCAPE	245-50-560-53371-1553 \$	89.12
239084	12/01/2022	PRIME POWER EQUIPMENT INC	REPAIRS AND MAINTENANCE OF STREE LANDSCAPE	245-50-560-53371-1553 \$	97.13
239084	12/01/2022	PRIME POWER EQUIPMENT INC	REPAIRS AND MAINTENANCE OF STREE LANDSCAPE	245-50-560-53371-1553 \$	59.60
239084	12/01/2022	PRIME POWER EQUIPMENT INC	REPAIRS AND MAINTENANCE OF STREE LANDSCAPE	245-50-560-53371-1553 \$	270.45
239085	12/01/2022	RED WING BRANDS OF AMERICA INC	BOOT ALLOWANCE FOR SEIU H.BRAVO	254-50-571-53100-1551 \$	(141.25)
239085	12/01/2022	RED WING BRANDS OF AMERICA INC	BOOT ALLOWANCE FOR SEIU H.BRAVO	254-50-571-53100-1551 \$	141.25
239085	12/01/2022	RED WING BRANDS OF AMERICA INC	BOOT ALLOWANCE FOR SEIU F.RUBIO	254-50-571-53100-1551 \$	300.00
239085	12/01/2022	RED WING BRANDS OF AMERICA INC	BOOT ALLOWANCE FOR SEIU M.REYES	254-50-571-53100-1551 \$	(150.00)
239086	12/01/2022	RUDOLFO CARDENAS	ENTERTAINMENT FOR SR BIRTHDAY CELEBRATIONS	275-60-726-51101-1607 \$	200.00
239087	12/01/2022	SANDRA LOPEZ	RFND C&D PROGRAM 12820 FAIRGROVE AVE	246-00-000-22540-0000 \$	318.00
239088	12/01/2022	STAPLES BUSINESS CREDIT	MATERIALS & SUPPLIES FOR THE COMMUNITY CENTER	100-60-610-53100-0000 \$	31.20
239088	12/01/2022	STAPLES BUSINESS CREDIT	MATERIALS & SUPPLIES FOR THE COMMUNITY CENTER	100-60-610-53100-0000 \$	423.32
239088	12/01/2022	STAPLES BUSINESS CREDIT	MATERIALS & SUPPLIES FOR THE COMMUNITY CENTER	100-60-610-53100-0000 \$	142.33
239088	12/01/2022	STAPLES BUSINESS CREDIT	MATERIALS & SUPPLIES FOR THE COMMUNITY CENTER	100-60-610-53100-0000 \$	17.51
239088	12/01/2022	STAPLES BUSINESS CREDIT	MATERIALS & SUPPLIES FOR THE COMMUNITY CENTER	100-60-610-53100-0000 \$	39.23
239089	12/01/2022	THE DRALA PROJECT INC	DESKTOP COMPUTER SET-UPS FOR PUBLIC WORKS DEPT	244-50-510-53100-0000 \$	2,430.42
239090	12/01/2022	THE GAS COMPANY	NATURAL GAS VEHICLE FUEL - CITY YARD	402-50-590-53110-1614 \$	13.00
239090	12/01/2022	THE GAS COMPANY	NATURAL GAS VEHICLE FUEL FOR CNG STATION @ 14747	402-50-590-53110-1614 \$	13.48
239091	12/01/2022	THE HAPPY KEY	IGNITION LOCK - REPLACED FOR UNIT # 5099	402-50-590-53100-0000 \$	150.00
239092	12/01/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	EAP BILLING 10/01-12/31/2022	403-10-160-51101-0000 \$	669.24
239093	12/01/2022	UNION STATION HOMELESS SERVICES	PROVIDE HOMELESS SERV AT ACCESS POINTS FOR MAY 22	259-60-610-51101-1606 \$	20,066.45
239093	12/01/2022	UNION STATION HOMELESS SERVICES	PROVIDE HOMELESS SERVICES AT ACCESS POINTS	259-60-610-51101-1606 \$	11,233.31
239093	12/01/2022	UNION STATION HOMELESS SERVICES	PROVIDE HOMELESS SERVICES AT ACCESS POINTS	259-60-610-51101-1606 \$	25,067.25
239093	12/01/2022	UNION STATION HOMELESS SERVICES	PROVIDE HOMELESS SERVICES AT ACCESS POINTS	259-60-610-51101-1606 \$	11,092.82
239094	12/01/2022	UNITED ROTARY BRUSH CORP	PARTS FOR CITY STREET SWEEPER	246-50-552-53100-1500 \$	869.00
239095	12/01/2022	USA ALARM SYSTEMS, INC.	FIRE ALARM SYS MONITORING SERVICES @ CT FACILITIES	100-60-620-58140-0000 \$	973.34
239095	12/01/2022	USA ALARM SYSTEMS, INC.	FIRE ALARM SYS MONITORING SERVICES @ CT FACILITIES	100-60-620-58140-1510 \$	245.00
239095	12/01/2022	USA ALARM SYSTEMS, INC.	FIRE ALARM SYS MONITORING SERVICES @ CT FACILITIES	252-60-620-58140-0000 \$	973.33
239096	12/01/2022	VALLEY COUNTY WATER DIST	WATER COST	251-50-560-53402-0000 \$	1,049.01
239097	12/01/2022	VERIZON WIRELESS	SERVICE FOR CELL PHONES AND TABLETS	251-50-562-53403-0000 \$	468.74
239097	12/01/2022	VERIZON WIRELESS	SERV FOR CELL PHONES & TABLETS 9/22-10/21/22	254-50-570-53403-1488 \$	556.77
239098	12/01/2022	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS AND SUPPLIES FOR TRAFFIC DIVISION	254-50-550-53100-1570 \$	1,608.92
239098	12/01/2022	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	362.33
239098	12/01/2022	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	64.57
239098	12/01/2022	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	94.97
239098	12/01/2022	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	68.48
239098	12/01/2022	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	48.51
239098	12/01/2022	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	404.88
239099	12/01/2022	WASTE MANAGEMENT COLLECTION AND RECYCLING, INC	CNG FUEL FOR CITY VEHICLES	402-50-590-53110-1614 \$	2,125.56
239099	12/01/2022	WASTE MANAGEMENT COLLECTION AND RECYCLING, INC	CNG FUEL FOR POLICE VEHICLES	402-50-591-53110-1614 \$	1,810.13
239099	12/01/2022	WASTE MANAGEMENT COLLECTION AND RECYCLING, INC	CNG FUEL FOR POLICE VEHICLES FOR SEPT 2022	402-50-591-53110-1614 \$	315.43
239100	12/01/2022	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-0000 \$	1,781.30
239100	12/01/2022	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	432.54
239100	12/01/2022	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	1,284.37
239100	12/01/2022	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-0000 \$	64.39
239101	12/01/2022	WESSEL PROPANE INC	PURCHASE OF LIQUID PROPANE FOR CT TANKS	240-50-551-53100-1570 \$	94.33
239102	12/01/2022	WYREDREAMS, INC.	(4) 85" SAMSUNG Q80A OLED 4K SMART TV'S 2021.	275-60-765-58110-5600 \$	36,952.39
239103	12/01/2022	Y-TIRE SALES	TIRES FOR CITY VEHICLES	402-50-590-53100-0000 \$	1,845.92
239104	12/01/2022	YWCA SAN GABRIEL VALLEY	CHAMPIONS OF CHANGE AWARDS LUNCHEON TICKET.	501-60-000-22327-0000 \$	75.00
239105	12/01/2022	ALI REZA ZAKERI	REUND C&D 12839 VIA VAN CLEAVE	246-00-000-22540-0000 \$	637.00
239106	12/01/2022	APEC CCTV CO., INC.	INSTALLED DVR & DOME CAMERA AT SENIOR CTR 11/18/22	100-60-620-53371-0000 \$	974.53
239106	12/01/2022	APEC CCTV CO., INC.	INSTALLED DVR & DOME CAMERA AT SENIOR CTR 11/18/22	252-60-620-53371-0000 \$	974.53
239107	12/01/2022	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE FOR BUILDING MAINTENANCE OCT.2022	100-60-620-53100-0000 \$	27.72
239107	12/01/2022	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE FOR BUILDING MAINTENANCE OCT.2022	100-60-620-53100-0000 \$	27.72
239107	12/01/2022	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE FOR BUILDING MAINTENANCE OCT.2022	252-60-620-53100-0000 \$	27.72
239107	12/01/2022	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE FOR BUILDING MAINTENANCE OCT.2022	252-60-620-53100-0000 \$	27.72
239108	12/01/2022	ARMEX PROPERTY MANAGEMENT LLC.	REFUND C&D 4847 GAYHURST AVE.	246-00-000-22540-0000 \$	9,862.00
239108	12/01/2022	ARMEX PROPERTY MANAGEMENT LLC.	REFUND C&D 4845 GAYHURST AVE	246-00-000-22540-0000 \$	10,191.00
239109	12/01/2022	AT&T	PHONE AND WIRELESS SERVICES FOR NOV. 2022	100-30-310-53403-0000 \$	51.88
239110	12/01/2022	BEATRIZ LOMELI	PARENT CONFERENCE SESSION 3 FOR BOOTCAMP027	220-30-340-53360-1488 \$	295.00

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239111	12/01/2022	BEST BEST & KRIEGER LLP	E.PARRA --JULY. 2022 SERVICES	100-30-131-51102-6701 \$	1,482.00
239111	12/01/2022	BEST BEST & KRIEGER LLP	BALLOT MEASURES-JULY 2022 SERVICES	100-10-131-51102-1143 \$	1,825.00
239112	12/01/2022	BJ PARTY SUPPLIES LLC	RENTAL STAGE/STAIRS/STAGE SKIRT FOR HOLIDAY PARADE	100-60-610-51101-1614 \$	1,580.00
239113	12/01/2022	BLANCA MAHE	SR TRIPS & EVENTS REIMBURSEMENT PROGRAM	275-60-726-53370-1607 \$	20.00
239114	12/01/2022	BOB BARKER COMPANY, INC	SUPPLIES FOR INMATES	501-30-000-22407-0000 \$	101.17
239114	12/01/2022	BOB BARKER COMPANY, INC	SUPPLIES FOR INMATES	501-30-000-22407-0000 \$	775.76
239115	12/01/2022	BRAVO SIGN & DESIGN	REPAIR ENTRY MONUMENT ON PACIFIC AVE MEDIAN	403-10-160-54100-0000 \$	16,500.00
239116	12/01/2022	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	STORAGE TANK MAINTENANCE FOR 1/1/2021-12/31/2021	402-50-590-51100-0000 \$	575.00
239117	12/01/2022	CARLOS LOPEZ	REFUND C&D 13409 GARVEY AVE.	246-00-000-22540-0000 \$	300.00
239118	12/01/2022	CHICAS GRAPHICS AND DESIGN	BOXING RING CORNER CUSHION & BANNER FOR BASIC PROG	100-60-610-53100-0000 \$	219.00
239118	12/01/2022	CHICAS GRAPHICS AND DESIGN	BOXING RING CORNER CUSHION & BANNER FOR BASIC PROG	100-60-650-53100-0000 \$	197.10
239119	12/01/2022	CLEAR	MEMBERSHIP APPLICATION FOR CLEAR-JOAN GASCA	100-30-340-53330-0000 \$	50.00
239120	12/01/2022	CONCENTRA HEALTH SERVICES, INC	PHYSICAL EXAM FOR ANDREW G. ANA H. BIBIANA Z.	100-10-150-51101-0000 \$	330.00
239121	12/01/2022	CORDOBA CORPORATION	PROVIDE CONTINUING EFFORTS FOR COMMUNITY	450-40-470-51101-0000 \$	926.25
239122	12/01/2022	CORODATA RECORDS MANAGEMENT, INC.	STORAGE OF FILES FOR 5/1/2022-5/31/2022	100-10-120-51101-0000 \$	50.87
239122	12/01/2022	CORODATA RECORDS MANAGEMENT, INC.	STORAGE OF FILES FOR 6/1/2022-6/30/2022	100-10-120-51101-0000 \$	50.87
239122	12/01/2022	CORODATA RECORDS MANAGEMENT, INC.	STORAGE OF FILES FOR 10/1/2022-10/31/2022	100-10-120-51101-0000 \$	50.87
239123	12/01/2022	COVINA NICE CLEANERS	CLEANING SERVICES FOR JAIL FOR THE WEEK OF 9/23/22	100-30-320-53371-0000 \$	110.00
239123	12/01/2022	COVINA NICE CLEANERS	CLEANING SERVICES FOR JAIL FOR THE WEEK OF 9/30/22	100-30-320-53371-0000 \$	110.00
239123	12/01/2022	COVINA NICE CLEANERS	CLEANING SERVICES FOR JAIL FOR THE WEEK OF 10/3/22	100-30-320-53371-0000 \$	110.00
239123	12/01/2022	COVINA NICE CLEANERS	CLEANING SERVICES FOR JAIL FOR THE WEEK OF 10/7/22	100-30-320-53371-0000 \$	110.00
239123	12/01/2022	COVINA NICE CLEANERS	CLEANING SERVICES FOR JAIL FOR THE WEEK OF 10/15/22	100-30-320-53371-0000 \$	110.00
239123	12/01/2022	COVINA NICE CLEANERS	CLEANING SERVICES FOR JAIL FOR THE WEEK OF 11/2/22	100-30-320-53371-0000 \$	110.00
239123	12/01/2022	COVINA NICE CLEANERS	CLEANING SERVICES FOR JAIL FOR THE WEEK OF 11/5/22	100-30-320-53371-0000 \$	110.00
239124	12/01/2022	CYNTHIA ESPINOZA	DV VICTIM RELOCATIONS BEST WESTERN 11/17-11/19/22	501-30-000-21415-1751 \$	346.48
239125	12/01/2022	DIAZ BAKER Y	SWEET BREAD FOR TREE LIGHTING EVENT ON 12/1/2022	100-60-610-53100-1610 \$	228.00
239126	12/01/2022	FOOD 4 LESS	FOOD/PRODUCE FOR FREE SENIOR MEALS PROGRAM MONTH#6	275-60-713-53100-1607 \$	12,631.50
239127	12/01/2022	FRONTIER COMMUNICATIONS	PHONE & WIRELESS SERVICE FOR 11/19/2022-12/1/2022	501-50-000-22000-5500 \$	100.99
239128	12/01/2022	GRAND PRINTING	VEHICLE CHECK / PARKING WARNING	100-30-310-53100-0000 \$	89.18
239128	12/01/2022	GRAND PRINTING	VEHICLE CHECK / PARKING WARNING	100-30-350-53100-0000 \$	500.00
239129	12/01/2022	HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.	HUMAN RESOURCES CONSULTING FOR 9/26/22-12/31/22	100-10-150-51100-0000 \$	7,500.00
239129	12/01/2022	HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.	HUMAN RESOURCES CONSULTING FOR 9/26/22-12/31/22	100-10-150-51100-1570 \$	150.00
239129	12/01/2022	HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.	HUMAN RESOURCES CONSULTING FOR 9/26/22-12/31/22	403-10-150-51100-0000 \$	7,200.00
239130	12/01/2022	IMSA HEADQUARTERS	2023 MEMBERSHIP DUES RENEWAL FOR ANTHONY VAZQUEZ	240-50-550-53330-1570 \$	100.00
239131	12/01/2022	JAMES R STONE	BOXING RING CORNER CUSHION AND FULL COLOR BANNER	100-60-620-53371-0000 \$	692.84
239131	12/01/2022	JAMES R STONE	BOXING RING CORNER CUSHION AND FULL COLOR BANNER	252-60-620-53371-0000 \$	373.62
239131	12/01/2022	JAMES R STONE	LOCK CHANGES & KEY COPIES ON 11/17/2022	252-60-620-53371-0000 \$	319.23
239132	12/01/2022	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS@HILDA SOLIS PARK /CITY HALL11/21	252-60-620-53371-0000 \$	150.00
239132	12/01/2022	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS@HILDA SOLIS PARK /CITY HALL11/21	100-60-620-53371-0000 \$	773.06
239133	12/01/2022	JOHNNY UROUIZA	ROOF REPAIRS AT COMMUNITY CENTER GYMNASIUM 11/16	252-60-620-53371-0000 \$	4,800.00
239134	12/01/2022	KNIGHT COMMUNICATIONS	INFORMATION SERVICES FOR PD FOR 7/1/2022-7/31/2022	100-30-310-51100-0000 \$	8,000.00
239134	12/01/2022	KNIGHT COMMUNICATIONS	INFORMATION SERVICES FOR PD FOR 8/1/2022-8/31/2022	100-30-310-51100-0000 \$	8,000.00
239134	12/01/2022	KNIGHT COMMUNICATIONS	INFORMATION SERVICES SUPPORT FOR POLICE DEPT	100-30-310-51100-0000 \$	8,000.00
239134	12/01/2022	KNIGHT COMMUNICATIONS	INFORMATION SERVICES FOR PD 10/1/2022-10/31/2022	100-30-310-51100-0000 \$	8,000.00
239135	12/01/2022	LETITIA BELLANTUONI	REMAINING BALANCE FOR PARDE AND SANTA LUNCHEON	100-60-610-53100-1615 \$	550.00
239135	12/01/2022	LETITIA BELLANTUONI	REMAINING BALANCE FOR HOLIDAY TREE LIGHTING EVENT	100-60-610-51101-1610 \$	400.00
239136	12/01/2022	LORENZO R SALLAS	SOUND/AUDIO FOR TREE LIGHTING CEREMONY ON 12/1/22	100-60-610-53100-1610 \$	875.00
239137	12/01/2022	MANUEL CARRILLO, JR	REIMBURSEMENT FOR SUPPLIES FOR SENIOR CENTER	100-60-610-51101-1614 \$	1,226.66
239137	12/01/2022	MANUEL CARRILLO, JR	REIMBURSEMENT FOR SUPPLIES FOR SENIOR CENTER	100-60-630-53100-0000 \$	175.19
239138	12/01/2022	MARIA MORENO	REIMBURSEMENT FOR SUPPLIES FOR SUSAN RUBIO PARK	270-50-520-53100-5502 \$	183.57
239139	12/01/2022	MARIACHI LOS GALLITOS	FOR MUSIC ENTERTAINMENT FOR HOLIDAY DANCE 12/12/22	275-60-726-51101-1607 \$	650.00
239140	12/01/2022	MARIPOSA LANDSCAPES INC.	LOCATED TWO VALVES AT LA PUENTE UNDER PASS	251-50-562-51101-0000 \$	300.00
239140	12/01/2022	MARIPOSA LANDSCAPES INC.	REPAIRED A BROKEN MAIN LINE ON 9/12/2022	251-50-562-51101-0000 \$	312.00
239141	12/01/2022	MERRIMAC ENERGY GROUP	CLEAR CARB DIESEL FUEL. 2.387 GALLONS	402-50-590-53110-1614 \$	5,162.75
239141	12/01/2022	MERRIMAC ENERGY GROUP	CLEAR CARB DIESEL FUEL. 2.387 GALLONS	402-50-591-53110-1614 \$	7,744.12
239142	12/01/2022	THE KAUFMAN LAW FIRM	POLICE INVESTIGATION FOR MAY, 2021-JUNE, 2021	100-30-131-51102-6702 \$	31,633.50
DFT0006155	11/29/2022	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-0000 \$	12.00
DFT0006156	11/29/2022	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-0000 \$	80.00
DFT0006157	11/29/2022	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-0000 \$	121.50

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
DFT0006160	11/29/2022	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-0000 \$	118.80
DFT0006161	11/29/2022	PERS-RETIREMENT	PERS MISC CITY PAID - PEPRA	100-00-000-21256-0000 \$	213.84
DFT0006171	11/23/2022	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-0000 \$	176.70
DFT0006172	11/23/2022	PERS-RETIREMENT	PERS REDEPOSIT	100-00-000-21206-0000 \$	21.78
DFT0006173	11/23/2022	PERS-RETIREMENT	PERS SWORN- 344	100-00-000-21206-0000 \$	15,176.63
DFT0006174	11/23/2022	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-0000 \$	15,811.34
DFT0006175	11/23/2022	PERS-RETIREMENT	PERS SWORN 351	100-00-000-21206-0000 \$	11,654.84
DFT0006176	11/23/2022	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-0000 \$	7,076.78
DFT0006197	11/23/2022	PERS-RETIREMENT	PERS SWORN CITY PAID - PEPRA	100-00-000-21256-0000 \$	14,919.76
DFT0006198	11/23/2022	PERS-RETIREMENT	PERS SWORN ER REG PAY	100-00-000-21256-0000 \$	31,294.66
DFT0006199	11/23/2022	PERS-RETIREMENT	PT PERS MISC CITY PAID	100-00-000-21256-0000 \$	1,133.90
DFT0006200	11/23/2022	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-0000 \$	22,346.00
DFT0006201	11/23/2022	PERS-RETIREMENT	PERS MISC CITY PAID - PEPRA	100-00-000-21256-0000 \$	12,455.07
DFT0006232	11/17/2022	MASSMUTUAL	EMPOWER	100-00-000-21213-0000 \$	10,955.00
DFT0006233	11/17/2022	MASSMUTUAL	EMPOWER RETIREMENT	100-00-000-21213-0000 \$	2,084.00
DFT0006234	11/17/2022	MASSMUTUAL	EMPOWER	100-00-000-21232-0000 \$	1,300.00
DFT0006235	11/17/2022	MASSMUTUAL	EMPOWER	100-00-000-21232-0000 \$	127.53
DFT0006236	11/17/2022	AMERICAN FIDELITY ASSURANCE COMPANY	FSA - AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-0000 \$	999.95
DFT0006254	11/17/2022	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-0000 \$	3,661.81
DFT0006255	11/17/2022	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-0000 \$	617.08
DFT0006256	11/17/2022	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-0000 \$	118.10
DFT0006257	11/17/2022	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-0000 \$	217.83
DFT0006258	11/17/2022	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-0000 \$	30.51
DFT0006259	11/17/2022	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-0000 \$	51.54
DFT0006260	11/17/2022	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-0000 \$	3,192.86
DFT0006261	11/17/2022	MASSMUTUAL	MASS MUTUAL CITY PAID	100-00-000-21257-0000 \$	2,400.00
DFT0006262	11/17/2022	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-0000 \$	857.18
DFT0006273	11/17/2022	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-0000 \$	95,004.46
DFT0006274	11/17/2022	INTERNAL REVENUE SERVICE	SOCIAL SECURITY PAYMENT	100-00-000-21200-0000 \$	7,635.52
DFT0006275	11/17/2022	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-0000 \$	23,381.92
DFT0006276	11/17/2022	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-0000 \$	37,561.60
DFT0006282	11/17/2022	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-0000 \$	(8,225.43)
DFT0006283	11/17/2022	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-0000 \$	(795.32)
DFT0006284	11/17/2022	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-0000 \$	(2,900.57)
DFT0006290	11/17/2022	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-0000 \$	1,071.34
DFT0006291	11/17/2022	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-0000 \$	200.32
DFT0006292	11/17/2022	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-0000 \$	479.37
DFT0006293	11/17/2022	VIVIAN F. RAUER	REFUND \$ TO V. RAUER	501-30-000-22403-0000 \$	19,500.00
DFT0006297	11/23/2022	S.E.I.U. LOCAL 721	NOVEMBER 2022 DUES PP# 22-23	100-00-000-21220-0000 \$	1,355.54
DFT0006297	11/23/2022	S.E.I.U. LOCAL 721	NOVEMBER 2022 DUES PP# 22-23	100-00-000-21220-0000 \$	100.00
DFT0006297	11/23/2022	S.E.I.U. LOCAL 721	NOVEMBER 2022 DUES PP# 22-23	100-00-000-21220-0000 \$	3.00
DFT0006298	11/30/2022	MASSMUTUAL	EMPOWER	100-00-000-21213-0000 \$	9,775.00
DFT0006304	11/30/2022	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-0000 \$	5,250.00
DFT0006307	11/30/2022	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-0000 \$	421.94
DFT0006308	11/30/2022	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-0000 \$	524.70
DFT0006309	11/30/2022	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-0000 \$	136.90
DFT0006310	12/01/2022	MASSMUTUAL	EMPOWER	100-00-000-21213-0000 \$	13,185.00
DFT0006311	12/01/2022	MASSMUTUAL	EMPOWER RETIREMENT	100-00-000-21213-0000 \$	2,065.14
DFT0006312	12/01/2022	MASSMUTUAL	EMPOWER	100-00-000-21232-0000 \$	1,300.00
DFT0006313	12/01/2022	MASSMUTUAL	EMPOWER	100-00-000-21232-0000 \$	125.44
DFT0006314	12/01/2022	AMERICAN FIDELITY ASSURANCE COMPANY	FSA - AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-0000 \$	999.95
DFT0006332	12/01/2022	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-0000 \$	3,661.81
DFT0006333	12/01/2022	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-0000 \$	617.08
DFT0006334	12/01/2022	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-0000 \$	118.10
DFT0006335	12/01/2022	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-0000 \$	217.83
DFT0006336	12/01/2022	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-0000 \$	30.51
DFT0006337	12/01/2022	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-0000 \$	51.54
DFT0006338	12/01/2022	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-0000 \$	3,492.86
DFT0006339	12/01/2022	MASSMUTUAL	MASS MUTUAL CITY PAID	100-00-000-21257-0000 \$	2,325.00
DFT0006340	12/01/2022	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-0000 \$	857.18
DFT0006351	12/01/2022	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-0000 \$	79,637.61
DFT0006352	12/01/2022	INTERNAL REVENUE SERVICE	SOCIAL SECURITY PAYMENT	100-00-000-21200-0000 \$	6,512.36
DFT0006353	12/01/2022	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-0000 \$	21,589.51
DFT0006354	12/01/2022	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-0000 \$	32,389.58

Grand Total: \$ 1,689,486.77

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Rose Tam, Director of Finance

DATE: December 21, 2022

SUBJECT: Treasurer's Report – October 2022

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

None

BACKGROUND

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

LEGAL REVIEW

Not Applicable

ATTACHMENTS

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
10/31/2022

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	1.772%	Varies	Varies	\$ 40,058,401.48	\$ 40,058,401.48	\$ 40,058,401.48	\$ 40,058,401.48
Housing Authority	1.772%	Varies	Varies	14,209.07	14,209.07	14,209.07	14,209.07
				<u>40,072,610.55</u>	<u>40,072,610.55</u>	<u>40,072,610.55</u>	<u>40,072,610.55</u>
<u>Federal Farm CR BKS Bond</u>	4.125%	9/26/2022	10/17/2023	3,000,000.00	3,000,000.00	3,000,000.00	2,980,890.00
Mutual Securities				<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>2,980,890.00</u>
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,752,606.05	6,752,606.05	6,752,606.05	6,752,606.05
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	2,671.48	2,671.48	2,671.48	2,671.48
				<u>6,755,277.53</u>	<u>6,755,277.53</u>	<u>6,755,277.53</u>	<u>6,755,277.53</u>
				<u>\$ 49,827,888.08</u>	<u>\$ 49,827,888.08</u>	<u>\$ 49,827,888.08</u>	<u>\$ 49,808,778.08</u>
Total Investments						\$ 49,827,888.08	
<u>Cash with Bank of the West</u>							
City Checking (General)						8,000,012.28	
Money Market Plus						7,001,769.93	
City Miscellaneous Cash (W/C, P/R)						659,904.72	
Successor Agency						333,203.12	
Housing Authority						<u>830,142.99</u>	
Total Cash with Bank of the West						16,825,033.04	
Investment Brokerage Capital Reserves (Dividend Option Cash)						258,959.79	
Total Cash and Investments						<u>\$ 66,911,880.91</u>	

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

* There was no investment maturity/purchase transactions made for the month of October 2022 and several deposits/withdrawals were made through the Local Agency Investment Fund.

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

Approved by:

Rose Tam
Director of Finance

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Enrique C. Zaldivar, City Manager
DATE: December 21, 2022
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

It is recommended that the City Council reject the following claims and direct staff to send the appropriate notice of rejection to claimant(s): The Claimant, Palp, In. dba Excel Paving Company and on behalf of it subcontractor California Professional Engineering, Inc., alleges breach of contract. This government claim, 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.

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.

LEGAL REVIEW

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

ATTACHMENTS

None

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Enrique C. Zaldivar, City Manager
Marco A. Martinez, City Attorney
Rosa Caballero, Executive Secretary

DATE: December 21, 2022

SUBJECT: Codification and Implementation of Ballot Measures
Approved by Voters at the November 8, 2022, General
Election- Measures BP, CB, CN, RM, TL

SUMMARY

Five different ballot measures were presented to, and approved by the city voters at the November 8, 2022, General Election. Measures BP, CN, RM, and TL were placed on the ballot by legislative action of the City Council. Measure CB was placed on the ballot by voter initiative. The City Council certified the election results at its meeting of December 5, 2022. This report delineates the codification and some of the steps to be followed for their implementation.

RECOMMENDATION

It is recommended that the City Council receive and file this report in as much as it is presented for information purposes only.

FISCAL IMPACT

There is no fiscal impact associated with this report.

BACKGROUND

Voters in the City of Baldwin Park approved the five (5) ballot measures presented to them on the November 8, 2022, general election. The County Registrar of Voters transmitted the Certificate of Election specific to the City of Baldwin Park, on December 6, 2022. The City Council certified the results of the election at its Special Meeting on December 7, 2022. This report is intended to briefly represent the salient milestones and steps to be followed in the implementation of each of the measures.

DISCUSSION

As a matter of law, measures approved by the voters go into effect 10 days after the certification by the city council. This means that all five (5) ordinances will go into effect on December 18, 2022. Staff will assign an Ordinance number to each and will codify the language into the City of Baldwin Park Municipal Code in coordination with our publisher, American Legal Publishing Company. Our Municipal Code is digitally available in the City's website.

Following is a digest of time milestones contained in each of the ordinances proper, and the subsequent implementation procedures:

Measure BP- Transaction and Use Local (Sales) Tax

This Ordinance will add a 0.75% (3/4 of a cent) to the current applicable sales tax rate of 9.5% and increase it to 10.25%. As approved by the voters and spelled out in the ordinance, the revenue from the additional 0.75% sales tax is for local use only by the City of Baldwin Park, and not for the State, County, or any regional agency like Metro.

Under the State sales tax law, the operative collection date when the additional .75% sales tax will be added to retail sales in Baldwin Park is April 1, 2023, based on the following language contained in the Ordinance: "Section 4. Operative Date. "Operative Date" for the Transactions and Use Tax means the first day of the first calendar quarter commencing more than 110 days after the date this Ordinance is adopted, as set forth in Section 3 above". The Ordinance was deemed adopted when the Council certified the election results on December 7.

An agreement plus several forms will need to be submitted to the California Department of Tax and Fee Administration (CDTFA) by December 31, 2022, to start sales tax collection. CDTFA is the state agency that will collect the tax and remit the revenue to the city on a quarterly basis. The first remittance is expected in June 2023. In a separate staff report, various administrative resolutions, and agreements between the City and CDTFA are being presented to the City Council for approval.

As directed by the City Council and as promised to the voters, a Stakeholders Oversight Committee (SOC) will be established and tasked with the responsibility to make recommendations to the City Council on the priority and methodology for allocating the Measure BP Revenue (estimated at \$6 million per year), and the development of an investment strategy. A group of 7 members is envisioned at this point, but the Office of the CEO will present a plan and a draft ordinance to the City Council for the creation of the SOC.

During the educational and informational campaign in the months leading to the November 8 election, critical feedback from the residents and the Stakeholders Oversight Committee (SAC) points to the development of a sports complex as one of the top priorities, capitalizing on the opportunity for a partnership with the Baldwin Park Unified School District as they consider decommissioning school sites. A sports complex for all ages and genders. A sports complex that we can call our own and for our residents.

Measure CN- Campaign Contribution and Penalties

A campaign contribution limit of \$750 per person per election cycle is now in effect. Several other additional provisions contained in the ordinance also apply. The Administration office, the City Clerk, and the City Attorney will work with the State Fair Political Practices Commission to enforce the new Ordinance. Technically, Measure CN was a reaffirmation by the voters of an existing ordinance. Any future changes to the ordinance must be approved by the voters.

Measure RM- Elimination of the Office of Elective Mayor and Establishing a Rotating Mayor

Commencing in 2024, upon the end of the current elected term of the incumbent Mayor, the City Council will select a member of its body to be the mayor of the city, for a one-year term.

The office of the CEO, the City Clerk, and the City Attorney will present to the City Council options for implementing the selection of the rotating Mayor.

Measure TL- Term Limits for Members of the City Council

Commencing with members elected to office on the November 8, 2022, election, members of the city council will have a 12-year, or three 4-year term limit. The office of the directly elective mayor is technically included in the term limit ordinance, but with it being eliminated by virtue of the passage of Measure RM, it is no longer applicable. Terms limits do not apply to the elective offices of city clerk and city treasurer.

Measure CB- Baldwin Park Marijuana Retail Sales Regulation and Taxation Measure

This was a voter- initiated ballot measure placed on the election ballot by voter signature initiative. It allows for up to three retailers of cannabis in the city.

It has very aggressive timelines, the most immediate being that within 30 days of the date of effectiveness' of the Ordinance on December 18, 2022, the city shall publish a permit application and eligibility determination procedures for potential applicants.

City Staff along with the City Attorney and Special Counsel have met with representatives of the proponent (Catalyst and RD Baldwin Park) to have a common understanding of timeline and implementation expectations. It is anticipated that the city will enlist the assistance of a consultant to help with the expeditious reviews and development of the procedures. Such associated cost is recoverable thru the administration fee outlined in the Ordinance.

ALTERNATIVES

No alternatives are recommended.

LEGAL REVIEW

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

ATTACHMENTS

1. Measure BP Ordinance
2. Measure CN Ordinance
3. Measure RM Ordinance
4. Measure TL Ordinance
5. Cover Page & Measure CB Ordinance

ORDINANCE NO. 1475

AN ORDINANCE OF THE PEOPLE OF THE CITY OF BALDWIN PARK, CALIFORNIA, ADDING ARTICLE 8 TO CHAPTER 3 OF TITLE 3 OF THE BALDWIN PARK MUNICIPAL CODE TO ENACT A THREE-QUARTERS PERCENT (3/4%) GENERAL TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, pursuant to California Revenue and Taxation Code Section 7285.9 the City of Baldwin Park ("City") is authorized to levy a Transactions and Use Tax for general purposes, subject to majority voter approval; and

WHEREAS, the People of the City desire to levy a Transactions and Use Tax for general purposes until repealed to fund important general City services, at a rate of three-quarters percent (3/4%); and

WHEREAS, if approved by the City Council and Baldwin Park voters, the Transactions and Use Tax ordinance will be incorporated into Article 8 of Chapter 3 of Title 3 of the Baldwin Park Municipal Code.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF BALDWIN PARK DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Title and Text. This Ordinance shall be known as the Baldwin Park Transactions and Use Tax Ordinance, the full text of which is set forth in Attachment "1", attached hereto and incorporated herein by reference.

Section 2. Approval by the City Council. Pursuant to California Government Code Section 53724 and Revenue and Taxation Code Section 7285.9, this Ordinance was duly approved for placement on the ballot by a minimum majority of all members of the City Council on July 20, 2022

Section 3. Approval by the Voters. Pursuant to California Elections Code Section 9217, this Ordinance shall be deemed adopted and take effect only if approved by a majority of the eligible voters of the City of Baldwin Park voting at the General Municipal Election of November 8, 2022. It shall be deemed adopted when the City Council has certified the results of that election by resolution and shall take effect ten (10) days thereafter.

Section 4. Operative Date. "Operative Date" for the Transactions and Use Tax means the first day of the first calendar quarter commencing more than 110 days after the date this Ordinance is adopted, as set forth in Section 3 above.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

I hereby certify that the Baldwin Park Transactions and Use Tax Ordinance was **PASSED, APPROVED, AND ADOPTED** by the People of the City of Baldwin Park on the 8th day of November, 2022.

CITY OF BALDWIN PARK

Emmanuel J. Estrada, Mayor

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK

} ss.

Christopher Saenz, City Clerk

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney

Attachment 1

Chapter 35: Taxation Transactions and Use Tax

Sections:

- 35.130 - Purpose.**
- 35.131 - Contract With State.**
- 35.132 - Transactions Tax Rate.**
- 35.133 - Place of Sale.**
- 35.134 - Use Tax Rate.**
- 35.135 - Adoption of Provisions of State Law.**
- 35.136 - Limitations on Adoption of State Law and Collection of Use Taxes.**
- 35.137 - Permit Not Required.**
- 35.138 - Exemptions and Exclusions.**
- 35.139 - Amendments.**
- 35.140 - Enjoining Collection Forbidden.**
- 35.141 – Duration of Tax**

Sections:

35.130 - Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
- B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
- D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of

Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

35.131 - Contract With State.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

35.132 - Transactions Tax Rate.

In addition to the tax set forth in Article 2 of this Chapter, for the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of three-quarters percent ($\frac{3}{4}\%$) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

35.133 - Place of Sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

35.134 - Use Tax Rate.

In addition to the tax set forth in Article 2 of this Chapter, an excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of three-quarters percent ($\frac{3}{4}\%$) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

35.135 - Adoption of Provisions of State Law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the

provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

35.136 - Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:
 - 1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;
 - 2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.
 - 3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
 - 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.
 - 1. "A retailer engaged in business in this City" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

35-137 - Permit not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

35-138 - Exemptions and Exclusions.

- A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
 - 1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
 - 2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:
 - a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and
 - b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
 - 3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
 - 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this subsection, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
 3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.
 5. For the purposes of subparagraphs (3) and (4) of this subsection, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
 6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
 7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the

Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

- D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

35-139 - Amendments.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

The City Council, by majority vote of the full Council, may lower the rate of the retail transactions and use tax adopted by this Chapter to 0%.

35-140 - Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

35-141 – Duration of Tax.

The tax imposed by this Article shall continue until this ordinance is repealed.

ORDINANCE NO. 1468

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, ESTABLISHING CAMPAIGN CONTRIBUTION LIMITS AND PENALTIES

WHEREAS, the City of Baldwin Park ("City") does not currently have campaign contribution limits or regulations; and

WHEREAS, Assembly Bill No. 571 ("AB 571") imposes a default campaign contribution limit upon cities and counties without campaign contribution limits; and

WHEREAS, the default contribution limit amount is set at the same amount as the limit for State elected officials, subject to adjustment by the Fair Political Practices Commission ("FPPC") pursuant to Government Code Section 85301 and 83124; and

WHEREAS, Government Code Section 85702.5 permits the City to establish its own campaign contribution limits that are different from what is established by Government Code Sections 85301 and 83124 by resolution or ordinance; and

WHEREAS, the FPPC has currently imposed a campaign contribution limit for State elected officials of \$4,900 per election; and

WHEREAS, based upon the forgoing, the City Council desires to establish a campaign contribution limit which recognizes the unique aspects of the City; and

WHEREAS, it is the purpose and the intent of the City Council in enacting this Ordinance to establish an orderly political forum in which individuals and groups may express themselves effectively; to place realistic and enforceable limits on the amounts of money that may be contributed to political campaigns for City offices; and to provide for the full and fair enforcement of all the provisions of this Ordinance;

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

SECTION 40.01. Campaign Finance Reform. Chapter 40 of the Baldwin Park Municipal Code shall be interpreted in a manner which is consistent with the Political Reform Act of 1974 and the amendments pursuant thereto. Specifically, California Government Code section 85702.5 adopted pursuant to A.B. No. 571 effective January 1, 2020 and thereafter operative on January 1, 2021.

SECTION 40.02. Definitions.

The following words or phrases as used in this Ordinance shall have the following meanings:

Except as herein provided, the definitions set forth in the Political Reform Act of 1974 (Government Code Section 81001 et seq.) shall govern the interpretation of this act.

- (a) As used in this Ordinance, "person" shall carry the same meaning as Government Code Section 82047. Government Code Section 82047 defines "person" as "an individual,

proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert.”

- (b) "Candidate" or "Office Holder" means anyone who is qualified to be listed on a ballot or is listed on a ballot or is qualified to have write-in votes cast on their behalf counted by elections officials for nomination or election to any elective office in the City of Baldwin Park, including anyone who receives a contribution, makes an expenditure, or gives their consent for another person to receive a contribution or make an expenditure, to bring about the person's nomination or election to an elective office in the City of Baldwin Park. "Candidate" does not include any person seeking nomination or election for elective office outside of the offices of the City of Baldwin Park listed in section "(h)" below.
- (c) "Committee" means any person or combination of persons formed for the purpose of promoting or opposing the election or reelection of a person to City elected office who directly or indirectly, (i) receives contributions, or (ii) makes independent expenditures or (iii) makes contributions at the behest of any City candidate within the meaning of California Government Code 82013. A campaign committee includes any "Controlled Committee" within the meaning of California Government Code section 82016, any "General Purpose Committee" within the meaning of California Government Code section 82027.5, any "Primarily Formed Committee" within the meaning of California Government Code section 82047.5, any "Sponsored Committee" within the meaning of California Government Code section 82048.7, or political action committee.
- (d) "Contract" means a covenant or agreement, a promise or set of promises, for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. This definition does not include any "Contract" that does not go before the City Council and is not approved by the City Council.
- (e) "Contractor" shall mean any person or entity that has an existing contract, agreement, or other arrangement to provide the City with goods, services, or other items, or who has an interest in or expectation of obtaining such a contractual arrangement in the future. The term shall include any agent or representative of the Contractor and where the Contractor is a business entity shall include all owners, shareholders, principals, partners, members, officers, directors, and managers.
- (f) "Contribution" or "Contribute" means a payment, gifts as defined by the Political Reform Act, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment, for any elective office in the City of Baldwin Park, except to the extent that full and adequate consideration is received or if it is clear from the surrounding circumstances that the payment is not made for political purposes. "Contribution" shall include the transfer of anything of value by a committee from another committee, unless full and adequate consideration is received. Notwithstanding anything in this Ordinance, a Candidate may transfer up to Five Thousand Dollars (\$5,000) of post-election funds to their new campaign for elective office, or new campaign for the same elective office, if applicable.
- (g) "Developer" shall mean any person or entity who is currently seeking, or who has an interest in or expectation of seeking from the City a specific plan, zone change,

development agreement, density bonus, subdivision tract map, conditional use permit, or an industrial or commercial use having a building area of 20,000 square feet or more. The term shall include any agent or representative of the Developer and where the Developer is a business entity shall include all owners, shareholders, principals, partners, members, officers, directors, and managers.

- (h) "Election" means any election for a City Councilmember for Baldwin Park, any election for Mayor of the City of Baldwin Park, and election for City Clerk of the City of Baldwin Park, and any election for Treasurer of the City of Baldwin Park, including a recall election for any of the above in the City of Baldwin Park. This definition does not include Water Board elections, School Board elections or any other elections not expressly stated herein.
- (i) "Independent Expenditure" shall have the same meaning as set forth under California Government Code section 82031.
- (j) "Political Action Committee" refers to any committee or organization as defined in California Government Code Section 82048.7 or Section 84222.
- (k) "Project" means any activity for which a permit from the City is required, including but not limited to, construction, deconstruction, demolition, conversion, and renovation. This definition shall not include permits pulled by the homeowner of a single family home related to home improvement and home repairs. This definition shall also not include "Exempt Projects" as set forth in section 53.14(B) of the Baldwin Park Municipal Code.
- (l) "Vendor" means any person or entity that has an existing contract, agreement, or other arrangement to provide the City with goods, services, or other items, or who has an interest in or expectation of obtaining such a contractual arrangement in the future. The term shall include any agent or representative of the Vendor and where the Vendor is a business entity shall include all owners, shareholders, principals, partners, members, officers, directors, and managers.
- (m) The purpose of this Ordinance is to encourage broader participation in the political process and to avoid corruption, or the appearance of corruption, in decision making and to protect the integrity of the City of Baldwin Park's procurement and contract processes, by placing limits on the amount that any person may contribute or otherwise cause to be available to candidates for the office of mayor, city council, city clerk, and treasurer.

SECTION 40.03. Campaign Contribution Limit. A person shall not make to a candidate for elective city office for the City of Baldwin Park, and a candidate for elective city office for the City of Baldwin Park shall not accept from a person, a contribution, totaling more than Seven Hundred and Fifty Dollars (\$750) per election cycle where the Candidate or Officer Holder who is the beneficiary of the Contribution or Independent Expenditure is on the ballot or is a write-in Candidate or seeking nomination/appointment for the officer. In other words, this Contribution limit does not reset after each City election, it only resets after the Office Holder's election.

Campaign Contributions may only be solicited from October the year before an Election through February of the year following an Election.

In addition, any primarily formed Committee that makes contributions or Independent Expenditures supporting or opposing a candidate or candidates in Baldwin Park Elections shall not accept from any person a contribution or contributions totaling more than seven hundred fifty dollars (\$750.00) for each election in which the Candidate or Candidates are on the ballot or are write-in candidates.

Any and all contributions solicited or accepted pursuant to this Ordinance shall be expended only in connection with the candidacy for the office specified in the candidate's declaration of intent to solicit and receive contributions or for any valid purpose as defined in Political Reform Act of 1974, as amended, or the fair political practices commission regulations interpreting the act, unless otherwise expressly noted in this article.

A Committee may not change its status from the type of Committee that is reported on its statement of organization to any other type of Committee between the period that is eighteen (18) months prior to an election and December 31 immediately following an election.

SECTION 40.04. Contributions by Developers. A Developer shall not contribute to a Candidate for elective city office for the City of Baldwin Park (40.02(h)), and a Candidate for elective city office for the City of Baldwin Park shall not accept from a Developer, a Contribution, while the Developer has a Project pending approval by the City Council for the City of Baldwin Park or is presently in negotiations with the City for entitlements for a Project within the City of Baldwin Park and for six (6) months after the Project or entitlements are approved. If no project is pending before the City Council and no entitlement request is pending before the City Council, Developers are also limited to a Contribution totaling no more than Seven Hundred and Fifty Dollars (\$750) per election (40.02(h)).

SECTION 40.05. Contributions by Vendors. A Vendor shall not Contribute to a Candidate for elective city office for the City of Baldwin Park (40.02(h)), and a Candidate for elective city office for the City of Baldwin Park shall not accept from a Vendor, a Contribution, while the Vendor has a Contract pending approval, either through an RFP process, RFQ process or otherwise, by the City Council for the City of Baldwin Park or is presently doing business with the City of Baldwin Park. If a Vendor has no Contract pending before the City Council and is not currently doing business for the City, Vendors are also limited to a Contribution totaling no more than Seven Hundred and Fifty Dollars (\$750) per election.

SECTION 40.06. Contributions from Personal Funds. The provision of Sections 40.03, 40.04, and 40.05 do not apply to a candidate's contributions from the candidate's personal funds to the candidate's own campaign. Notwithstanding the foregoing, a candidate may not make loans to the candidate's self or to the candidate's campaign or any committee in support thereof in excess of ten thousand dollars (\$10,000) per election. Nothing in this Section shall prohibit a Candidate from making unlimited contributions from his or personal funds to the Candidate's campaign as long as it is not a loan and will not be repaid from the Candidate's campaign fund or account.

SECTION 40.07. [This Section has been intentionally left blank.]

SECTION 40.08. Adjustment to Contribution Limit. The contribution limit set forth in Section 40.03 shall be automatically adjusted every two years by the City Council, City Clerk, City Manager, or other authority to reflect the percentage changes in the California Consumer Price Index ("CPI") beginning January 1, 2023. Any increase or decrease in contribution limit based on the CPI shall be rounded to the nearest ten (\$10.00) and no hundredths of a dollar.

SECTION 40.09. Enforcement for Violations. Any person who knowingly or willing violates this Ordinance shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the provision of this Ordinance shall be punished by a fine of not more than three times the amount of the Contribution or by imprisonment in the county jail for a period not less than one (1) day and not to exceed six months, or by both such fine and imprisonment. Any person convicted under this section must serve at least one day In County jail as a minimum sentence in addition to any fine imposed as described herein.

SECTION 40.09.01 Cure Period for Violations. There will be a fourteen (14) day cure period, from the time a Candidate is notified of the violation, for a Candidate to address the complaint (either by returning excess funds or contesting the complaint) before a determination of guilt is established, sentence imposed and a fine is issued.

SECTION 40.09.02 Enforcement by the FPPC. The City will contract with the FPPC to receive complaints and enforce violations of this Ordinance. If for any reason there is no contract in place with the FPPC to receive complaints and enforce violations, complaints will be received by the City Clerk and enforced by the CEO of the City pursuant to due process procedures identified in the Baldwin Park Municipal Code including, but not limited to, Chapter 15; Administrative Enforcement of Code Violations.

SECTION 40.09.03 Liberal Construction Section. All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the city council may be fully carried out.

SECTION 40.10. Applicability of AB 571. By this Resolution, the City is adopting a campaign contribution limit in accordance Government Code Section 85702.5. By operation of law, the provisions of the Government Code Sections 85305; 85306; 85307; 85315; 85316; 85317; and 85318 no longer apply within the jurisdiction of the City to candidates for elective office.

SECTION 40.11. Loans:

- A. Except as provided in subsections C and D of this section, a loan shall be considered a contribution from the maker and the guarantor of the loan and shall be subject to the contribution limitations of this Ordinance.
- B. Every loan to a Candidate or the Candidate's controlled Committee shall be by written agreement and such written agreement shall be filed with the Candidate's or committee's campaign statement on which the loan is first reported.
- C. The proceeds of a loan made to a Candidate by a commercial lending institution in the regular course of business on the same terms available to members of the public and which is secured or guaranteed shall not be subject to the contribution limitations of this article.
- D. During the election cycle, no candidate shall personally make loans to the candidate's campaign or the candidate's committee which total more than ten thousand dollars (\$10,000.00).

- E. Extensions of credit (other than loans pursuant to subsections C and D of this section) for a period of more than thirty (30) days are subject to the contribution limitations of this article.
- F. Nothing in this section shall prohibit a Candidate from making unlimited contributions to the candidate's campaign from his or her personal funds.

SECTION 40.12. Aggregation of Payments. For purposes of the contribution limitations in this article the following shall apply:

- A. All payments made by a Person, as defined in this Ordinance and/or the Political Reform Act of 1974, as amended, whose Contribution or expenditure activity is financed, maintained or controlled by any corporation, labor organization, association, political party or any other person or committee, including any parent, subsidiary, branch, division, department or local unit of the corporation, labor organization, association, political party or any other person, or by any group of such persons shall be considered to be made by a single person or committee.
- B. Two (2) or more entities shall be treated as one person when any of the following circumstances apply: 1. The entities share the majority of members of their boards of directors. 2. The entities share two (2) or more officers. 3. The entities are owned or controlled by the same majority shareholder or shareholders. 4. The entities are in a parent-subsidiary relationship.
- C. An individual and any general partnership in which the individual is a partner, or an individual and any corporation in which the individual owns a controlling interest, shall be treated as one person.

SECTION 40.13. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 40.14. Political Action Committee and or Independent Expenditure Identification.

Any Political Action Committee as defined herein must file documents with the City Clerk identifying the Political Action Committee and identifying the FPPC number of the PAC before any monies may be expended by the PAC in any City of Baldwin Park election as defined in 40.02(h).

Any Person who makes an Independent Expenditure in any City of Baldwin Park Election as defined herein must file documents with the City Clerk identifying the Committee or Person who will make the Independent Expenditure and identifying the FPPC number of the Person or Committee before any monies may be expended by in any City of Baldwin Park election as defined in 40.02(h).

SECTION 40.15. Statute of Limitations.

Prosecution for violations of any provision of this Ordinance shall be commenced within four (4) years after the date on which the violation occurred.

SECTION 40.16. Amendments.

Any amendments to this Ordinance shall not act to weaken the Ordinance or act in a manner that is counter to the spirit, purpose, or intent of the Ordinance. Amendment or repeal of any portion of this Ordinance, except mandated by a court of law, shall require a four-fifths vote of the City Council, except for amendments that are clerical or act to further clarify clauses in the Ordinance.

First read at a regular meeting of the City Council of the City of Baldwin Park held on the 16th day of February 2022.

PASSED, APPROVED, and ADOPTED this 2nd day of March 2022.



EMMANUEL J. ESTRADA
MAYOR

ATTEST:

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

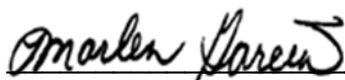
I, MARLEN GARCIA, City Clerk of the City of Baldwin Park, do hereby certify that **Ordinance No. 1468** was introduced, placed upon its first reading, and duly adopted on March 2, 2022 by the following vote to wit:

AYES: COUNCIL MEMBERS: Avila, Damian, Garcia, Estrada, and Hernandez

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None



MARLEN GARCIA
CITY CLERK

ORDINANCE NO. 1476

AN ORDINANCE OF THE PEOPLE OF THE CITY OF BALDWIN PARK, CALIFORNIA, AMENDING SECTION 30.02 TO CHAPTER 30 OF TITLE 3 (ADMINISTRATION) OF THE BALDWIN PARK MUNICIPAL CODE REGARDING CITY COUNCIL REORGANIZATION

WHEREAS, the City of Baldwin Park is a general law city incorporated under the laws of the State of California; and

WHEREAS, California Government Code Section 34902(b) establishes the procedure to eliminate the elective office of mayor after the office has been established; and

WHEREAS, if a majority of the votes cast on the proposition are in favor of the elimination of the office of elective mayor, the office shall be eliminated on the expiration date of the incumbent's term, and on the date the procedure of selection of the mayor by the city council shall be established.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF BALDWIN PARK DO HEREBY ORDAIN AS FOLLOWS:

Section 1. The recitals above are true and correct and incorporated herein by reference.

Section 2. Section 30.02 (Council Reorganization) is hereby added to Chapter 30 (City Council) of Title 3 (Administration) of the Baldwin Park Municipal Code to read as follows:

Section 30.02 – Council Reorganization

The Council shall reorganize and select one of its number as Mayor and Mayor Pro Tempore, on the following occasions commencing in 2024:

- A. In ~~odd~~ even-numbered years at the Council meeting at which the canvass of the results of the general municipal election are declared.*
- B. In ~~even~~-odd-numbered years at the first regular meeting conducted in the month of December.*
- C. At such other times as a majority of the City Council shall order.*
- D. This section shall not be amended or repealed except by a majority vote of the voters of the City of Baldwin Park at a regularly scheduled election.*

Section 3. Severability. If any provision of this ordinance or the application thereof of any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 4. Effective date. This Ordinance shall become effective immediately upon the following conditions: (1) approval by the City Council; (2) approval of the Ordinance by majority of the voters casting votes at the General Municipal Election of November 8, 2022; (3) certification of all votes cast by the City Council confirming that a majority of the voters have approved this ordinance; and (5) confirmation of approval of this Ordinance by the City Council upon certification of election results.

Section 5. The City Clerk shall timely cause the same to be published once in a newspaper of regular circulation. The Ordinance shall become effective immediately upon the certification of an affirmative majority of the electors of the City in favor of eliminating the directly elected mayor at the November 8, 2022, General Municipal Election.

I hereby certify that the Baldwin Park Term Limits Ordinance was **PASSED, APPROVED, AND ADOPTED** by the People of the City of Baldwin Park on the 8th day of November 2022.

CITY OF BALDWIN PARK

Emmanuel J. Estrada, Mayor

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK

} ss.

Christopher Saenz, City Clerk

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney

ORDINANCE NO. 1477

AN ORDINANCE OF THE PEOPLE OF THE CITY OF BALDWIN PARK, CALIFORNIA, ADDING SECTION 30.06 TO CHAPTER 30 OF TITLE 3 (ADMINISTRATION) OF THE BALDWIN PARK MUNICIPAL CODE REGARDING TERM LIMITS FOR MEMBERS OF THE CITY COUNCIL AND DIRECTLY ELECTED MAYOR

WHEREAS, the City of Baldwin Park is a general law city incorporated under the laws of the State of California; and

WHEREAS, California Government Code Section 36502 (b) provides that the City Council of a general law city may adopt a proposal to limit the number of terms a member of the City Council may serve on the City Council upon approval by a vote of the electors of the city; and

WHEREAS, no such terms shall apply to the City Council Members unless and until such limits are approved only to those terms of office which commence on or after November 8, 2022.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF BALDWIN PARK DO HEREBY ORDAIN AS FOLLOWS:

Section 1. The recitals above are true and correct and incorporated herein by reference.

Section 2. Section 30.06 (Term Limits) is hereby added to Chapter 30 (City Council) of Title 3 (Administration) of the Baldwin Park Municipal Code to read as follows:

Section 30.06 – Term Limits

- A. The purpose of this section is to create more competitive elections by ensuring that periodically the advantages of incumbency of a city council member and mayor will yield to increased participation in seeking elective office.*
- B. Pursuant to the authority granted to the City under Government Code Section 36502(b), no person shall serve more than twelve (12) years, or three (3) four-year terms as a member of the Baldwin Park City Council and/or no person shall serve more than twelve (12) years, or six (6) two-year terms as the directly elected Baldwin Park Mayor; and/or person shall serve more than a combined twelve (12) years as either Council Member or directly elected Mayor.*
- C. Any person, who either by appointment or election, serves a partial term of office 24 months or greater in length, as a member of the City Council or directly elected Mayor, shall be deemed, for the purposes of this section, to have serviced a full*

- D. four-year term. A partial term of office less than 24 months shall not be counted as service for the purpose of this chapter.*
- E. The three-term for City Councilmember and six-term for directly elected Mayor limit established by this section shall apply prospectively only to those terms of office which commence on or after November 8, 2022.*
- F. The City Clerk must reject, refuse to accept for filing, and otherwise refuse to process any nomination papers of other equivalent declaration of candidacy as required or authorized by law for persons if they are ineligible to hold public office pursuant to this section.*
- G. This section shall not be amended or repealed except by a majority vote of the voters of the City of Baldwin Park at a regularly scheduled election.*

Section 3. Severability. If any provision of this ordinance or the application thereof of any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 4. Effective date. This Ordinance shall become effective immediately upon the following conditions: (1) approval by the City Council; (2) approval of the Ordinance by majority of the voters casting votes at the General Municipal Election of November 8, 2022; (3) certification of all votes cast by the City Council confirming that a majority of the voters have approved this ordinance; and (5) confirmation of approval of this Ordinance by the City Council upon certification of election results.

Section 5. The City Clerk shall timely cause the same to be published once in a newspaper of regular circulation. The Ordinance shall become effective immediately upon the certification of an affirmative majority of the electors of the City in favor of term limits at the November 8, 2022, General Municipal Election.

I hereby certify that the Baldwin Park Term Limits Ordinance was **PASSED, APPROVED, AND ADOPTED** by the People of the City of Baldwin Park on the 8th day of November 2022.

CITY OF BALDWIN PARK

Emmanuel J. Estrada, Mayor

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK

} ss.

Christopher Saenz, City Clerk

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney

ORDINANCE NO. 1478

MEASURE CB CANNABIS RETAIL SALE, REGULATION, AND TAXATION

Measure CB was placed on the ballot on the November 8, 2022 General Municipal Election for the City of Baldwin Park to be voted on by a majority vote of the Baldwin Park Voters.

Measure CB had the following votes.

Yes	51.33%	5,268 Votes
No	48.67%	4,996 Votes

The City assigned Ordinance No. 1478 to the attached Cannabis Initiative submitted by the Proponent that was received in the office of the City Clerk on January 24, 2022 (date stamped).

JAN 24 2022

THE PEOPLE OF THE CITY OF BALDWIN PARK DO ORDAIN AS FOLLOWS:

SECTION 1. This measure shall be known and may be cited as "The Baldwin Park Marijuana Retail Sales Regulation and Taxation Measure" (the "Measure").

SECTION 2. Purpose and Intent. The purpose and intent of this Measure is to (A) accommodate the needs of medically-ill persons in need of cannabis for medicinal purposes, as advised and recommended by their health care provider(s), and adults over the age of twenty-one (21), and to implement State of California ("State") law, which includes, but is not limited to the provisions of the Medicinal & Adult-Use Cannabis Regulation & Safety Act ("MAUCRSA"), as may be amended and augmented under State law, while imposing regulations on the conduct of business and use of land to protect the City of Baldwin Park's (the "City") neighborhoods, residents, and businesses from negative impacts and (B) impose a general tax applicable to cannabis retailers for the purpose of funding any and all governmental purposes, including but not limited to 911 emergency response, police and fire protection services, pothole repair, afterschool programs, senior services, homeless reduction, graffiti removal, and other City general fund services. It is a further purpose and intent of this Measure to regulate the retail sale of cannabis and cannabis products in a manner which is responsible, which protects the health, safety, and welfare of the residents of the City, and which enforces rules and regulations consistent with State law. In part to meet these objectives, a retail cannabis business permit shall be required to own or to operate a cannabis retailer within the City and pay a Cannabis Retailer Tax of up to five percent (5%) on the gross receipts of retail sales of cannabis and cannabis products. Further, this Measure's requirement for a cannabis retailer to possess a retail cannabis business permit is in addition to any other permits, licenses, and approvals which may be required to conduct business in the City, and is in addition to any permits, licenses, and approvals required under State or County of Los Angeles ("County") law.

SECTION 3. Legal Authority. Pursuant to Section 7 of Article XI of the California Constitution, and the provisions of the MAUCRSA, as may be amended and augmented under State law and any subsequent State legislation regarding the same, the City is authorized to adopt ordinances that establish standards, requirements, and regulations for local licenses and permits and taxes for cannabis retailers. Except as otherwise provided in this Measure, any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State, or any of its departments or divisions, shall be the minimum standards applicable to the retail sale of cannabis and cannabis products in the City.

SECTION 4. Findings. The People of the City hereby find and declare the following:

A. The City does not currently have a structure in place to regulate and tax cannabis retailers.

B. The People of the City have a great need for reasonable access to cannabis and cannabis products for retail purchase to accommodate the needs of medically-ill persons in need of cannabis for medicinal purposes, as advised and recommended by their health care provider(s), and adults over the age of twenty-one (21).

C. The People of the City hereby intend to regulate the retail sale of cannabis and cannabis products in a manner which is responsible, which protects the health, safety, and welfare of the residents of the City, and which enforces rules and regulations consistent with State law.

D. The People of the City find that the retail sale of cannabis and cannabis products poses different health, safety, and welfare concerns than the retail sale of tobacco and tobacco products, and, therefore, the City's regulations regarding the retail sale of tobacco and tobacco products are not appropriate for regulating the retail sale of cannabis and cannabis products.

E. The City has a great need for additional funds to provide the level of general fund services such as 911 emergency response, police and fire protection services, pothole repair, afterschool programs, senior services, homeless reduction, and graffiti removal that residents need and want.

F. The People of the City hereby intend to impose a general tax applicable to cannabis retailers for purposes that may include the funding of 911 emergency response, police and fire protection services, pothole repair, afterschool programs, senior services, homeless reduction, graffiti removal, and other City general fund services.

SECTION 5. Title XI (Business Regulations) of the City Municipal Code is hereby amended by adding Chapter 127.5 (Cannabis Retailers) to read as follows:

CHAPTER 127.5. Cannabis Retailers

127.5.01: Cannabis Retailers Prohibited Unless Specifically Authorized

- A. Except as specifically authorized by this Chapter 127.5, to the fullest extent permitted by State law, the City expressly prohibits any and all commercial cannabis retailers within the City. In particular and if allowable under State law, the City hereby expressly prohibits the delivery of cannabis and cannabis products within the City except by cannabis retailers based within the City and permitted under this Chapter 127.5. If the City is required by State law to permit the delivery of cannabis and cannabis products by commercial cannabis businesses or cannabis retailers not based within the City, such commercial cannabis businesses and cannabis retailers not based within the City shall be required to comply with the requirements under this Chapter 127.5, including the City retail cannabis business permit application and approval processes under Section 127.5.07.
- B. Nothing in this Chapter 127.5 shall be construed or interpreted to permit the commercial possession, furnishing, manufacture, cultivation, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of industrial hemp.
- C. To the extent expressly authorized in this Chapter 127.5 and Title XV of the City Municipal Code, cannabis retailers are permitted in the City, subject to the satisfaction of all requirements set forth in this Chapter 127.5, Title XV of the City Municipal Code, MAUCRSA, and all other applicable State and local laws, rules, and regulations.

127.5.02: Compliance with Laws

It is the responsibility of the owners, managers, officers, employees, and agents of any cannabis retailer to ensure that it is operating in a manner compliant with all applicable State and local laws and any regulations promulgated thereunder. Nothing in this Chapter 127.5 shall be construed as in conflict with State law.

127.5.03: Definitions

When used in this Chapter 127.5, the following words shall have the meanings ascribed to them as set forth herein. Words and phrases not specifically defined below shall have the meanings ascribed to them elsewhere in this Code, or shall otherwise be defined by common usage. For definitions of nouns, the singular shall also include the plural; for definitions of verbs, all verb conjugations shall be included. Any reference to State statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

"Applicant" means the person applying for the retail cannabis business permit under this Chapter 127.5 (not the owners or the managers of the applicant).

"Cannabis" has the same meaning as defined in Chapter 127 of the City Municipal Code.

"Cannabis business" means a person engaged in commercial cannabis activity.

"Cannabis concentrate" means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this Chapter 6. A cannabis concentrate is not considered food, as defined by Section 109935 of the State Health & Safety Code, or drug, as defined by Section 109925 of the State Health & Safety Code.

"Cannabis product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

"CalEnviroScreen" means the California Communities Environmental Health Screening Tool or any successor screening methodology used by the Office of Environmental Health Hazard Assessment.

"Caregiver" or "primary caregiver" has the same meaning as that term is defined in Section 11362.7 of the State Health & Safety Code.

"Chief Executive Officer" means the Chief Executive Officer of the City of Baldwin Park or his or her designee(s).

"Chief of Police" means the Police Chief of the City of Baldwin Park Police Department or his or her designee(s).

"City" means the City of Baldwin Park, State of California.

"City Attorney" means the City Attorney of the City of Baldwin Park or his or her designee(s).

"City Council" means the City Council of the City of Baldwin Park.

"Commercial cannabis activity" has the same meaning as defined in Chapter 127 of the City Municipal Code.

"Commercial cannabis production activity" has the same meaning as defined in Chapter 127 of the City Municipal Code.

"County" means the County of Los Angeles, State of California.

"Customer" means a natural person twenty-one (21) years of age or over or a natural person eighteen (18) years of age that is a qualified patient or primary caregiver.

"Day-care" has the same meaning as defined in Chapter 127 of the City Municipal Code.

"Delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer.

"Dispensary" or "retailer" or "cannabis retailer" means a location where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale or cannabis business that dispenses cannabis, cannabis products, or devices for the use of cannabis or cannabis products, including a cannabis business that delivers cannabis and cannabis products.

"Dispensing" or "retail sale(s)" means any commercial cannabis activity involving the retail sale of cannabis or cannabis products from a retailer.

"Edible cannabis product" means a cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the State Food & Agriculture Code. An edible cannabis product is not considered food, as defined by Section 109935 of the State Health & Safety Code, or drug, as defined by Section 109925 of the State Health & Safety Code. An edible cannabis product shall not be deemed to be adulterated pursuant to Section 26131 of the State Business & Professions Code solely because it contains cannabis.

"Employee" means each natural person employed by a cannabis retailer who is a part-time, full-time, temporary, or permanent employee.

"Labor peace agreement" means an agreement between a cannabis retailer and any bona fide labor organization that, at a minimum, protects the City's proprietary interests by prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with a cannabis retailer. This agreement means that the cannabis retailer has agreed not to disrupt efforts by the bona fide labor organization to communicate with, and attempt to organize and represent, the cannabis retailer's employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the cannabis retailer's employees work, for the purpose of meeting with employees to discuss their right to representation, employment rights under State law, and terms and conditions of employment.

"Licensing authority" means a State agency responsible for the issuance, renewal, or reinstatement of State license, or a State agency authorized to take disciplinary action against a State licensee.

"Manager" means any individual who will be participating in the direction, control, or management of an applicant or a permittee, including but not limited to, any (i) manager or managing member or other officer of a limited liability company or (ii) president, chief executive officer, secretary, treasurer, chief financial officer, or other officer of a for profit corporation.

"Marijuana" means "cannabis" as that term is defined in this Chapter 127.5.

"MAUCRSA" means Division 10 (commencing with Section 26000) of the State Business and Professions Code and any regulations promulgated thereunder.

"Measure" means The Baldwin Park Marijuana Retail Sales Regulation and Taxation Measure.

"Owner" means any of the following:

- a. A person owning in the aggregate equity interests representing twenty (20) percent or more of the voting power of all outstanding equity in the applicant or a permittee;
- b. The president, chief executive officer, secretary, treasurer, or chief financial officer of a nonprofit applicant or permittee; or
- c. A member of the board of directors of a nonprofit applicant or permittee.

Notwithstanding the above, every applicant and permittee must have at least one individual person designated as an "owner" for the purpose of compliance with this Chapter 127.5, including the review and evaluation of any retail cannabis business permit application.

"Panic button" means an emergency electronic contact device which allows an employee in the event of an ongoing crime, threat, or other emergency to alert a security guard responsible for providing immediate on-scene assistance.

"Patient" or "qualified patient" means a natural person who is entitled to the protections of Section 11362.5 of the State Health & Safety Code and includes a person issued an identification card issued pursuant to Article 2.5 of Chapter 127.5 of Division 10 of the State Health & Safety Code.

"Permittee" means the holder of a valid, City-issued retail cannabis business permit.

"Person" means an individual or natural person, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.

"Person with an identification card" shall have the meaning given to that term in Section 11362.7 of the State Health & Safety Code.

"Premises" means the designated structure or structures and land specified in the retail cannabis business permit application that is owned, leased, or otherwise held under the control of the applicant or permittee where cannabis retail sales will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one permittee.

"Retail cannabis business permit" means a regulatory permit / license issued by the City pursuant to this Chapter 127.5 to a cannabis retailer and is required before any cannabis retail sales may be conducted in the City and is made expressly contingent upon the cannabis retailer's ongoing compliance with all of the requirements of this Chapter 127.5 and any regulations adopted by the City governing cannabis retail sales.

"Sale" means any sale, exchange, or barter or other transaction for any consideration.

"School" means as evidenced by the State Department of Education school directory, a public school instructing children in grades kindergarten through 12, as authorized by the State Department of Education or a private school instructing children in grades kindergarten through 12 that has filed a verification of private school affidavit with the State Department of Education pursuant to Section 33190 of the State Education Code, excluding any private school in which education is primarily conducted in a private home. Pursuant to the authority delegated by the State to the City under Section 26054(b) of the State Business & Professions Code, this definition of "school" under this Chapter 127.5 shall override the definition of "school" used in MAUCRSA or Section 11362.768 of the Health & Safety Code.

"Social equity applicant" means an individual or natural person that meets criteria, or the aggregate ownership interest of fifty-one (51) percent in an entity by an individual or natural person that meets criteria, established by the City Council, pursuant to the procedures set forth in the State Government Code and the City Municipal Code and without prior approval of the electorate, by the adoption or amendment of one or more ordinances, provided that such ordinance or amendment is adopted by a two-thirds vote of the entire membership of the City Council and meets the following minimum standards:

- A. An individual or natural person from a low-income household and has either (1) a past conviction for a cannabis crime or (2) an immediate family member with a past conviction for a cannabis crime is a "social equity applicant";
- B. An individual or natural person from a low-income household in a zip code identified as at least sixty percent (60%) according to CalEnviroScreen for a five (5) consecutive year period and has either (1) a past conviction for a cannabis crime or (2) an immediate family member with a past conviction for a cannabis crime is a "social equity applicant"; and
- C. An individual or natural person from a low-income household and has either (1) five (5) years cumulative residency in a zip code identified as at least seventy percent (70%) according to the CalEnviroScreen or (2) ten (10) years cumulative residency in a zip code identified by CalEnviroScreen is a "social equity applicant".

"State" means the State of California.

"State license" means a permit or license issued by the State, or one of its departments or divisions, under MAUCRSA and any subsequent State legislation regarding the same to engage in cannabis retail sales.

"Topical cannabis" means a cannabis product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Section 109925 of the State Health & Safety Code.

"Youth center" has the same meaning as defined in Chapter 127 of the City Municipal Code.

127.5.04: Retail Cannabis Business Permit Required

- a. No person shall operate a cannabis retailer or engage in cannabis retail sales within the City unless such business or activity is currently in compliance with all applicable State and local laws, rules, and regulations and the cannabis retailer has:
 - 1. A valid City business license to conduct such business or activity;

2. A valid retail cannabis business permit issued by the City pursuant to this Chapter 127.5 to conduct such business or activity;
3. A valid State license authorizing such business or activity in the City; and
4. A valid certificate of occupancy issued by the City's Building & Safety Division to conduct the cannabis retail sales at the premises identified in the retail cannabis business permit.

127.5.05: Location and Design Requirements for Cannabis Retailers

Pursuant to the authority delegated by the State to the City under Section 26054(b) of the State Business & Professions Code and overriding the location and design requirements contained in Section 26054(b) of the State Business & Professions Code, cannabis retailers in the City shall be subject to the following location and design requirements:

- A. A cannabis retailer shall not be located on property within (1) six hundred (600) feet of a school, day-care, or youth center or (2) fifty (50) feet of a dwelling unit within a residential zone.
- B. Subject to the requirements of this Chapter 127.5, a cannabis retailer may only be located on property zoned Industrial (I) or Industrial-Commercial (I-C).
- C. All distances specified in this Section 127.5.05 shall be measured in the following manners:
 1. For schools, day-care, or youth centers, the distance shall be measured in a straight line from the subject property line to the closest property line of the lot on which the cannabis retailer is to be located without regard to intervening structures.
 2. For determining distance to dwelling units within residential zones, the distance shall be measured in a straight line from the subject building to the closest dwelling unit on the lot on which the cannabis retailer is to be located without regard to intervening structures.
- D. Notwithstanding any of the above requirements contained in Subsections A through C, a cannabis retailer may be located on any property that is or was covered by a development agreement entered into and approved pursuant to Chapter 127 of the City Municipal Code prior to January 1, 2018, subject to the remaining requirements of this Chapter 127.5.
- E. Each cannabis retailer shall:
 1. Be constructed in a manner that prevents odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties. Odors from the cannabis retailer shall not be detectable from outside the premises and adequate odor control technology shall be utilized;
 2. Be provided with adequate electricity, sewage, disposal, water, fire protection, and storm drainage facilities for the intended purpose; and

3. Maintain a neighborhood compatibility plan so the City Manager or designee(s) may find that the cannabis retailer and its operating characteristics are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance.

127.5.06: Chapter 127 Priority Cannabis Retailer Application Procedure

A. The People of the City find that:

1. The City Council permitted the operation of numerous cannabis businesses engaged in commercial cannabis production activity under Chapter 127 of this Code;
2. The vast majority of the cannabis businesses permitted under Chapter 127 of this Code have failed to successfully commence commercial cannabis production activity and comply with the requirements of the development agreement they entered into with the City under Chapter 127 of this Code;
3. However, certain cannabis businesses permitted under Chapter 127 of this Code have successfully commenced commercial cannabis production activity and substantially complied with the requirements of the development agreement they entered into with the City under Chapter 127 of this Code;
4. Providing the owners of cannabis businesses permitted under Chapter 127 of this Code that have successfully commenced commercial cannabis production activity and substantially complied with the requirements of the development agreement they entered into with the City under Chapter 127 of this Code priority in the issuance of retail cannabis business permits under this Chapter 127.5 carries out the purpose and intent of the Measure;
5. Because of its history as an illegal industry, unfair and substandard labor practices proliferate throughout the cannabis industry;
6. A proven track-record of cannabis business operations with high labor standards and commitment to labor peace carries out the purpose and intent of the Measure; and
7. Providing the owners of licensed cannabis businesses with a proven track-record of cannabis business operations with high labor standards and commitment to labor peace, as demonstrated by an active, long-term collective bargaining agreement with a labor organization that currently represents cannabis workers in the United States, priority in the issuance of retail cannabis business permits under this Chapter 127.5 carries out the purpose and intent of the Measure.

- B. Within thirty (30) days following the effective date of this Chapter 127.5, the Chief Executive Officer, pursuant to Section 127.5.21, shall, as a ministerial duty, make available the necessary forms, adopt any necessary application rules for the submission, intake, review, and approval of retail cannabis business permit applications for cannabis retailers meeting the following criteria:

1. An owner or owners of the applicant with an aggregate ownership interest of fifty percent (50%) or more are or were an owner or owners on or prior to July 1, 2021, with an aggregate ownership interest of fifty percent (50%) or more of a cannabis business (and remains an owner or owners with an aggregate ownership interest of fifty percent (50%) or more on the date of the application submission under this Section 127.5.06) in the City that entered into a development agreement approved pursuant to Chapter 127 of the City Municipal Code prior to January 1, 2018;
2. The cannabis retailer will be located on the property that is referenced in the development agreement entered into and approved pursuant to Chapter 127 of the City Municipal Code prior to January 1, 2018, referenced above in Subsection 1;
3. The cannabis retailer will be located on a property that is or was covered by (whole or in part) a State license to conduct one or more forms of commercial cannabis production activity issued by a licensing authority prior to January 1, 2019;
4. The cannabis retailer will be located on a property that is or was covered by (whole or in part) a certificate of occupancy to conduct one or more forms of commercial cannabis production activity issued by the City's Building & Safety Division prior to January 1, 2021;
5. An owner or owners of the applicant with an aggregate ownership interest of fifty percent (50%) or more are or were an owner or owners on or prior to July 1, 2021, with an aggregate ownership interest of fifty percent (50%) or more of a cannabis business (and remains an owner or owners with an aggregate ownership interest of fifty percent (50%) or more on the date of the application submission under this Section 127.5.06) in the City that paid at least one calendar quarter of mitigation fees due under a development agreement approved pursuant to Chapter 127 of the City Municipal Code following issuance of a certificate of occupancy to conduct one or more forms of commercial cannabis production activity to the cannabis business; and
6. The individual or natural person owner or owners of the applicant (disregarding any intervening or intermediary entity owner or owners of the applicant) with an aggregate ownership interest of one hundred percent (100%) have entered into a collective bargaining agreement with a labor organization that currently represents cannabis workers in the United States effective since at least July 1, 2021, inclusive of renewals (and remaining effective, inclusive of renewals, on the date of the application submission under this Section 127.5.06) or an owner or owners of the applicant with an aggregate ownership interest of one hundred percent (100%) are an owner or owners on or prior to July 1, 2021, with an aggregate ownership interest of fifty percent (50%) or more of a cannabis business (and remains an owner or owners with an aggregate ownership interest of fifty percent (50%) or more on the date of the application submission under this Section 127.5.06) that entered into a collective bargaining agreement with a labor organization that currently represents cannabis workers in the United States effective since at least July 1, 2021, inclusive of renewals (and remaining effective, inclusive of renewals, on the date of the application submission under this Section 127.5.06).

C. Within thirty (30) days of receipt of a retail cannabis business permit application for a cannabis retailer submitted under Subsection B, the Chief Executive Officer shall, as a ministerial duty, review the retailer application for the following minimum requirements:

1. Payment of an application fee established by resolution of the City Council within thirty (30) days following the effective date of this Chapter 127.5 to cover all costs incurred by the City in the application process under this Section 127.5.06;
2. Sufficient evidence of the legal right to use the proposed property for the proposed use, to include a lease, sublease, purchase agreement, assignment of purchase agreement, or lease or purchase option, in the name of the applicant, which may include nominal consideration and be contingent upon issuance of a retail cannabis business permit or other approvals. The City shall only consider one applicant per County Assessor's Identification Number. In the event that more than one applicant applies for a retail cannabis business permit application at a given property address or a given County Assessor's Identification Number, the Chief Executive Officer shall, as a ministerial duty, only accept the retail cannabis business permit application with the earliest dated evidence of the legal right to use the proposed property for the proposed use in the name of the applicant;
3. Sufficient evidence to demonstrate that an owner or owners of the applicant with an aggregate ownership interest of fifty percent (50%) or more are or were an owner or owners on or prior to July 1, 2021, with an aggregate ownership interest of fifty percent (50%) or more of a cannabis business (and remains an owner or owners with an aggregate ownership interest of fifty percent (50%) or more on the date of the application submission under this Section 127.5.06) in the City that entered into a development agreement approved pursuant to Chapter 127 of the City Municipal Code prior to January 1, 2018;
4. Sufficient evidence to demonstrate that the cannabis retailer will be located on the property that is referenced in the development agreement entered into and approved pursuant to Chapter 127 of the City Municipal Code prior to January 1, 2018, referenced above in Subsection 3;
5. Sufficient evidence to demonstrate that the cannabis retailer will be located on a property that is or was covered by (whole or in part) a State license to conduct one or more forms of commercial cannabis production activity issued by a licensing authority prior to January 1, 2019;
6. Sufficient evidence to demonstrate that the cannabis retailer will be located on a property that is or was covered by (whole or in part) a certificate of occupancy to conduct one or more forms of commercial cannabis production activity issued by the City's Building & Safety Division prior to January 1, 2021;
7. Sufficient evidence to demonstrate that an owner or owners of the applicant with an aggregate ownership interest of fifty percent (50%) or more are or were an owner or owners on or prior to July 1, 2021, with an aggregate ownership interest of fifty percent (50%) or more of a cannabis business (and remains an owner or owners with an aggregate ownership interest of fifty percent (50%) or more on the date of the application submission under this Section 127.5.06) in the City that paid at least one calendar quarter of mitigation fees due under a development

agreement approved pursuant to Chapter 127 of the City Municipal Code following issuance of a certificate of occupancy to conduct one or more forms of commercial cannabis production activity to the cannabis business;

8. Sufficient evidence to demonstrate that (a) the individual or natural person owner or owners of the applicant (disregarding any intervening or intermediary entity owner or owners of the applicant) with an aggregate ownership interest of one hundred percent (100%) have entered into a collective bargaining agreement with a labor organization that currently represents cannabis workers in the United States effective since at least July 1, 2021, inclusive of renewals (and remaining effective, inclusive of renewals, on the date of the application submission under this Section 127.5.06) or (b) an owner or owners of the applicant with an aggregate ownership interest of one hundred percent (100%) are an owner or owners on or prior to July 1, 2021, with an aggregate ownership interest of fifty percent (50%) or more of a cannabis business (and remains an owner or owners with an aggregate ownership interest of fifty percent (50%) or more on the date of the application submission under this Section 127.5.06) that entered into a collective bargaining agreement with a labor organization that currently represents cannabis workers in the United States effective since at least July 1, 2021, inclusive of renewals (and remaining effective, inclusive of renewals, on the date of the application submission under this Section 127.5.06);
9. A premises diagram meeting the requirements of Section 15006 of Division 19 of Title 4 of the State Code of Regulations; and
10. A completed background check application and receipt for each owner and manager of the applicant pursuant to Section 127.5.18.L.

The Chief Executive Officer shall, as a ministerial duty, reject any retail cannabis business permit application that fails to meet the minimum requirements contained in this Subsection C. However, prior to such rejection, the Chief Executive Officer shall, as a ministerial duty, provide a detailed and comprehensive deficiency notice to the applicant providing the applicant thirty (30) days to cure and/or resubmit application components in order to meet the minimum requirements contained in this Subsection C.

- D. The Chief Executive Officer shall, as a ministerial duty, cease acceptance of retail cannabis business permit applications for retailers pursuant to this Section 127.5.06 sixty (60) days after making available the necessary forms and adopting any necessary application rules for the submission, intake, review, and approval of retail cannabis business permit applications for retailers pursuant to this Section 127.5.06.
- E. Upon timely receipt of a retail cannabis business permit application, the Chief Executive Officer shall direct the Chief of Police to conduct background checks in accordance with Section 127.5.18.L. Upon the completion of an applicant's background checks by the Chief of Police in accordance with Section 127.5.18.L, the Chief Executive Officer shall, as a ministerial duty, issue retail cannabis business permits to applicants with complete applications under Subsection C. However, the Chief Executive Officer shall not issue a retail cannabis business permit to any applicant with an owner or manager that:
 1. Provided false or misleading information on the applicant's retail cannabis business permit application;

2. Has been convicted of (or pled no contest to) "an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made" as that term is defined in 26057(b)(4) of the State Business & Professions Code; or
 3. Has been sanctioned by a licensing authority or a city, county, or state for unlicensed commercial cannabis activities or has had a license suspended or revoked under MAUCRSA in the three (3) years immediately preceding the date the application was submitted.
- F. Any decision of the Chief Executive Officer or City Council under this Section 127.5.06 shall be a final administrative decision not subject to administrative appeal under any provisions of this Chapter 127.5 or any provisions of the City Municipal Code but, rather, subject to judicial review and remedies.

127.5.07: City Council Developed Cannabis Retailer Application Procedure

- A. After three-hundred-sixty-five (365) days following the effective date of this Chapter 127.5, the City Council may, pursuant to the procedures set forth in the State Government Code and the City Municipal Code and without prior approval of the electorate, amend this Section 127.5.07, by the adoption or amendment of one or more ordinances to provide for the issuance retail cannabis business permits in addition to those retail cannabis business permits issued under Section 127.5.06, provided that such ordinance or amendment is adopted by a two-thirds vote of the entire membership of the City Council and meets the following minimum standards:
1. The number of retail cannabis business permits for retailers based within the City issued pursuant to this Section 127.5.07 shall be no more than three (3);
 2. The number of retail cannabis business permits for retailers (including commercial cannabis businesses engaged in retail sales) based outside the City to engage in delivery within the City issued pursuant to this Section 127.5.07 shall be zero (0);
 3. At least one (1) of the retail cannabis business permits for retailers based within the City issued pursuant to this Section 127.5.07 shall be issued to a social equity applicant;
 4. A cannabis retailer with a retail cannabis business permit issued pursuant to this Section 127.5.07 shall not be located on property within (a) six-hundred (600) feet of a school, day-care, or youth center, (b) fifty (50) feet of a dwelling unit within a residential zone, or (c) two thousand (2,000) feet of another cannabis retailer;
 5. All distances specified in this Section 127.5.07 shall be measured in the following manners:
 - a. For schools, day-care, youth centers, or cannabis retailers, the distance shall be measured in a straight line from the subject property line to the closest property line of the lot on which the cannabis retailer is to be located without regard to intervening structures.

- b. For determining distance to dwelling units within residential zones, the distance shall be measured in a straight line from the subject building to the closest dwelling unit on the lot on which the cannabis retailer is to be located without regard to intervening structures.
 - 6. A cannabis retailer may only be located on property zoned Industrial (I) or Industrial-Commercial (I-C);
 - 7. Retail cannabis business permits for retailers based within the City issued pursuant to this Section 127.5.07 shall be awarded through a merit-based process in which the Chief Executive Officer and/or City Council shall review and score applications pursuant to objective review criteria; and
 - 8. Cannabis retailers based within the City issued retail cannabis business permits pursuant to this Section 127.5.07 shall comply with the requirements set forth in this Chapter 127.5, Title XV of the City Municipal Code, MAUCRSA, and all other applicable State and local laws, rules, and regulations.
- B. The maximum number of retail cannabis business permits issued for cannabis retailers based within the City or outside the City (including commercial cannabis businesses engaged in retail sales) issued pursuant to this Section 127.5.07 may not be amended by the City Council or regulations promulgated by the Chief Executive Officer pursuant to this Chapter 127.5. However, the City Council may and shall increase the maximum number of retail cannabis business permits issued for retailers based within the City or outside the City (including commercial cannabis businesses engaged in retail sales) if ordered to do so by a court of competent jurisdiction as a judicial remedy.

127.5.08: Limitations on the City's Liability

To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to having issued a retail cannabis business permit pursuant to this Chapter 127.5 or otherwise approving the operation of any cannabis retailer. As a condition to the approval of any retail cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive a retail cannabis business permit:

- A. Execution of an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities, or losses which arise out of, or which are in any way related to, the City's issuance of the retail cannabis business permit, the City's decision to approve the operation of the cannabis retailer or activity, the process used by the City in making its decision, or the alleged violation of any federal, State, or local laws by the cannabis retailer or any of its officers, employees, or agents.
- B. Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Attorney.
- C. Defend and indemnify the City for all costs and expenses, including but not limited to attorneys' fees and court costs, that the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's retail cannabis business permit or related to the City's approval of a cannabis retail sales. The City, at its sole

discretion, may participate at its own expense in the defense of any such action, but such participation shall neither relieve nor increase any of the obligations imposed on the applicant hereunder.

127.5.09: Retail Cannabis Business Permit Term

- A. Subject to this Section 127.5.09 and Section 127.5.10, the term of each retail cannabis business permit shall be indefinite.
- B. Upon the one (1) year anniversary of the date of issuance for each retail cannabis business permits and every other year thereafter, the Chief Executive Officer shall conduct a performance review of the permittee to assess compliance with the requirements of this Chapter 127.5. Within thirty (30) days of the conclusion of the annual performance review of the permittee, the Chief Executive Officer shall issue a letter of compliance or noncompliance outlining all items to be corrected to ensure full compliance. In the event of any noncompliance, the permittee shall have sixty (60) days to remedy such noncompliance. However, in the event such noncompliance items cannot be reasonably remedied within sixty (60) days, such noncompliance items shall not constitute a serious material violation of any law and/or any rule, regulation, and/or standard adopted pursuant to this Chapter 127.5 subject to suspension or revocation under Section 127.5.10, if the permittee commences correction of such noncompliance items within sixty (60) days and thereafter diligently prosecutes correction of such noncompliance items to completion.
- C. The permittee shall pay a fee in an amount to be set by the City Council via resolution to cover the costs of conducting the performance review, together with any costs incurred by the City to administer the program created under this Chapter 127.5.

127.5.10: Suspension and Revocation of Retail Cannabis Business Permits

- A. The Chief Executive Officer may suspend or revoke a retail cannabis business permit for any serious material violation of any law and/or any rule, regulation, and/or standard adopted pursuant to this Chapter 127.5.
- B. Suspension or revocation of a State license issued by the State or by any of its departments or divisions, corresponding to the retail cannabis business permit shall immediately result in the suspension of the associated retail cannabis business permit until the State, or its applicable department or division, reinstates the State license or otherwise lifts such suspension.
- C. A permittee shall inform the Chief Executive Officer or designee(s) of any suspension, revocation, or termination of a State license corresponding to its retail cannabis business permit within five (5) business days of the suspension, revocation, or termination of the State license.

127.5.11: Appeals Regarding Retail Cannabis Business Permits

- A. Within ten (10) calendar days after the date of a decision of the Chief Executive Officer to revoke or suspend an issued retail cannabis business permit, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper. An appeal shall stay all proceedings in furtherance of the appealed action.

- B. At the time of filing, the appellant shall pay the designated appeal fee established by resolution of the City Council.
- C. Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council. The City Council shall hear the matter de novo, and shall conduct the hearing pursuant to the procedures set forth by the City.
- D. The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than ninety (90) days from the date of such filing. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.
- E. At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.
- F. At the conclusion of the hearing the City Council may affirm, reverse, or modify the decision appealed. The decision of the City Council shall be a final administrative decision, subject to judicial review and remedies.

127.5.12: Change in Location; Updated Application Information

- A. A permittee may change the business location specified in a retail cannabis business permit upon submission and approval of a change in location application promulgated, as a ministerial duty, by the Chief Executive Officer pursuant to regulations adopted under Section 127.5.12 within one-hundred eighty (180) days following the effective date of this Chapter 127.5. The permittee shall pay an application fee established by resolution of the City Council to cover all costs incurred by the City in the review and processing of change in location applications. The Chief Executive Officer shall process such change in location applications as a ministerial duty within thirty (30) days of receipt. A proposed business location for a cannabis retailer in a change in location application shall meet the following requirements:
 - 1. A cannabis retailer shall not be located on property within (a) six-hundred (600) feet of a school, day-care, or youth center, (b) fifty (50) feet of a dwelling unit within a residential zone, or (c) two thousand (2,000) feet of another cannabis retailer;
 - 2. All distances specified in this Section 127.5.12 shall be measured in the following manners:
 - a. For schools, day-care, youth centers, or cannabis retailers, the distance shall be measured in a straight line from the subject property line to the closest property line of the lot on which the cannabis retailer is to be located without regard to intervening structures.
 - b. For determining distance to dwelling units within residential zones, the distance shall be measured in a straight line from the subject building to the closest dwelling unit on the lot on which the cannabis retailer is to be located without regard to intervening structures.

3. A cannabis retailer may only be located on property zoned Industrial (I) or Industrial-Commercial (I-C).
- B. An applicant or permittee shall notify the Chief Executive Officer or designee(s) within fifteen (15) calendar days of any material change in the information provided in the applicant or permittee's retail cannabis business permit application or any change in status of compliance with the provisions of this Chapter 127.5, including any change in the cannabis retailer ownership or management.

127.5.13: Transfer of a Retail Cannabis Business Permit.

- A. An owner of a retail cannabis business permit shall not transfer ownership or control of such permit to another person unless and until the permittee and transferee obtain an amendment to the permit from the Chief Executive Officer stating that the transferee is now an owner of the permittee. A permittee may change the ownership specified in a retail cannabis business permit upon submission and approval of a change in ownership application promulgated, as a ministerial duty, by the Chief Executive Officer pursuant to regulations adopted under Section 127.5.21 within one-hundred eighty (180) days following the effective date of this Chapter 127.5. The permittee shall pay an application fee established by resolution of the City Council to cover all costs incurred by the City in the review and processing of change in ownership applications. The Chief Executive Officer shall process such change in ownership applications as a ministerial duty within five (5) business days once the Chief Executive Officer reasonably determines that the transferee passed the background check required for owners and meets all other requirements of this Chapter 127.5.
- B. Notwithstanding Subsection A, no retail cannabis business permit may be transferred when the Chief Executive Officer has notified the permittee that its retail cannabis business permit has been or may be suspended or revoked.
- C. Any attempt to transfer a retail cannabis business permit either directly or indirectly in violation of this Section 127.5.13 is hereby declared void, and such an unpermitted transfer shall be deemed a ground for revocation of the permit.

127.5.14: Records and Recordkeeping

- A. Each cannabis retailer shall maintain accurate books and records in an electronic format, which detail all revenues and expenses of the business, including, but not limited to, all of its assets and liabilities. At the time of the performance review of a retail cannabis business permit issued pursuant to this Chapter 127.5, each cannabis retailer shall file a sworn statement detailing the number of sales by the cannabis retailer during the previous 12-month period (or shorter period based upon the timing of the request) detailing sales for each month within such period in question. The statement shall also include gross sales for each month and all applicable taxes paid or due to be paid.
- B. Each cannabis retailer shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis retailer and, separately, the same contact information of all officers, managers, employees, agents, and volunteers currently employed or otherwise engaged by the cannabis retailer. The register required by this Subsection shall be provided to the Chief Executive Officer upon a reasonable request.

- C. Each cannabis retailer shall maintain a record of all purchases and sales of cannabis and cannabis products for a period of no less than seven (7) years.
- D. All cannabis retailers shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products.
- E. Subject to any applicable restrictions under the Health Insurance Portability & Accountability Act ("HIPAA") regulations, each cannabis retailer shall grant the Chief Executive Officer access to the business's books, records, accounts, together with any other data or documents relevant to its operation, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents shall be produced no later than ten (10) business days after receipt of the Chief Executive Officer's request for such data, unless otherwise stipulated by the Chief Executive Officer. The Chief Executive Officer may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

127.5.15: Security Measures

- A. A cannabis retailer shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent the theft of cannabis or cannabis products at the cannabis retailer. Except as may otherwise be determined by the Chief Executive Officer, these security measures shall include, but are not limited to, all of the following:
 - 1. Preventing individuals from remaining on the premises of the cannabis retailer if they are not engaging in an activity directly related to the permitted operations of the cannabis retailer.
 - 2. Establishing limited access areas accessible only to authorized cannabis retailer personnel.
 - 3. All cannabis and cannabis products shall be stored in a secured and locked room, safe, or vault. All cannabis and cannabis products shall be kept in a manner designed to prevent diversion, theft, and loss.
 - 4. Installing twenty-four-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the cannabis retailer, which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis, and all interior spaces where diversion of cannabis could reasonably occur. The cannabis retailer shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the Chief Executive Officer, and that it is compatible with the City's software and hardware. Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the Chief Executive Officer upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the cannabis retailer.
 - 5. Sensors shall be installed to detect entry and exit from all secure areas.

6. Panic buttons shall be installed in all cannabis retailers.
 7. Having a professionally installed, maintained, and monitored alarm system.
 8. Any bars installed on the windows or the doors of the cannabis retailer shall be installed only on the interior of the building.
 9. The premises shall be live monitored twenty-four (24) hours a day unless the cannabis retailer has an alternative security program authorized by the Chief Executive Officer. Security personnel must be licensed by the State Bureau of Security & Investigative Services personnel and shall be subject to the prior review and approval of the Chief Executive Officer, which shall not be unreasonably withheld.
 10. Additional security measures may be added through the review of a retail cannabis business permit application.
- B. Each cannabis retailer shall identify a designated security representative or liaison to the City, who shall be reasonably available to meet with the Chief Executive Officer regarding any security related measures or and operational issues.
- C. Each cannabis retailer (including as part of the retail cannabis business permit application process) shall have a storage and transportation plan and currency management plan, which describes in detail the procedures for safely and securely storing, disposing and transporting all cannabis, cannabis products, and any currency.
- D. The cannabis retailer shall cooperate with the City whenever the Chief Executive Officer makes a request, upon reasonable notice to the cannabis retailer, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter 127.5.
- E. A cannabis retailer shall notify the Chief Executive Officer within twenty-four (24) hours after discovering any of the following:
1. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the Chief Executive Officer.
 2. Diversion, theft, loss, or any criminal activity involving the cannabis retailer or any agent or employee of the cannabis retailer.
 3. The loss or unauthorized alteration of records related to cannabis and cannabis products or registering customers or employees and/or agents of the cannabis retailer.
 4. Any other breach of security.

127.5.16: Restriction on Alcohol and Tobacco Sales

No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages or tobacco on or about the premises of the cannabis retailer.

127.5.17: Fees and Charges

- A. No person may commence or continue any cannabis retail sales in the City without timely paying in full all fees and charges required for the operation of a cannabis retail sales. Fees and charges associated with the operation of such activity shall be established by resolution of the City Council which may be amended from time to time.
- B. All cannabis retailers authorized to operate under this Chapter 127.5 shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, State, and local law. Each cannabis retailer shall cooperate with City with respect to any reasonable request to audit the cannabis retailer' books and records for the purpose of verifying compliance with this Section 127.5.20, including, but not limited to, a verification of the amount of taxes required to be paid during any period.

127.5.18: General Operating Requirements

- A. Cannabis retailers may operate only during the hours specified in the retail cannabis business permit issued by the City and must comply with State law at all times.
- B. Cannabis shall not be consumed on the premises of any cannabis retailer.
- C. No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a retail cannabis business permit or on any of the vehicles owned or used as part of the cannabis retailer. No outdoor storage of cannabis or cannabis products is permitted at any time.
- D. Each cannabis retailer shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the cannabis retailer including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale), and other information which may be deemed necessary by the City. The cannabis retailer shall ensure that such information is compatible with the City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the Chief Executive Officer prior to being used by a permittee.
- E. All cannabis and cannabis products sold and/or distributed shall be cultivated, manufactured, and distributed by licensed facilities that maintain operations in full conformance with the State and local regulations. The packaging and labeling of cannabis and cannabis products shall comply at all times with State law.
- F. There shall not be a physician located in any cannabis retailer at any time for the purpose of evaluating patients for the issuance of a medicinal cannabis recommendations.
- G. Each cannabis retailer shall provide the Chief Executive Officer with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.
- H. Signage and Notices.
 - 1. In addition to the requirements otherwise set forth in this Section 127.5.18, business identification signage for a cannabis retailer shall conform to the

requirements of the City Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.

2. No signs placed on the premises of a cannabis retailer shall obstruct any entrance or exit to the building or any window.
 3. Each entrance to a cannabis retailer shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises, or in the areas adjacent to the premises, is prohibited.
 4. The entrance to the cannabis retailer shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the cannabis retailer, other than as lawful customers permitted under State law.
- I. Other than as lawful customers permitted under State law in the case of retailers, individuals under the age of twenty-one (21) years shall not be allowed on the premises of a cannabis retailer and shall not be allowed to serve as a driver for a cannabis retailer. It shall be unlawful and a violation of this Chapter 127.5 for any person to employ any person at a cannabis retailer who is not at least twenty-one (21) years of age.
 - J. Odor control devices and techniques shall be incorporated in all cannabis retailers to ensure that odors from cannabis are not detectable off-site. Cannabis retailers shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis retailer that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the cannabis retailer.
 - K. The original copy of the retail cannabis business permit issued by the City pursuant to this Chapter 127.5 and the City issued business license shall be posted inside the cannabis retailer in a location readily visible to the public.
 - L. Pursuant to Sections 11105(b)(11) and 13300(b)(11) of the State Penal Code, which authorizes City authorities to access State and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee, or volunteer of the cannabis retailer must submit fingerprints and other information deemed necessary by the Chief Executive Officer for a background check. Pursuant to Sections 11105(b)(11) and 13300(b)(11) of the State Penal Code, which requires that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record, no person shall be issued a retail cannabis business permit unless they have first cleared the background check, as determined by the Chief Executive Officer, as required by this Chapter 127.5. A fee for the cost of the background investigation, which shall be the actual cost to the City to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a retail cannabis business permit is submitted.

No owner, manager, supervisor, employee, or volunteer of the cannabis retailer shall:

1. Have been convicted of (or pled no contest to) "an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made" as that term is defined in 26057(b)(4) of the State Business & Professions Code; or
 2. Have been sanctioned by a licensing authority or a city, county, or state for unlicensed commercial cannabis activities or has had a license suspended or revoked under MAUCRSA in the three (3) years immediately preceding the date the application was submitted.
- M. The cannabis retailer shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.
- N. Within sixty (60) days of licensure, for a permittee with two (2) or more employees, the permittee shall attest to the City that the permittee has entered into a labor peace agreement and will abide by the terms of the agreement. The permittee shall submit a copy of the page of the labor peace agreement that contains the signatures of the labor representative and the applicant. For permittees with less than two (2) employees who have not yet entered into a labor peace agreement, the permittee shall provide a notarized statement indicating that the applicant will enter into and abide by the terms of a labor peace agreement within thirty (30) days after employing two (2) employees. If an attestation that the permittee is party to a labor peace agreement, and a copy of the page of the labor peace agreement that contains the signatures of the labor representative was submitted to the City by the permittee as part of the application process, that will meet this obligation.
- O. Cannabis retailers shall implement a workforce plan that includes at least the following provisions:
1. Commitment for thirty percent (30%) of employees to be local hires; this local hiring requirement is satisfied when a cannabis retailer shows that it has either hired or made a good faith effort to hire bona fide residents of the City or persons that may establish residency after initial employment with the permittee;
 2. Commitment to offer apprenticeships and/or compensation for continuing education in the field of cannabis retail sales; and
 3. Entering into a collective bargaining agreement and/or paying a living wage to employees. "Living wage" means fifty percent (50%) more than the applicable amount of the hourly minimum wage mandated by State law (convertible to an annual salary by multiplying that hourly minimum wage by 2,080, as applicable), whichever is greater.
- P. It shall be unlawful for a cannabis retailer to discriminate in any manner or take adverse action against any employee in retaliation for exercising rights protected under this Chapter 127.5 or City or State law. These rights include, but are not limited to (1) the right to file a complaint or inform any person about any party's alleged noncompliance with this Chapter 127.5 or City or State law and (2) the right to inform any person of his or her potential rights under this this Chapter 127.5 or City or State law and to assist him or her

in asserting such rights. Protections under this this Chapter 127.5 or City or State law shall apply to any employee who mistakenly, but in good faith, alleges noncompliance with this Chapter 127.5 or City or State law. Taking adverse action against an employee within ninety (90) days of the employee's exercise of rights protected under this this Chapter 127.5 or City or State law shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

127.5.19: Additional Operating Requirements

- A. Retailers and the operation thereof shall comply with State law at all times.
- B. Prior to dispensing medicinal cannabis or medicinal cannabis products to a qualified patient, a retailer shall verify the age and all necessary documentation of each customer to ensure the customer is not under the age of eighteen (18) years and obtain verification from the recommending physician that the person requesting medicinal cannabis or medicinal cannabis products is a qualified patient, and shall maintain a copy of the physician recommendation or identification card as described in Sections 11362.71 through 11362.77 of State Health & Safety Code, as may be amended from time to time, on site for period of not less than seven (7) years.
- C. Prior to dispensing cannabis or cannabis products to an adult-use customer, a retailer shall verify the age and all necessary documentation of each customer to ensure the customer is not under the age of twenty-one (21) years.
- D. All restroom facilities shall remain locked and under the control of managers onsite.
- E. A retailer shall notify customers (verbally or by written agreement) and by posting of a notice or notices conspicuously in at least 15-point type within the permitted premises that state as follows:
 - 1. "The sale or diversion of cannabis or cannabis products without a license issued by the City of Baldwin Park is a violation of State law and the Baldwin Park Municipal Code."
 - 2. "Secondary sale, barter, or distribution of cannabis or cannabis products purchased from a permittee is a crime and can lead to arrest."
 - 3. "Customers must not loiter in or near these premises and may not consume cannabis or cannabis products in the vicinity of this business or in any place not lawfully permitted. These premises and vicinity are monitored to ensure compliance."
 - 4. "WARNING: The use of cannabis or cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."
 - 5. "CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer and reproductive harm."

127.5.20: Additional Operating Requirements for Delivery

- A. Delivery shall comply with State law at all times.
- B. Security plans developed pursuant to this Chapter 127.5 shall include provisions relating to vehicle security and the protection of employees and product during loading and in transit.
- C. A retailer shall facilitate the delivery of cannabis or cannabis products with a technology platform owned by or licensed to the delivery-only retailer that uses point-of-sale technology to track and database technology to record and store the following information for each transaction involving the exchange of cannabis or cannabis products between the retailer and customer:
 - 1. The identity of the individual dispensing cannabis or cannabis products on behalf of the permittee;
 - 2. The identity of the customer receiving cannabis or cannabis products from the permittee;
 - 3. The type and quantity of cannabis or cannabis products dispensed and received;
 - 4. The gross receipts charged by the permittee and received by the individual dispensing cannabis or cannabis products on behalf of the permittee for the cannabis or cannabis products dispensed and received; and
 - 5. The location or address where the sale or retail sale took place or closed.
- D. A permittee shall maintain a database and provide a list of the individuals and vehicles authorized to conduct delivery, and a copy of the valid State driver's license issued to the driver of any such vehicle on behalf of the retailer to the Chief Executive Officer.
- E. Individuals making deliveries of cannabis or cannabis products on behalf of the retailer shall maintain a physical copy of the delivery request (and invoice) and shall make it available upon the request of agents or employees of the City requesting documentation.
- F. During delivery, a copy of the permittee's retail cannabis business permit and State license shall be in the vehicle at all times, and the driver shall make it available upon the request of agents or employees of the City requesting documentation.
- G. A retailer shall only permit or allow delivery of cannabis or cannabis products in a vehicle that is (1) insured at or above the legal requirement in the State; (2) capable of securing (locking) the cannabis or cannabis products during transportation; (3) capable of being temperature controlled if perishable cannabis or cannabis products is being transported; and (4) does not display advertising or symbols visible from the exterior of the vehicle that suggest the vehicle is used for cannabis delivery or affiliated with a retailer.
- H. A retailer shall facilitate deliveries with a technology platform owned by or licensed to the retailer that uses global positioning system technology to track, and database technology to record and store the following information:

1. The time that the individual conducting delivery on behalf of the retailer departed the licensed premises.
 2. The time that the individual conducting delivery on behalf of the retailer completed delivery to the customer.
 3. The time that the individual conducting delivery on behalf of the retailer returned to the licensed premises.
 4. The route the individual conducting delivery on behalf of the retailer traveled between departing and returning to the licensed premises to conduct delivery.
 5. For each individual delivery transaction, the identity of the individual conducting deliveries on behalf of the retailer.
 6. For each individual delivery transaction, the vehicle used to conduct delivery on behalf of the retailer.
 7. For each individual delivery transaction, the identity of the customer receiving cannabis or cannabis products from the retailer.
 8. For each individual delivery transaction, the type and quantity of cannabis or cannabis products dispensed and received.
 9. For each individual delivery transaction, the gross receipts charged by the retailer and received by the individual conducting deliveries on behalf of the retailer for the cannabis or cannabis products dispensed and received.
- I. The individual making deliveries on behalf of the retailer shall personally verify for each individual delivery transaction the identity of the customer receiving cannabis or cannabis products from the retailer and (1) for medicinal cannabis or medicinal cannabis products to a qualified patient, the age and all necessary documentation of each customer to ensure the customer is not under the age of eighteen (18) years and obtain verification from the recommending physician that the person requesting medicinal cannabis or medicinal cannabis products is a qualified patient, and shall maintain a copy of the physician recommendation or identification card as described in Sections 11362.71 through 11362.77 of State Health & Safety Code, as may be amended from time to time, on site for period of not less than seven (7) years or (2) for cannabis or cannabis products to an adult-use customer, age and all necessary documentation of each customer to ensure the customer is not under the age of twenty-one (21) years.

127.5.21: Promulgation of Regulations, Standards, and Other Legal Duties

- A. Consistently with stated requirements of this Chapter 127.5 (and in particular not to repeal or constructively repeal this Chapter 127.5), in addition to any regulations adopted under State law, the Chief Executive Officer is authorized to establish any additional rules, regulations, and standards governing the issuance, denial, or renewal of retail cannabis business permits, the ongoing operation of cannabis retailers, and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter 127.5.

- B. Such regulations shall be published on the City's website.
- C. Regulations promulgated by the Chief Executive Officer shall become effective upon date of publication. Cannabis retailers shall be required to comply with all State and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the Chief Executive Officer.

127.5.22: Community Relations

- A. Each cannabis retailer shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the cannabis retailer can be provided. Each cannabis retailer shall also provide the above information to all businesses and residences, in the City, located within one hundred and fifty (150) feet of the cannabis retailer. Such community relations contact shall respond to any complaints within forty-eight (48) hours of receipt of such complaints.
- B. During the first year of operation pursuant to this Chapter 127.5, the owner(s), manager(s), and community relations representative from each cannabis retailer holding a retail cannabis business permit issued pursuant to this Chapter 127.5 shall attend a quarterly meeting with the Chief Executive Officer and other interested parties as deemed appropriate by the Chief Executive Officer, to discuss costs, benefits, and other community issues arising as a result of implementation of this Chapter 127.5. After the first year of operation, the owner(s), manager(s), and community relations representative from each such cannabis retailer shall meet with the Chief Executive Officer when and as requested by the Chief Executive Officer.
- C. Cannabis retailers to which a retail cannabis business permit is issued pursuant to this Chapter 127.5 shall develop and make available to youth organizations and educational institutions a public education plan that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

127.5.23: Fees Deemed Debt to City

The amount of any fee, cost, or charge imposed pursuant to this Chapter 127.5 shall be deemed a debt to the City that is recoverable via authorized processes as set forth in the City Municipal Code or available through any court of competent jurisdiction.

127.5.24: Permittee, Owner, and Property Owner Responsible for Violations

- A. Each permittee and each owner and each manager of the permittee (and each individual owner and each individual manager of an owner or manager of the permittee) shall be responsible for all violations of the laws of the State or of the regulations and/or the ordinances of the City occurring within the City or in or about the premises of the cannabis retailer, if committed by the permittee or any employee or agent of the permittee and whether or not said violations occur within the permittee, owner, or manager's presence.
- B. No person may engage in any cannabis retail sales within the City unless the person is in compliance with the requirements of this Chapter 127.5.
- C. It shall be unlawful to rent, lease, or otherwise permit any cannabis retail sales at any location, structure, or vehicle in the City by a person (1) that does not have a valid retail

cannabis business permit issued by the City; (2) that does not have a valid State license; (3) that does not have any other applicable approvals, including, but not limited to, a building permit and City business license; or (4) that is not currently in compliance with all applicable State and local laws and regulations pertaining to the cannabis retail sales. Property owners shall have strict liability for any cannabis retail sales at any location, structure, or vehicle in the City by a person (1) that does not have a valid retail cannabis business permit issued by the City or (2) that does not have a valid State license.

127.5.25: Inspection and Enforcement.

- A. The Chief Executive Officer or designee(s) charged with enforcing the provisions of the City Municipal Code, or any provision thereof, may enter the location of a cannabis retailer at any time, without notice, and inspect the location of any cannabis retailer as well as any recordings and records required to be maintained pursuant to this Chapter 127.5 or under applicable provisions of State law.
- B. It is unlawful for any person having responsibility over the operation of a cannabis retailer, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings, or other documents required to be maintained by a cannabis retailer under this Chapter 127.5 or under State or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis retailer under this Chapter 127.5 or under State or local law.
- C. The Chief Executive Officer or designee(s) charged with enforcing the provisions of this Chapter 127.5 may enter the location of a cannabis retailer at any time during business hours and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City shall be logged, recorded, and maintained in accordance with the City law enforcement standards for evidence.

127.5.26: Concurrent Regulation with the State

It is the stated intent of this Chapter 127.5 to regulate cannabis retail sales in the City concurrently with the State.

127.5.27: Violations Declared a Public Nuisance

Each and every serious material violation of the provisions of this Chapter 127.5 is hereby deemed unlawful and a public nuisance.

127.5.28: Each Violation a Separate Offense

Each and every violation of this Chapter 127.5 shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City Municipal Code. Additionally, as a nuisance per se, any serious material violation of this Chapter 127.5 shall be subject to injunctive relief, any retail cannabis business permit issued pursuant to this Chapter 127.5 being deemed null and void, disgorgement, and payment to the City of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney's fees, and any other relief or remedy available at law or in equity. The City may also pursue any and all remedies and actions available and applicable under State and local laws for any violations committed by the cannabis retailer or persons related to, or associated with, the cannabis retail sales. Additionally,

when there is determined to be an imminent threat to public health, safety or welfare, the Chief Executive Officer or designee(s), may take immediate action to temporarily suspend a retail cannabis business permit issued by the City, pending a public hearing before the City Council.

127.5.29: Criminal Penalties

Each and every serious material violation of the provisions of this Chapter 127.5 may be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment in the County jail for a period of not more than six (6) months, or by both such fine and imprisonment. Each day a serious material violation is committed or permitted to continue shall constitute a separate offense.

127.5.30: Remedies Cumulative and Not Exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

SECTION 6. Title XI (Business Regulations) of the City Municipal Code is hereby amended by adding Chapter 127.6 (Cannabis Retailer Tax) to read as follows:

CHAPTER 127.6. Cannabis Retailer Tax

127.6.01: Authority and Purpose

- A. The purpose of this Chapter is to adopt a tax, for revenue purposes, pursuant to Sections 37101 and 37100.5 of the State Government Code, upon cannabis retailers that engage in business in the City. This Cannabis Retailer Tax is levied based upon business gross receipts. It is not a sales and use tax, a tax upon income, or a tax upon real property.
- B. The Cannabis Retailer Tax is a general tax enacted solely for general governmental purposes of the City and not for specific purposes. All of the proceeds from the tax imposed by this Chapter 127.6 shall be placed in the City's general fund and be available for any lawful City expenditure.

127.6.02: Intent

The intent of this Chapter 127.6 is to impose a general tax applicable to cannabis retailers for the purpose of funding any and all governmental purposes, including but not limited to 911 emergency response, police and fire protection services; pothole repair; afterschool programs; senior services; homeless reduction; graffiti removal, and other City general fund services.

127.6.03: Definitions

When used in this Chapter 127.6, the following words shall have the meanings ascribed to them as set forth herein. Words and phrases not specifically defined below shall have the meanings ascribed to them elsewhere in this Code, or shall otherwise be defined by common usage. For definitions of nouns, the singular shall also include the plural; for definitions of verbs, all verb conjugations shall be included. Any reference to State statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision

"Adult-use cannabis" or "adult-use cannabis product" means cannabis or cannabis products for individuals twenty-one (21) years of age and over without the need for a physician's recommendation.

"Business" means all activities engaged in or caused to be engaged in within the City, including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to that employee's employer.

"Cannabis" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Cannabis business" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Cannabis product" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Cannabis Retailer Tax" or "Tax" means the tax due pursuant to this Chapter 127.6 for engaging in dispensing within in the City.

"City" means the City of Baldwin Park, State of California.

"City Council" means the City Council of the City of Baldwin Park.

"Commercial cannabis activity" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Code" means the City Municipal Code.

"Customer" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Delivery" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Dispensary" or "retailer" or "cannabis retailer" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Dispensing" or "retail sale(s)" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Employee" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Engaged(s) in business" means the commencing, conducting, operating, managing, or carrying on of a cannabis retailer and the exercise of corporate or franchise powers, whether done as an owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the City or coming into the City from an outside location to engage in such activities. A person shall be deemed engaged in business if any of the following apply:

- A. Such person or person's employee maintains a fixed place of business within the City for the benefit or partial benefit of such person;

- B. Such person or person's employee owns or leases real property within the City for business purposes;
- C. Such person or person's employee regularly maintains a stock of tangible personal property in the City for sale in the ordinary course of business;
- D. Such person or person's employee regularly conducts solicitation of business within the City; or
- E. Such person or person's employee performs work or renders services in the City.

The foregoing specified activities shall not be a limitation on the meaning of "engaged in business".

"Evidence of doing business" means evidence such as, without limitation, use of signs, circulars, cards or any other advertising media, including the use of internet or telephone solicitation, or representation to a government agency or to the public that such person is engaged in a cannabis retailer in the City.

"Fiscal year" means July 1 through June 30 of the following calendar year.

"Gross receipts" means, except as otherwise specifically provided, whether designated a sales price, royalty, rent, commission, dividend, or other designation, the total amount (including all receipts, cash, credits and property of any kind or nature) received or payable for sales of goods, wares, or merchandise or for the performance of any act or service of any nature for which a charge is made or credit allowed (whether such service, act or employment is done as part of or in connection with the sale of goods, wares, merchandise or not), without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever. However, the following shall be excluded from gross receipts:

- A. Cash discounts where allowed and taken on sales;
- B. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
- C. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
- D. Receipts derived from the occasional sale of used, obsolete, or surplus trade fixtures, machinery, or other equipment used by the taxpayer in the regular course of the taxpayer's business;
- E. Cash value of sales, trades, or transactions between departments or units of the same business;
- F. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as

uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered; and

- G. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar.

"Manager" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Marijuana" means "cannabis" as that term is defined in this Chapter 127.6.

"MAUCRSA" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Medicinal cannabis" or "medicinal cannabis product" means cannabis or a cannabis product for use by a qualified patient.

"Owner" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Patient" or "qualified patient" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Person" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Person with an identification card" has the same meaning as defined in Chapter 127.5 of the City Municipal Code.

"Sale" means any sale, exchange, or barter or other transaction for any consideration.

"State" means the State of California.

"Tax Administrator" means the means the Chief Executive Officer of the City of Baldwin Park or his or her designee(s).

127.6.04: Tax Imposed

- A. There is established and imposed upon each person who is engaged in business as a cannabis retailer an annual Cannabis Retailer Tax at the rates set forth in this Chapter 127.6. Such Tax is payable regardless of whether the business is operating lawfully in the City or unlawfully. The City's acceptance of a Cannabis Retailer Tax payment from a cannabis retailer operating illegally shall not constitute the City's approval or consent to such illegal operations.
- B. Medicinal Retailers. The Cannabis Retailer Tax upon every person who engages in business as a retailer of medicinal cannabis or medicinal cannabis products shall be at the following annual rate:
 - 1. The tax rate upon the effective date of this Chapter 127.6 shall be one-half percent (0.5%) of the gross receipts derived from the retail sale of medicinal cannabis or medicinal cannabis products. Such tax rate may increase or decrease by ordinance adopted by the City Council but shall not exceed the maximum tax rate of five percent (5%) without voter approval.

- C. **Adult-use Retailers.** The Cannabis Retailer Tax upon every person who engages in business as a retailer of adult-use cannabis or adult-use cannabis products shall be at the following annual rate:

1. The tax rate upon the effective date of this Chapter 127.6 shall be four percent (4%) of the gross receipts derived from the retail sale of adult-use cannabis or adult-use cannabis products. Such tax rate may increase or decrease by ordinance adopted by the City Council but shall not exceed the maximum tax rate of five percent (5%) without voter approval.

127.6.05: Exemptions from the Tax

This Chapter 127.6 shall not apply to personal use of cannabis that is specifically exempted from State licensing requirements and that meets the definition of personal use or equivalent terminology under State law.

127.6.06: Reporting and Remittance of Tax

The Cannabis Retailer Tax imposed by this Chapter 127.6 shall be imposed on a fiscal year basis and shall be due and payable in quarterly installments as follows:

- A. The owner(s) or manager(s) of each cannabis retailer shall, on or before the last day of the month following the close of each fiscal year quarter, prepare and submit a tax statement on the form prescribed by the Tax Administrator and remit to the Tax Administrator the Tax due. The Tax due shall be no less than the quarterly installment due, but the taxpayer may prepay any amount of Tax at any time.
- B. Tax statements and payments for all outstanding Taxes owed the City are immediately due to the Tax Administrator upon cessation of a cannabis retailer for any reason.

127.6.07: Nonpayment of Cannabis Retailer Tax; Penalties and Interest Established by Ordinance

- A. Any person who fails or refuses to pay any Cannabis Retailer Tax required to be paid pursuant to this Chapter 127.6 on or before the due date shall pay penalties and interest as follows:
 1. A penalty equal to ten percent (10%) of the amount of the Tax, in addition to the amount of the Tax, plus interest on the unpaid tax calculated from the due date of the Tax at the rate of one percent (1%) per month.
 2. If the Tax remains unpaid for a period exceeding three (3) calendar months beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the Tax, plus interest at the rate of one percent (1%) per month on the unpaid tax and on the unpaid penalties.
 3. These penalty provisions shall not be construed to preclude or limit the enforcement of the penal provisions of this Chapter 127.6 or the Code.
- B. Whenever a check or electronic payment is submitted in payment of a Cannabis Retailer Tax and the payment is subsequently returned unpaid by the bank, the taxpayer will be

liable for the Tax amount due plus any fees, penalties, and interest as provided for in this Chapter 127.6, and any other amount allowed under State law.

127.6.08: Administration of the Tax

- A. It shall be the duty of the Tax Administrator to collect the taxes, penalties, fees, and perform the duties required by this Chapter 127.6.
- B. For purposes of administration and enforcement of this Chapter 127.6 generally, the Tax Administrator may from time to time promulgate such administrative interpretations, rules, and procedures consistent with the purpose, intent, and express terms of this Chapter 127.6 as he or she deems reasonably necessary to implement or clarify such provisions or aid in enforcement, including but not limited to:
 - 1. Provide forms to all taxpayers for the reporting of the Tax;
 - 2. Provide information to any taxpayer concerning the provisions of this Chapter 127.6;
 - 3. Receive and record all taxes remitted to the City as provided in this Chapter 127.6;
 - 4. Maintain records of taxpayer reports and taxes collected pursuant to this Chapter 127.6;
 - 5. Assess penalties and interest to taxpayers pursuant to this Chapter 127.6; and
 - 6. Determine amounts owed and enforce collection pursuant to this Chapter 127.6.

127.6.09: Appeal Procedure

Any taxpayer aggrieved by any decision of the Tax Administrator with respect to the amount of tax, interest, penalties, and fees, if any, due under this Chapter 127.6 may appeal to the City Council by filing a notice of appeal with the City Clerk within forty-five (45) calendar days of the serving or mailing of the determination of Tax due. The City Clerk, or his or her designee, shall fix a time and place for hearing such appeal, and the City Clerk, or his or her designee, shall give notice in writing to such cannabis retailer at the last known place of address. The finding of the City Council shall be a final administrative decision, subject to judicial review and remedies, and shall be served upon the appellant in the manner prescribed by this Chapter 127.6 for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of the notice.

127.6.10: Constitutionality and Legality

This Tax is intended to be applied in a manner consistent with the United States and State Constitutions and State law. None of the Tax provided for by this Chapter 127.6 shall be applied in a manner that causes an undue burden upon interstate commerce, a violation of the equal protection or due process clauses of the Constitutions of the United States or the State, or a violation of any other provision of the State Constitution or State law. If a person believes that the Tax, as applied to him or her, is impermissible under applicable law, he or she may request that the Tax Administrator release him or her from the obligation to pay the impermissible portion of the Tax.

127.6.11: Apportionment

If a cannabis retailer subject to the Tax is operating both within and outside the City, it is the intent of the City to apply the Cannabis Retailer Tax so that the measure of the Tax fairly reflects the proportion of the taxed activity actually carried on in the City. To the extent federal or State law requires that any tax due from any taxpayer be apportioned, the taxpayer may indicate said apportionment on his or her tax return. The Tax Administrator may promulgate administrative procedures for apportionment as he or she finds reasonably useful or necessary.

127.6.12: Audit and Examination of Records and Equipment

- A. For the purpose of ascertaining the amount of Cannabis Retailer Tax owed or verifying any representations made by any taxpayer to the City in support of his or her tax calculation, the Tax Administrator shall have the power to inspect any location where commercial cannabis activity occurs and to audit and examine all books and records (including, but not limited to bookkeeping records, State and federal income tax returns, and other records relating to the gross receipts of the business) of owners and managers of a cannabis retailer. In conducting such investigation, the Tax Administrator shall have the power to inspect any equipment, such as computers or point of sale machines, that may contain such records.
- B. It shall be the duty of every person liable for the collection and payment to the City of any Tax imposed by this Chapter 127.6 to keep and preserve, for a period of at least seven (7) years, all records as may be necessary to determine the amount of such Tax as he or she may have been liable for the collection of and payment to the City, which records the Tax Administrator shall have the right to inspect at all reasonable times.

127.6.13: Payment of Tax Does not Authorize Unlawful Conduct

- A. The payment of a Cannabis Retailer Tax required by this Chapter 127.6, and its acceptance by the City, shall not entitle any person to operate as a cannabis retailer unless the person has complied with all of the requirements of the Code, MAUCRSA, and all other applicable State laws.
- B. No Tax paid under the provisions of this Chapter 127.6 shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any local or State law.
- C. Nothing in this Chapter 127.6 shall be construed as in conflict with State or federal law.
- D. It shall be the responsibility of the owners and managers of a cannabis retailer to ensure that the cannabis retailer is, at all times, operating in a manner compliant with the protection of public health, safety, and community standards, including all applicable State and local laws and regulations, including any subsequently enacted State or local law or regulatory, licensing, or certification standards or requirements, and any specific, additional operating procedures or requirements, which may be imposed as conditions of approval of any State or City license or permit.

127.6.14: Other Licenses, Permits, Taxes, Fees, or Charges

Nothing contained in this Chapter 127.6 shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any other provision of this Code or any other ordinance or resolution of the City Council, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee, or other charge imposed, assessed or required by, under or by virtue of any other provision of the Code or any other ordinance or resolution of the City Council. Any references made or contained in any other provision of the Code to any licenses, license taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or schedule of license fees, provided for in other provisions of this Code.

127.6.15: Deficiency Determinations

If the Tax Administrator is not reasonably satisfied that any statement filed as required under the provisions of this Chapter 127.6 is correct, or that the amount of tax is correctly computed, he or she may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his or her possession or that may come into his or her possession within two (2) years of the date the tax was originally due and payable. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a person discontinues engaging in a business, a deficiency determination may be made at any time within two (2) years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due. Whenever a deficiency determination is made, a notice shall be given to the person concerned in the same manner as notices of assessment are given in this Chapter 127.6.

127.6.16: Failure to Report; Nonpayment; Fraud

- A. Under any of the following circumstances, the Tax Administrator may make and give notice of an assessment of the amount of Tax owed by a person under this Chapter 127.6 at any time:
1. If the person has not filed a complete statement required under the provisions of this Chapter 127.6;
 2. If the person has not paid the Tax due under the provisions of this Chapter 127.6;
 3. If the person has not, after demand by the Tax Administrator, filed a corrected statement, or furnished to the Tax Administrator adequate substantiation of the information contained in a statement already filed, or paid any additional amount of tax due under the provisions of this Chapter 127.6; or
 4. If the Tax Administrator determines that the nonpayment of any Cannabis Retailer Tax is due to fraud, a penalty of twenty-five percent (25%) of the amount of the Tax shall be added thereto in addition to penalties and interest otherwise stated in this Chapter 127.6 and any other penalties allowed by law.
- B. The notice of assessment shall separately set forth the amount of any Tax known by the Tax Administrator to be due or estimated by the Tax Administrator, after consideration of all information within the Tax Administrator's knowledge concerning the business and activities of the person assessed, to be due under each applicable section of this Chapter

127.6 and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

127.6.17: Tax Assessment; Notice Requirements

The notice of assessment shall be served upon the person either (1) by personal delivery; (2) by overnight delivery by a nationally-recognized courier service, or by a deposit of the notice via United States Postal Service Priority Mail Express (or a comparable service with another carrier or with the United States Postal Service, should Priority Mail Express no longer be provided) with proof of delivery, postage prepaid thereon, addressed to the person at the address of the location of the business or to such other address as he or she shall register with the Tax Administrator for the purpose of receiving notices provided under this Chapter 127.6; or (3) should the person have no address registered with the Tax Administrator for such purpose, then to such person's last known address. For the purposes of this Section 127.6.17, a service by overnight delivery shall be deemed to have occurred one (1) calendar day following deposit with a courier and service by United States Postal Service Priority Mail Express shall be deemed to have occurred three (3) calendar days following deposit of the notice.

127.6.18: Tax Assessment; Hearing, Application, and Determination

Within forty-five (45) calendar days after the date of service, the person may apply in writing to the Tax Administrator for a hearing on the assessment. If application for a hearing before the City is not made within the time herein prescribed, the Tax assessed by the Tax Administrator shall be a final administrative decision, subject to judicial review. Within thirty (30) calendar days of the receipt of any such application for hearing, the Tax Administrator shall cause the matter to be set for hearing before him or her no later than thirty (30) calendar days after the receipt of the application, unless a later date is agreed to by the Tax Administrator and the person requesting the hearing. Notice of such hearing shall be given by the Tax Administrator to the person requesting such hearing not later than fifteen (15) calendar days prior to such hearing. At such hearing said applicant may appear and offer evidence why the assessment as made by the Tax Administrator should not be confirmed and fixed as the tax due. After such hearing the Tax Administrator shall determine and reassess the proper tax to be charged and shall give written notice to the person in the manner prescribed in this Chapter 127.6 for giving notice of assessment.

127.6.19: Relief from Taxes; Disaster Relief

- A. If a cannabis retailer is unable to comply with any Tax requirement due to a disaster, the cannabis retailer may notify the Tax Administrator of this inability to comply and request relief from the tax requirement. A request for relief must clearly indicate why relief is requested, the time period for which the relief is requested, and the reason relief is needed for the specific amount of time.
- B. To obtain relief, the cannabis retailer agrees to grant the Tax Administrator access to the location where the cannabis retailer has been impacted due to a disaster.
- C. The Tax Administrator, in his or her reasonable discretion, may provide relief from the Cannabis Retailer Tax requirement for cannabis retailer whose operations have been impacted by a disaster if such tax liability does not exceed \$100,000.00. If such Tax liability is \$100,001.00 or more, than such relief shall only be approved by the City Council.

- D. Temporary relief from the Cannabis Retailer Tax may be granted for a reasonable amount of time as determined by the Tax Administrator or the City Council, as applicable in order to allow the cannabis retailer time to recover from the disaster.
- E. The Tax Administrator or City Council, as applicable may require that certain conditions be followed in order for a cannabis retailer to receive temporary relief from the Cannabis Retailer Tax requirement.
- F. For purposes of this Section 127.6.19, "disaster" means, including but not limited to, natural disasters (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, and floods); war, hostilities, invasion, act of foreign enemies, mobilization, requisition, or embargo; rebellion, revolution, insurrection, military or usurped power, or civil war; riot, commotion, strikes, go slows, lock outs, or disorder; a pandemic; or acts or threats of terrorism.

127.6.20: Conviction for Violation; Tax Not Waived

The conviction and punishment of any person for failure to pay the required Cannabis Retailer Tax shall not excuse or exempt such person from any civil action for the Tax debt unpaid at the time of such conviction. No civil action shall prevent a criminal prosecution for any violation of the provisions of this Chapter 127.6 or of any State law requiring the payment of all taxes.

127.6.21: Violation Deemed Misdemeanor

Each and every material violation of the provisions of this Chapter 127.6 may be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment in the County jail for a period of not more than six (6) months, or by both such fine and imprisonment. Each day a material violation is committed or permitted to continue shall constitute a separate offense.

127.6.22: Remedies Cumulative and Not Exclusive

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

SECTION 7. Chapter 127 of Title XI (Business Regulations) of the City Municipal Code is hereby amended by being retitled from "Medical and Adult Use Commercial Cannabis" to "Medical and Adult Use Commercial Cannabis Production".

SECTION 8. Section 127.01 (Purpose) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

- A. **Regulation.** The purpose of this article is to regulate all commercial cannabis production activity in the CITY, as defined in Section 26000 of the California Business and Professions Code, to the extent authorized by state law and in a manner designed to minimize negative impact on the CITY, and to promote the health, safety, morals, and general welfare of residents and businesses within the CITY.
- B. **Specific Authority.** This article is further adopted and established pursuant to the specific authority granted to the CITY in Section 7 of Article XI of the California Constitution and

Section 26000 of the California Business and Professions Code. These regulations shall govern all commercial cannabis production activity that occurs within the jurisdiction of the CITY.

SECTION 9. Subsection Y (Medical Cannabis Business) of Section 127.02 (Definitions) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

- Y. "Medical Cannabis Business" means any person engaged in commercial production cannabis activity.

SECTION 10. Subsection DD (Permit) of Section 127.02 (Definitions) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

- DD. "Permit" means a "cannabis permit" that authorizes an entity to conduct commercial cannabis activity under this chapter.

SECTION 11. Section 127.02 (Definitions) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended by adding Subsection KK (Commercial Production Cannabis Activity) to read as follows:

- KK. "Commercial Cannabis Production Activity" means all forms of commercial cannabis activity except delivery, dispensing, and retail sale(s). "Delivery", "dispensing", and "retail sale(s)" are defined in Chapter 127.5 of the Code.

SECTION 12. Section 127.05 (Permitted Use) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

- A. Permit Required. Commercial Cannabis Production Activity shall only be permitted to operate in the CITY pursuant to the issuance of a Permit approved by the City Council or staff designee and a business license issued by the CITY in accordance with the criteria and procedures set forth in Chapter 127 of this Code and in compliance with the BPMC. No land-use entitlement, permit (including building permit) approval, site plan, certificate of occupancy, zoning clearance, or other land-use authorization for a commercial cannabis production activity shall be granted or permitted unless it complies with the provisions of this chapter and the applicable building standards and the BPMC. ~~If there is a conflict between the requirements of another chapter and this chapter, the requirements of this Chapter 127 prevail.~~
- B. Strict Compliance. All Persons who are engaged in or who are attempting to engage in Commercial Cannabis Production Activity in any form shall do so only in strict compliance with the terms, conditions, and restrictions of the MAUCRSA, the provisions of this Chapter 127, and all other applicable State and CITY laws.
- C. Chief Executive Officer Authorized. The Chief Executive Officer is authorized to establish policies and procedures consistent with the intent and spirit of this Chapter concerning the applications, the application process, the information required of Applicants, the application procedures and the administration and procedures to be used and followed in the application and process.

SECTION 13. The preamble of Section 127.07 (Permitted Zones-Distance and Other Conditions for Approval) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

No more than 25 (twenty-five) Permits, each with a maximum of 22,000 square feet of permitted Commercial Production Cannabis Activity may be allowed, maintained, or operated in the CITY at any time. If there is a conflict between the requirements of this chapter and any other chapter, the requirements of this Chapter shall prevail. Except that, for Distribution only, the maximum square feet shall be increased from 22,000 square feet to 40,000, square feet.

SECTION 14. Subsection D (Nonconforming Use) of Section 127.07 (Permitted Zones-Distance and Other Conditions for Approval) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

- D. Nonconforming Use. Any Commercial Production Cannabis Activity ~~or~~ cannabis dispensary established or operating in the CITY in violation of this Chapter, or the ban established by Part 10, of Chapter 153 Section 153.120.320 of the Baldwin Park Zoning Code, shall not be considered a lawful or permitted nonconforming use, and no Commercial Cannabis Production Activity operating unlawfully is eligible for a Permit. Further, any such unlawfully established Commercial Production Cannabis Activity shall constitute a public nuisance subject to abatement by the CITY, pursuant to Chapter 95, Section 95.09.

SECTION 15. Subsection E (Distances) of Section 127.07 (Permitted Zones-Distance and Other Conditions for Approval) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

- E. Distances. All distances specified in this section shall be measured in the following manner:
1. For schools, Day-Care, parks, or youth centers, the distance shall be measured in a straight line from the subject property line to the closest property line of the lot on which the Commercial Production Cannabis Activity is to be located without regard to intervening structures.
 2. For determining distance to residential zones, the distance shall be measured in a straight line from the subject building to the closest dwelling unit on the lot on which the cannabis production business is to be located without regard to intervening structures.

SECTION 16. Section 127.08 (No Transfer or Change in Ownership or Location) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

An Owner who obtains a Permit under this chapter may not sell, transfer, pledge, assign, grant an option, or otherwise dispose of his or her ownership interest in the Commercial Cannabis Production Activity covered by any Permit issued under this Chapter without a written request

deemed appropriate by Chief Executive Office of the CITY, or his/her designees, and City Council approved, fully executed and effective Development Agreement.

The Licensed Premises shall only be the geographical area that is specifically and accurately described in executed documents verifying lawful possession. No Licensee is authorized to relocate to other areas or units within a building structure without first filing a change of location application, paying any applicable processing fees, and obtaining approval from the City Council, regardless of any possessory interest or right to possession to such additional space.

SECTION 17. Subsection F (Application) of Section 127.09 (Altering or Modifying Location) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

- F. Application. The City Council or its designee may grant approval for the types of changes, alterations, or modifications described herein upon the filing of an application by the Licensee and payment of any applicable fee. The Licensee must submit all information requested by the city council or its designee including but not limited to documents that verify the following:
1. The Licensee will continue to have exclusive possession of the premises, as changed, by ownership, lease, or rental agreement, and sole control of all production; and
 2. The proposed change conforms to any and all City restrictions related to the time, manner, and place of regulation of the commercial production cannabis activity.

SECTION 18. Subsection A (No CITY Liability) of Section 127.13 (Limitations on City's liability) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

- A. No CITY Liability. To the fullest extent permitted by law, the CITY does not assume any liability whatsoever, with respect to approving any Permit pursuant to this chapter or the operation of any Commercial Production Cannabis Activity approved under to this Chapter.

SECTION 19. Section 127.17 (Statewide Regulation) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

This Chapter, and the provisions herein, shall be read consistent with any statewide regulation of Commercial Cannabis Production Activity now and in the future. This ordinance shall govern the conduct of a business allowed to operate a commercial cannabis production activity in the CITY.

SECTION 20. Section 127.17 (Interpretation) of Chapter 127 (Medical and Adult Use Commercial Cannabis) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

The provisions of this Chapter shall be read to be consistent with State laws, this chapter, and this Code. At no time shall a Commercial Production Cannabis Activity in compliance with state law and this Code be deemed to be an unlawful business.

SECTION 21. Part 10 (Medical Marijuana/Cannabis Dispensaries) of Section 153.120 (Standards for Specific Land Uses and Activities) of Chapter 153 (Zoning Code) of Title XV (Land Usage) of the City Municipal Code is hereby repealed in its entirety and amended to read as follows:

Part 10. Cannabis Retailers

153.120.320: Intent and Purpose

The purpose of regulating cannabis retailers is to comply with California state law in a manner designed to minimize negative impact on the City, and to promote the health, safety, morals, and general welfare of residents and businesses within the City.

153.120.330: Use Regulations

Pursuant to the authority delegated by the State to the City under Section 26054(b) of the State Business & Professions Code and overriding the location and design requirements contained in Section 26054(b) of the State Business & Professions Code, cannabis retailers in the City shall be subject to the following land use regulations:

- A. Subject to the requirements of Title XI, Chapter 127.5, Cannabis Retailers, of this Code (in particular the possession of a retail cannabis business permit) and the requirements of Title XI, Chapter 127.6, Cannabis Retailer Tax, of this Code, cannabis retailers shall be a land use permitted by right on property zoned Industrial (I) or Industrial-Commercial (I-C).
- B. A cannabis retailer permitted pursuant Section 127.5.06 of this Code shall not be located on property within (1) six-hundred (600) feet of a school, day-care, or youth center or (2) fifty (50) feet of a dwelling unit within a residential zone.
- C. All distances specified in this Subpart 153.120.330 shall be measured in the following manners:
 - 1. For schools, day-care, youth centers, or cannabis retailers, the distance shall be measured in a straight line from the subject property line to the closest property line of the lot on which the cannabis retailer is to be located without regard to intervening structures.
 - 2. For determining distance to dwelling units within residential zones, the distance shall be measured in a straight line from the subject building to the closest dwelling unit on the lot on which the cannabis retailer is to be located without regard to intervening structures.
- D. A cannabis retailer permitted pursuant Section 127.5.06 of this Code or which transfers locations pursuant to Section 127.5.12 of this Code shall not be located on property within (1) six-hundred (600) feet of a school, day-care, or youth center, (2) fifty (50) feet of a dwelling unit within a residential zone, or (3) two thousand (2,000) feet of another cannabis retailer.
- E. Notwithstanding any of the above requirements contained in Sub-Subparts A through C, cannabis retailers shall be a land use permitted by right on property that is or was covered by a development agreement entered into and approved pursuant to Chapter 127 of the

City Municipal Code prior to January 1, 2018, subject to the remaining requirements of Title XI, Chapter 127.5, Cannabis Retailers, of this Code (in particular the possession of a retail cannabis business permit) and the requirements of Title XI, Chapter 127.6, Cannabis Retailer Tax, of this Code.

SECTION 22. Subpart 153.120.560 (Intent and Purpose) of Part 18 (Medical and Adult Cannabis Cultivation, Manufacturing and Distribution) of Section 153.120 (Standards for Specific Land Uses and Activities) of Chapter 153 (Zoning Code) of Title XV (Land Usage) of the City Municipal Code is hereby amended to read as follows:

The purpose of regulating commercial cannabis production activity (as defined in Chapter 127 of this Code) is to comply with California state law in a manner designed to minimize negative impact on the CITY, and to promote the health, safety, morals, and general welfare of residents and businesses within the CITY.

SECTION 23. Subpart 153.120.570 (Use Regulations) of Part 18 (Medical and Adult Cannabis Cultivation, Manufacturing and Distribution) of Section 153.120 (Standards for Specific Land Uses and Activities) of Chapter 153 (Zoning Code) of Title XV (Land Usage) of the City Municipal Code is hereby amended to read as follows:

- A. Chapter 127: Medical and Adult Use Commercial Cannabis. All commercial cannabis production activity shall comply with all applicable provisions of Title XI, Chapter 127, Medical and Adult Use Commercial Cannabis Production, of this code.
- B. Outdoor Cultivation. Owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the CITY to use or allow such premise to be used for the outdoor cultivation of cannabis plants is prohibited in the CITY.
- C. Development Agreement Required. Prior to operating in the CITY and as a condition of issuance of a Permit, the applicant shall enter into a Development Agreement (as governed by California Government Code Section 65864, et seq.) with the City setting forth the terms and conditions under which the facility will operate that is in addition to the requirements of Title XI, Chapter 127, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed upon, approval of architectural plans (including site plan, floor plan, and elevation, to conform with manufacturing uses under the BPMC), and such other terms and conditions that will protect and promote the public health, safety, and welfare of all persons in the CITY.
- D. Maximum Number of Commercial Cannabis Permits. No more than 25 (twenty-five) permits issued pursuant to Title XI, Chapter 127, each with a maximum of 22,000 square feet of permitted Commercial Cannabis Production Activity may be allowed, maintained, or operated in the CITY at any time; except that, ~~Dispensaries~~ Distribution only, shall be allowed a maximum of 40,000 square feet.

SECTION 24. The preamble of Sub-Subpart E (Security) of Subpart 153.120.570 (Use Regulations) of Part 18 (Medical and Adult Cannabis Cultivation, Manufacturing and Distribution) of Section 153.120 (Standards for Specific Land Uses and Activities) of Chapter 153 (Zoning Code) of Title XV (Land Usage) of the City Municipal Code is hereby amended to read as follows:

- E. Security. All security requirements set forth in Title XI, Chapter 127, Medical and Adult Use Commercial Cannabis Production, of this code are applicable.

SECTION 25. The definition of "Characterizing flavor" in Section 125.010 (Definitions) of Chapter 125 (Tobacco Retail Licensing) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

"Characterizing flavor" means a taste or aroma, other than the taste or aroma of ~~cannabis or~~ tobacco, imparted either prior to or during consumption of a ~~cannabis or~~ tobacco product or any byproduct produced by the cannabis or tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, cotton candy, herb, bubble gum, spice, or any other flavor that is designed to mask the aroma and flavor of natural cannabis or tobacco or tobacco ~~or cannabis-~~related products. Characterizing flavor includes flavor in any form, mixed with, or otherwise added to, any ~~cannabis or~~ tobacco product or nicotine delivery device, including electronic smoking devices.

SECTION 26. The definition of "Electronic smoking device" in Section 125.010 (Definitions) of Chapter 125 (Tobacco Retail Licensing) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

"Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, or vape pen. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains ~~cannabis or~~ nicotine. Electronic smoking device does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

SECTION 27. The definition of "Flavored cannabis or tobacco product" in Section 125.010 (Definitions) of Chapter 125 (Tobacco Retail Licensing) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

"Flavored ~~cannabis or~~ tobacco product" means any tobacco ~~or cannabis~~ product, which imparts a characterizing flavor. There shall be a rebuttable presumption that a tobacco ~~or cannabis~~ product is a flavored tobacco ~~or cannabis~~ product if a tobacco ~~or cannabis~~ retailer or any employee or agent of a tobacco retailer has: (i) made a public statement or claim that the tobacco ~~or cannabis~~ product imparts a characterizing flavor; (ii) used text and/or images on the ~~cannabis or~~ tobacco retail product's labeling or retail packaging to explicitly or implicitly indicate that the ~~cannabis or~~ tobacco product imparts a characterizing flavor; or (iii) taken action directed to consumers that would be reasonably expected to cause consumers to believe the ~~cannabis or~~ tobacco product imparts a characterizing flavor.

SECTION 28. The definition of "Tobacco or Cannabis paraphernalia" in Section 125.010 (Definitions) of Chapter 125 (Tobacco Retail Licensing) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

"Tobacco ~~or Cannabis~~ paraphernalia" means any item designed or marketed for the consumption, use, or preparation of ~~cannabis or~~ tobacco products.

SECTION 29. The definition of "Tobacco or Cannabis product" in Section 125.010 (Definitions) of Chapter 125 (Tobacco Retail Licensing) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

"Tobacco or Cannabis product" means:

1. any product containing, made, or derived from ~~cannabis~~, tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, ~~edibles~~, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff;
2. any electronic smoking device that delivers ~~cannabis~~ or nicotine or and other substances to the person inhaling from the device, including, but not limited to an electronic device, cigarette, electronic cigar, electronic pipe; or
3. any component, part, or accessory intended or reasonably expected to be used with a tobacco or cannabis product, whether or not sold separately or any of these contains ~~cannabis~~, tobacco or nicotine.

"Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

SECTION 30. The definition of "Tobacco or Cannabis retailer" in Section 125.010 (Definitions) of Chapter 125 (Tobacco Retail Licensing) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

"Tobacco or Cannabis retailer" means any person who sells from a retail establishment, offers for sale from a retail establishment, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia from a retail establishment. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of ~~cannabis~~ or tobacco products or ~~cannabis~~ or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

SECTION 31. Subsection H of Section 125.020 (Requirements and Prohibitions) of Chapter 125 (Tobacco Retail Licensing) of Title XI (Business Regulations) of the City Municipal Code is hereby amended to read as follows:

- H. No tobacco or cannabis retailer shall sell or offer for sale or possess with the intent to sell or offer for retail sale in the City of Baldwin Park, any ~~flavored cannabis~~ or flavored tobacco product or any component, part, or accessory intended to impart or imparting a characterizing flavor in any form, to any ~~cannabis~~ or tobacco product or nicotine or ~~cannabis~~ delivery device, including electronic smoking devices. There shall be a rebuttable presumption that a ~~cannabis~~ or tobacco product is a flavored ~~cannabis~~ or tobacco product if a ~~cannabis~~ tobacco retailer or any employee or agent of a ~~cannabis~~ or tobacco retailer has:
 1. made a public statement or claim that the ~~cannabis~~ or tobacco product imparts a characterizing flavor;

2. used text and/or images on the ~~cannabis~~-or tobacco product's retail labeling or retail packaging to explicitly or implicitly indicate that the ~~cannabis~~-or tobacco product imparts a characterizing flavor; or
3. taken action directed to consumers in the retail business that would be reasonably expected to cause consumers to believe the ~~cannabis~~-or tobacco product imparts a characterizing flavor.

SECTION 32. Categorically Exempt from CEQA. The People of the City find that the actions contemplated by this Measure, including the issuance of retail cannabis business permits, are categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(2) and Section 15060(c)(3) of Title 14 of the State Code of Regulations and the holding by the State Supreme Court in *Tuolumne Jobs & Small Business Alliance v. Superior Court* (2014) 59 Cal.4th 1029. Further, the People of the City find that pursuant to Part 10 of Section 153.120 of Chapter 153 of Title XV of the City Municipal Code as codified by this Measure, cannabis retailers are a use permitted by right in certain zoning districts within the City. As permitted in those zoning districts, cannabis retailers are similar to already existing permitted general uses in those zoning districts with the only difference being the type of product being delivered or sold.

SECTION 33. Conflicting Measures. The People of the City find and declare that the provisions of this Measure relating to the regulation and taxation of cannabis retail sales in the City may conflict with one or more provisions of other initiative measures. It is the intent of the People that if this Measure receives a greater number of affirmative votes than a conflicting measure at the same election, this Measure shall prevail in its entirety over a conflicting measure.

SECTION 34. Inconsistencies. Any provision of the City Municipal Code or appendices thereto inconsistent with the provisions of this Measure, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Measure.

SECTION 35. Severability. If any provision, section, paragraph, sentence, phrase, or word of this Measure is rendered or declared invalid, illegal, or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, such unconstitutionality, illegality, or invalidity shall only affect such provision, section, paragraph, sentence, phrase, or word and shall not affect or impair any remaining provisions, sections, paragraphs, sentences, phrases, or words, or the application of this Measure to any other person or circumstance, and to that end, the provisions hereof are severable. It is hereby declared to be the intention of the People of the City that that this Measure would have been adopted had such unconstitutional, illegal, or invalid provision, section, paragraph, sentence, phrase, or word not been included herein.

SECTION 36. Liberal Construction. This Measure is an exercise of the initiative power of the People of the City to provide for safe and regulated access to cannabis and cannabis products, and shall be liberally construed to effectuate that purpose.

SECTION 37. Legal Defense. If approved by a simple majority of voters, and thereafter challenged in court of competent jurisdiction, the City shall defend this Measure in such court of competent jurisdiction. The People of the City by approving this Measure by a simple majority of voters hereby declare that the proponent(s) of this Measure have a direct and personal stake in defending this Measure from constitutional or statutory challenges to this Measure's validity or implementation. In the event the City fails to defend this Measure, or the City fails to appeal an

adverse judgment against this Measure, in whole or in part, in any court of competent jurisdiction, this Measure's proponent(s) shall be entitled to assert his, her, or their direct personal stake by defending this Measure's validity and implementation in any court of competent jurisdiction and shall be empowered by the People through this Measure to act as agents of the People of the City, and the City shall indemnify the proponent(s) for reasonable attorneys' fees.

SECTION 38. Effective Date. This Measure shall be in full force and effect upon the tenth day following certification by the City Council of the election returns indicating passage of this Measure by a majority of the voters casting votes on this Measure.

SECTION 39. Amendment. After three-hundred-sixty-five (365) days following the effective date of this Measure, the City Council may, pursuant to the procedures set forth in the State Government Code and the City Municipal Code and without prior approval of the electorate, amend Section 127.5.07 of the City Municipal Code enacted by this Measure, by the adoption or amendment of one or more ordinances to provide for the issuance retail cannabis business permits, provided that such ordinance or amendment is adopted by a two-thirds vote of the entire membership of the City Council and meets the minimum standards set forth in Subsection A of Section 127.5.07 of the City Municipal Code.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: December 21, 2022
SUBJECT: Accept Completed Improvements and Authorize Close-Out of Project Expenditures for the Serenity Homes Family Bridge Housing Site Project, Consisting of Equipment and Material Procurements, Site Preparation and Construction Work

SUMMARY

This report seeks City Council Consideration for acceptance of project improvements and close-out of related expenditures for the Serenity Homes Project, formerly known as, the Garvey Family Bridge Housing Site Project. Improvements included installation of modular shelter units, shower and restroom trailers, electrical equipment including electrical connections to shelters, installation of security surveillance system, construction of wooden deck, installation of plumbing equipment to trailer facilities, ADA compliancy work, decorative pavement paint, fence alterations, site landscaping and site preparation. The funds for the project would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HPPP).

RECOMMENDATION

It is recommended that the City Council:

1. Approve final expenditures for materials procurement and placement for:
 - a. Greenshine, Inc. for purchase of portable lighting fixtures in the amount of \$25,706.00
 - b. Montondo Trailer, LLC for procurement of trailers in the amount of \$220,000.00; and
 - c. Boss Homes, LLC for procurement of shelters in the amount of \$415,294.00; and
2. Approve contract services expenditures from:
 - a. A-Co Temporary Power for installation of a light pole in the amount of \$510.00; and
 - b. AmRamp Los Angeles for installation of ADA ramps for accessibility to restrooms and ADA units in the amount of \$15,726.79; and
 - c. APN Landscaping, Inc. for landscaping services in the amount of \$3,850.00; and
 - d. Automation Solutions, Inc. for installation of electrical equipment, site connections and HVAC installations in the amount of \$62,080.42; and
 - e. Brightview Painting Company for building painting services in the amount of \$10,300.00; and
 - f. ConvergeOne for installation of the camera security surveillance system in the amount of \$27,736.97; and
 - g. Greg Ruvalo for installation of fencing, site preparation services and garage upgrades in the amount of \$61,025.00; and
 - h. Home Depot for material procurement for the construction of wooden deck in the amount of \$12,850.00; and
 - i. On Line Engineering for land surveying services in preparation of the topographic survey map utilized for the design of the site in the amount of \$3,500.00; and
 - j. Ram Construction & Fencing LLC for construction of Wooden Deck and site improvements related to ADA compliancy in the amount of \$74,844.00; and
 - k. San Gabriel Valley Habitat for Humanity for construction management services for assembly of the Tiny Homes in the amount of \$4,093.65; and

- l. SewerPros for plumbing services involving connections to restroom building and laundry facilities and site preparation in the amount of \$25,182.00; and
 - m. Sign-A-Rama for procurement and installation of a new Serenity Homes sign on the decorative fencing in the amount of \$2,267.49; and
 - n. Superior Painting for decorative pavement paint services in the amount of \$15,128.00; and
3. Authorize the Director of Finance to appropriate \$47,094.32 to Account No. 270-50-520-58100-55023 for final expenditures related to project close-out costs; and
4. Authorize the Director of Finance to make the necessary budget adjustments and authorize the Director of Public Works to process invoices including reimbursement request made to the SGVRHT for qualified expenditures.

FISCAL IMPACT

There is no impact to the General Fund. City expenditures have been pre-approved and will be reimbursed by the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). Although project expenditures were approved for \$933,000.00, an appropriation of \$47,094.32 from fund 270-50-520-58100-55023 for the current fiscal year (FY 2022-23) is required for unanticipated costs for this project closeout.

BACKGROUND

In the summer of 2021, the SGVRHT received a State Budget Earmark of \$20 million to address the affordable housing shortage and homeless crisis in the San Gabriel Valley. Last Fall, the SGVRHT solicited interested cities to submit a Letter of Intent and Application for funding under the HHPP. The City Council directed staff to apply for the HHPP grant and Baldwin Park was awarded \$1,125,000 to develop and operate housing for homeless families at 13167 Garvey Avenue.

At their February 16, 2022, City Council Meeting, City Council Provided staff direction to enter into an agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) to receive the grant funds and commence development of the program. Also, at this meeting, the City Council directed staff to prepare a site plan and schematic design for the development and, when ready, return at a subsequent City Council meeting for review, discussion, and direction thereof.

On April 20, 2022, the Mayor and City Council provided direction to proceed with procurement of long-lead items to meet the project's schedule.

On June 1, 2022, the City Council reviewed and approved the proposed site layout and schematic design and authorized staff to commence the community engagement and site development phases of the project.

On June 15, 2022, the City Council approved procurement proposals and set not-to-exceed expenditure limits for various facets of development for the project. A total not-to-exceed amount of \$272,000.00 for professional services and material procurement for the development of the project was authorized. Additionally, the City Council provided authorization for the Director of Finance to make necessary budget adjustments and processing of invoices including reimbursement requests for qualifying expenditures.

DISCUSSION

City staff has been actively working with the various stakeholders, including SGVRHT, coordinating with SRK architects, shelter vendor, electrical engineer and others in the development of the site. In addition to site preparation and site landscaping, city staff took on additional construction related

components such as construction management, procurement of materials, coordination with various professional services consultants and in-house support from the Public Works Maintenance Division.

Per the report prepared for the June 15, 2022 City Council meeting, not all third-party partners, consultants and contractors necessary to complete the development of the site had been selected. The not-to-exceed expenditure limits were approximate in nature, however given the stringent timeline, this required City Council approval to set said limits in order to begin procuring professional and contractual services in order to expedite the development of the site. Furthermore, balancing the limit amounts per discipline as noted on the table included below, the project exceeded the not-to-exceed amount by \$47,094.32. There were various factors contributing to this exceedance, including an evolving scope of work as the site was being developed. Such changes included, necessary upgrades to bring building structures up to code and avoid safety concerns, upgrades to buildings proposed for office space, storage space and homework room including electrical and HVAC additions, demolition of unpermitted structures from the previous owner and added costs attributed to expediting construction work to meet the projects stringent deadline. The project is substantially complete, and the various contractors have met the requirements for the project closure. The final construction costs are \$319,094.32 which excludes the costs for the shelter homes, trailers and portable solar lights.

Category	Vendor	Invoiced Amount	Total Amount	Approved Amount	Change
ADA Construction	AmRamp	\$ 12,072.11	\$ 28,650.79	\$ 35,000.00	\$ 6,349.21
	AmRamp	\$ 3,654.68			
	Ram Const. and Fencing LLC	\$ 12,924.00			
AC Pavement Paint	Superior Paint	\$ 15,128.00	\$ 15,128.00	\$ 25,000.00	\$ 9,872.00
Carpentry Services	Home Depot	\$ 12,850.00	\$ 43,400.00	\$ 50,000.00	\$ 6,600.00
	Ram Const. and Fencing LLC	\$ 3,150.00			
	Ram Const. and Fencing LLC	\$ 2,900.00			
	Ram Const. and Fencing LLC	\$ 20,500.00			
	Ram Const. and Fencing LLC	\$ 2,400.00			
	Ram Const. and Fencing LLC	\$ 1,600.00			
Electrical Services	A-Co Temporary Power	\$ 510.00	\$ 62,590.42	\$ 35,000.00	\$ (27,590.42)
	Automation Solutions Inc.	\$ 40,511.35			
	Automation Solutions Inc.	\$ 6,300.00			
	Automation Solutions Inc.	\$ 3,504.37			
	Automation Solutions Inc.	\$ 1,065.95			
	Automation Solutions Inc.	\$ 7,032.50			
	Automation Solutions Inc.	\$ 3,666.25			
Fencing Services	Greg Ruvalo	\$ 23,200.00	\$ 36,740.00	\$ 25,000.00	\$ (11,740.00)
	Greg Ruvalo	\$ 5,980.00			
	Greg Ruvalo	\$ 7,560.00			
Plumbing Services	SewerPros	\$ 20,682.00	\$ 20,682.00	\$ 30,000.00	\$ 9,318.00
Security Services	ConvergeOne	\$ 21,320.72	\$ 27,736.97	\$ 40,000.00	\$ 12,263.03
	ConvergeOne	\$ 6,416.25			
Site Landscaping	APN Landscaping, Inc.	\$ 3,850.00	\$ 3,850.00	\$ 12,000.00	\$ 8,150.00
Site Preparation	Brightview Painting	\$ 6,850.00	\$ 80,316.14	\$ 20,000.00	\$ (60,316.14)
	Brightview Painting	\$ 450.00			

Category	Vendor	Invoiced Amount	Total Amount	Approved Amount	Change
	Brightview Painting	\$ 1,200.00			
	Brightview Painting	\$ 1,800.00			
	Greg Ruvalo	\$ 12,660.00			
	Greg Ruvalo	\$ 5,750.00			
	Greg Ruvalo	\$ 5,875.00			
	On-Line Engineering	\$ 3,500.00			
	Ram Const. and Fencing LLC	\$ 4,550.00			
	Ram Const. and Fencing LLC	\$ 3,500.00			
	Ram Const. and Fencing LLC	\$ 11,070.00			
	Ram Const. and Fencing LLC	\$ 12,250.00			
	Ram Const. and Fencing LLC	\$ 4,093.65			
	SewerPros	\$ 4,500.00			
	Sign-A-Rama	\$ 2,267.49			
Solar Lighting	GreenShine	\$ 25,706.00	\$ 25,706.00	\$ 25,706.00	\$0.00
Mod. Shelter Units	Boss Homes	\$ 415,294.00	\$ 415,294.00	\$ 415,294.00	\$0.00
Restroom/showers	Montondo Trailers	\$ 220,000.00	\$ 220,000.00	\$ 220,000.00	\$0.00
Totals		\$ 980,094.32	\$ 980,094.32	\$ 933,000.00	\$47,094.32

To complete the project close-out, a request for an appropriation is requested in the amount of \$47,094.32 to cover the service providers costs associated with the completion expenditure report for SGVRHT reimbursement request. Staff recommends that the City Council approve the appropriation, accept the improvements, and authorize staff to file a request for reimbursement from SGVRHT.

ALTERNATIVES

1. The City Council may provide staff with alternate direction.

CEQA REVIEW

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

LEGAL REVIEW

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

ATTACHMENTS

1. Quote for the various work items
2. Approved Change Orders
3. Final Invoices for approved work

PURCHASE REQUISITION

P.O. #: _____

Vendor #:

Order Date:

Fax #:

ANNUAL PURCHASE ORDER FY 2021-2022

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Tiny Homes - Land Surveyor services per proposal at 13167 Garvey Avenue	270-50-520-58100-55023		3,500.00
					Subtotal:	3,500.00
					Tax:	
					Shipping:	
					Total:	3,500.00

Please provide justification for purchase below:

Land Surveying services for Tiny Homes Project. Lowest quote provided by On-Line Engineering.

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	On-Line Engineering	(626) 791-3980	Robert G. Martinez	\$ 3,500.00
☒ Email	Cal Land Engineering & Associates, Inc.	(714) 671-1050	Jason Lee	\$ 4,500.00
☐ Internet	TAIT	(714) 560-8200	David Sloan	\$ 8,500.00
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes: Bernardo Navarrete

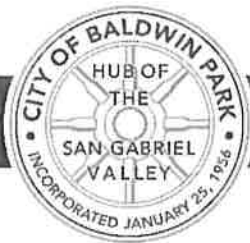
Division Head Approval:

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

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

Revised 6-27-2019

Samuel Williams 3/16/22



Sam Gutierrez, Director of Public Works

February 9, 2022

Robert G. Martinez, P.L.S., P.E.
President
On-Line Engineering
908 Waverly Pl.
West Covina, CA 91790

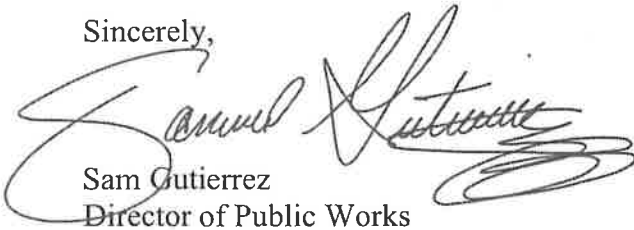
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

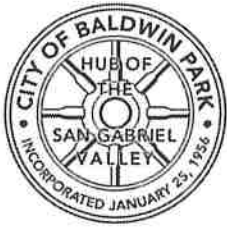
Dear Mr. Martinez,

This letter will serve as your **NOTICE TO PROCEED** with the preparation of the topographic survey map. This notice is issued based on the agreed cost proposal dated January 28, 2022. A purchase order will be issued for \$3,500. You are hereby notified that the Effective Start Date for the project is February 9, 2022.

Concurrently, with the commencement of work, you must provide proof of liability and worker's compensation insurance and a City Business License. If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,


Sam Gutierrez
Director of Public Works



CITY OF BALDWIN PARK

MEMORANDUM

TO: Sam Gutierrez

FROM: Bernardo Navarrete, Engineering Assistant

COPY: Rose Tam, Finance Director/John Beshay, Engineering Manager

DATE: February 2, 2022

SUBJECT: On-Line Engineering – (Surveyor - 13167 Garvey Ave. | Tiny Homes)

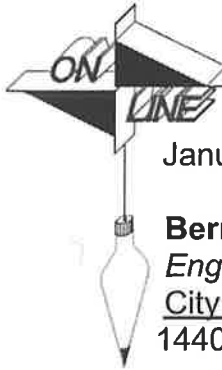
The Tiny Homes project located at 13167 Garvey Avenue is kicking off and the first item needed to begin assessing the site is to procure an existing topographic survey map prepared by a land surveyor. This map will consist of the boundary line, existing structures, at-grade utilities and existing elevations to evaluate the grades for ADA compliancy. Additionally, this map will serve as a base map to be utilized to determine the optimal layout for the proposed Tiny Homes.

Staff has sourced quotes from competitive vendors to provide land surveying services for the site. The three vendors sourced are; On-Line Engineering, Cal Land Engineering & Associates, Inc. and TAIT. Staff recommends to proceed with On-Line Engineering who has provided the lowest quote and will provide the services needed to aid us in our project. Additionally, On-Line Engineering prepared the previous topographic survey map for the Tiny Homes project located at 14137 Garvey Ave.

Company	Quoted Amount
On-Line Engineering	\$3,500.00
Cal Land Engineering & Associates	\$4,500.00
TAIT	\$8,500.00

The total cost for this work including an electronic submittal in PDF and AutoCAD format is not-to-exceed \$3,500. This amount is within the Director of Public Works signature authority per the City's purchasing policy. Upon notice to proceed, On-Line Engineering will begin scheduling a survey crew and will provide a timeline for delivery for the Tiny Homes project.

The cost for this work would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) for reimbursement.



ENGINEERING

PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING

January 28, 2022

Bernardo Navarrete
Engineering Assistant
City of Baldwin Park | Public Works
14403 E. Pacific Avenue, CA 91706

**REFERENCE: PROPOSAL FOR TOPOGRAPHIC MAPPING – 13167 GARVEY AVENUE –
BALDWIN PARK, CA 91706**

Dear Mr. Navarrete,

ON-LINE Engineering is pleased to be given the opportunity to provide professional services relating to the above referenced property. We understand that you are interested in obtaining a topographic survey over the entire property. Based upon the information provided by you, the following survey scope of services is proposed:

TASK 1.0 – RESEARCH

Research will be conducted at the County Recorder's office, the County Assessor's office and the City to obtain record mapping, centerline tie, and benchmark information.

TASK 2.0 – BOUNDARY ANALYSIS

From the information obtained above, and a Title Report or Grant Deed (provided by you), the record boundaries will be analyzed to determine the locations of the property lines. The mitigation of complex boundary issues, errors, or disputes is not included herein.

TASK 3.0 – FIELD SURVEY

A Field Survey will be performed to measure the above ground features and topography within the subject property. Items, if accessible, to be measured include: buildings, structures, trees (6" diameter and greater), walls, fences, exposed utilities, hardscape and landscape features, elevations throughout, and other pertinent site culture. This **DOES NOT** include the setting of property corner markers and the filing of a Record of Survey with the County Recorder's office.

Cal Land Engineering & Associates, Inc.
Land Surveying, Geotechnical, Environmental, and Civil Engineering

2

January 25, 2022

City of Baldwin Park – Public Works
Attn: Mr. Bernardo Navarrete
14403 E. Pacific Ave.
Baldwin Park, CA 91706

Subject: Proposal for Land Surveying Services, 13167 Garvey Avenue, APN: 8556-021-045/8556-021-903, Baldwin Park (Incorporated), California. CLE Proposal No. 22-1136SURa

Ladies and Gentlemen:

In response to your request, CLE is pleased to submit this proposal of Land Surveying Services for the subject site. The following presents our proposed scope of works and estimated cost. The proposed scope of services and their associated fees are based on our experience of the area.

- Topographic Survey: includes necessary contour lines, and spots elevations throughout the lot, street elevations, utilities locations such as water/gas meter, sewer manhole along property frontage. An easement plot with an up-to-date title report (with hyperlinks to easements) shall be provided by the clients.
 - Includes Civil 3D Surface Model
- Record of Survey Filing with the County of Los Angeles

The total cost of the above scope of services, provided that the scope of work does not change, will be on the order of \$4,500.00. Any services not explicitly stated above, such as corner staking, are not included within CLE's scope of works. Client shall be responsible for all plan/report processing, submittals, and fees.

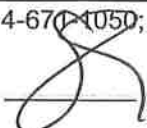
Payment Schedule

Initial Payment	\$3,000.00
Topographic Survey Completion	\$1,500.00

Payment Terms:

- Payment to CLE is unconditional and non-contingent including Client's inability to secure favorable financing.
- Client shall be responsible for all rescheduling and cancellations fees should on-site access for any personnel and/or equipment be deemed infeasible by CLE personnel. This shall be valid after confirmation from the property owner/manager or individual/entity relevant to the property that on-site access is feasible, available, or provided. Rescheduling and cancellation fees shall be in accordance with CLE's hourly fee as specified under Extra Work and/or Change in Scope of Work of this contract as well as any additional fees levied by CLE's subcontractors.
- Client shall pay the amount for any Plan, Map, and Report Completion upon initial completion of the relevant design, that is, prior to the first plan check or review. CLE reserves the right to withhold further work or actions, including but not limited to further plan review or addressing of corrections by the city/county, until this payment has been settled. Once CLE has received this payment from the Client, CLE will review and adjust the relevant design until Approval by the city/county or if otherwise indicated by the Client.

Mailing Address: 574 E. Lambert Road, Brea, California 92821; Tel: 714-671-1050; Fax: 714-671-1090

Initial:  Date: _____

These terms do not account for site plan or condition revisions by the Architect or Client – CLE reserves the right to withhold further actions if excessive site plan changes by the Client or Architect significantly increase CLE's amount of work until an addendum contract for additional Engineering services is signed and payment is received by CLE. Excessive is defined as three (3) site plan revisions prior to approval of CLE's Plan, Map, or Report.

- CLE will provide Client with periodic invoices accurately reflecting as appropriate the progress of the services and/or the current expenditures of professional time, and reimbursable expenses. Each invoice shall be due and payable upon receipt, and delinquent 30 days after its date. In the event of delinquency, interest shall accrue from the invoice date at 1.5% per month, compounded monthly, or the highest rate permitted by California law, whichever is lower, with payments applied first to accrued interest, and CLE may suspend its performance under this Proposal, withhold or withdraw any instruments of service or licenses or terminate this Proposal with no liability for so doing. No deductions shall be made from CLE's compensation on account of problems or losses for which it has not been held legally liable.
- The reimbursable expenses for which Client shall be responsible at a multiple of 1.15 include without limitation all costs reasonably incurred for document reproduction, deliveries, travel, long distance telephone and facsimile charges, and any fees or costs advanced as a Client accommodation.
- CLE's fee shall be equitably adjusted in the event of significant changes to the Project's scope or schedule, or should Client expressly request expedited performance.
- All retainers are held as credit for final invoice. All retainers are non-refundable, but may be returned at discretion of CLE.

Extra Work and/or Change in Scope of Work

With respect to any extra work and/or change in scope of work, Client shall compensate CLE in accordance with an hourly fee of \$120/hr. for work performed by its principal, \$100/hr. for work performed by an engineer and \$65/hr. for work performed by a technician.

Right of Entry

Client will provide for right of entry of CLE personnel, and other personnel and all equipment necessary in order to complete the work.

Standard of Care

Services performed by CLE under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession providing similar services at the same time under similar conditions and locality.

Termination and Disputes

This agreement and any addenda shall terminate immediately upon the occurrence of any of the following: i) completion of services as determined by mutual agreement and receipt of final payment; ii) the written agreement of the parties to terminate further services; iii) upon reasonable notice by Client to terminate service and payment of CLE's services to date; iv) upon reasonable notice by CLE to terminate services. Unless otherwise agreed to in writing, in the event this agreement is terminated by written agreement or notice by either party, CLE shall provide a final invoice to Client, which shall be paid within 30 days of the final invoice date. Reasonable notice may be immediate, but in no case shall exceed 30 days. In the event a dispute arises relating to the performance of the services to be provided under this agreement, it is agreed by the parties to endeavor to settle the dispute by no-binding mediation prior to the filing of a civil action. Either party may make a written demand for mediation that identifies the nature of the dispute and

Mailing Address: 574 E. Lambert Road, Brea, California 92821; Tel: 714-671-1050; Fax: 714-671-1090

Initial: _____ Date: _____

requiring the participation in mediation before initiating a civil action. The parties shall share the mediator's fee equally.

Additional Provision

CLE will assume responsibility for only the professional services expressly undertaken by this Proposal. Services beyond the scope of this Proposal for which CLE takes no responsibility, and for which CLE shall not be held liable, include, but are not limited to: (i) legal, financial, planning or environmental matters; (ii) hazardous waste/toxic substance, traffic, electrical, mechanical or structural engineering; or (iii) landscape architectural or irrigation design. Further and without limitation, CLE will not be responsible for delays or other matters beyond its reasonable control; for inaccurate or incomplete information provided to it by Client, other professionals retained by Client, or other reasonably reliable sources; for services or instruments of service provided by others even if incorporated into CLE's instruments of service for ease of reference or otherwise; for any subsurface site conditions or any surface or other conditions of which it has not been timely informed; for hazardous materials or toxic substance at the Project site; or for the actions or inaction of others including other consultants, utility companies and governmental or quasi-governmental agencies. The above proposed scope of services also excludes property/building corner staking, title reports, plan checking fees, permit fees, mailings, plan processing, and other governmental fees.

Limitation of Liability

In light of the disparity between CLE's fee and the potential liability for problems or alleged problems with the Project, it is agreed, acknowledged, and understood Client shall limit the total aggregate liability concerning or related to the Project of CLE and its consultants, if any, and its and their respective affiliated entities and individuals, on any and all legal and equitable theories and concerning any and all kinds and causes of losses, to the fullest extent allowed by law as to Client and the Project's contractor(s) to the amount of the CLE's fee received pursuant to this agreement.

Limitation of Actions—Parties

Notwithstanding anything to the contrary contained herein, it is agreed, acknowledged, and understood that the Client's sole and exclusive claim, demand, suit, judgment or remedy shall be directed and/or asserted only against CLE, a California corporation, and not against any of CLE's shareholders, engineers, surveyors, directors, officers or employees.

We appreciate the opportunity to submit this proposal. If you need any clarifications, please call us at your convenience.

Very truly yours,
CAL LAND ENGINEERING & ASSOCIATES, INC.


Jack C. Lee, Project Manager
RCE 40870, GE 2153, LS 8407

Contact: Jason, ext. 121

Dist: (1) Addressee

626-960-4011 ext. 115
bnavarrete@baldwinpark.com

Primary Contact (if different than Signer):

Name: _____

Tel.: _____

Email: _____

**PROJECT AUTHORIZATION
(FINANCIALLY RESPONSIBLE PARTY)**

Signature: _____

Name: _____

Mailing Address: _____

Tel. No. & E-mail Address: _____

Date: _____

Date: January 27, 2022

Bernardo Navarrete
Engineering Assistant
City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706
bnavarrete@baldwinpark.com

RE: Proposal to Provide Surveying Services for 13167 Garvey Avenue

Bernardo,

Thank you for allowing TAIT & Associates, Inc. the opportunity to provide this proposal to the City of Baldwin Park for providing surveying services as described below.

PROJECT DESCRIPTION

TAIT is pleased to submit this proposal to provide Surveying services for the City owned property, located at 13167 Garvey Avenue in the City of Baldwin Park. The work items below include the necessary hours for the preparation of Topographic and Boundary Survey. In addition, we are including as an optional service the preparation of a Record of Survey, should discrepancies be discovered in the field for record vs. found monuments.

Task 1: Topographic and Record Boundary Survey

TAIT will provide all field surveying services through our in-house surveying division. Upon verification of the anticipated limits of improvements, TAIT will set and obtain control for; and will survey the site to obtain the topographic base. All field data obtained will be reviewed in the office for accuracy. Sufficient spot grades will be noted to verify site contours. Boundary information will be based on record documents and a City provided Title Report and will indicate found monuments from the survey.

Alt 1: Aerial Drone Survey

At the City's option, TAIT can prepare an aerial drone survey to augment the field topographic survey so as to provide further context for adjoining improvements adjacent to the property. If drone survey is not authorized, survey will terminate at the interior face of wall/fence of the property line. This task includes both the field hours required to fly and collect the drone data with our in-house survey group as well as the costs associated with the photogrammetry processing of the data.

Alt 2: Record of Survey (Optional)

Due to the fact that boundary survey work will be included in this project, should it be discovered that discrepancies exist between field and record monumentation, a record of survey will be required to be filed at the county surveyor's office. This task includes hours for one additional day of extended monument search and surveying, office mapping and preparation of record of Survey document, and filing of the document at the county surveyors office. This task is presented as a time and material task due to the variable nature of monument locating unknowns.

CITY OF BALDWIN PARK

PURCHASE REQUISITION

P.O. #: _____

Vendor #: _____

Order Date:

Fax #:

ANNUAL PURCHASE ORDER FY 2021-2022

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Tiny Homes - Trailer Procurement per proposal at 13167 Garvey Avenue	270-50-520-58100-55023		110,000.00
			50% Payment Deposit - Final Payment will be processed upon delivery and acceptance of the items.			
					Subtotal:	110,000.00
					Tax:	
					Shipping:	
					Total:	110,000.00

Please provide justification for purchase below:

Trailer procurement for Tiny Homes Project. Lower quotes were not able to meet the timeline, minimum requirements and configuration specifications for this project.

*Quote for Portable Restroom Trailers excludes shipping and tax fees.

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

Method: 4/28		Vendors:	Phone # or Web Address:	Contact Person or Email:	Quotes:
☐	Telephone	Montondo Trailer	(716) 308-0829	Daniel Pfohl	\$ 220,000.00
☒	Email	Portable Restroom Trailers	(817) 318-6738	Scott Comerford	\$ 182,560.00 *
☐	Internet	AMS Global	(800) 789-1212	Clint Nelson	Non-Responsive
☐	Other (Please provide explanation):				

Name of employee who obtained / received quotes: Bernardo Navarrete

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)

Revised 6-27-2019



CITY OF BALDWIN PARK

MEMORANDUM

TO: Enrique Zaldivar, CEO

FROM: Sam Gutierrez, Director of Public Works

COPY: Rose Tam, Finance Director

DATE: April 27, 2022

SUBJECT: Montondo Trailer – (13167 Garvey Ave. | Tiny Homes)

On February 16, 2022, the City Council provided staff direction to enter into an agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) to develop and provide homeless housing and related services for homeless families at the City-owned property of 13167 Garvey Avenue as part of the Homeless Housing Pilot Program (HHPP). Due to the nature of the schedule and past experience developing the Esperanza Villa site, the City has prioritized sourcing vendors who can accommodate procurement of long-lead materials to be delivered and installed before the end of August 2022 ensuring that the site would be open for operations by the scheduled time.

Staff worked with various vendors and obtained several quotes. After diligent research it was determined that Montondo Trailer would be the best option for the unique requirements of the Tiny Home – Family Site project. Staff is recommending that the City proceed with Montondo Trailer for the material procurement and delivery of the trailers which will provide restrooms, showers and a laundry facility for the site. Montondo Trailer will be providing two (2) trailers; trailer one will provide five (5) restroom/shower combination rooms, one will be ADA accessible. Trailer two will provide a laundry facility with six (6) stacked washer/dryers and three (3) additional restrooms. The other quotes provided are outlined below and although the costs were lower, the lead-time and configuration being provided did not meet specifications and would not be feasible given the project's timeline and minimum site requirements.

Company	Quoted Amount
Montondo Trailer (Recommended)	\$220,000.00
Portable Restroom Trailers Note: 8-10 Month Lead-Time, Available models did not meet requirements	\$182,560.00 (Excludes Tax & Shipping)
AMS Global Note: 6-8 Month Lead-Time, Available models did not meet requirements	Non-Responsive

The total procurement cost is \$220,000. Staff is recommending that a notice to proceed be authorized for procurement of the trailers and other materials which have long lead times. The cost to begin manufacturing the two (2) trailers is a deposit for half of the overall cost which is \$110,000. The additional costs are for delivery and the remaining balance of the overall cost for the two (2) trailers. At its meeting held on April 20, 2022, the Mayor and City Council provided direction to proceed with procuring long-lead items to meet the project's schedule with staff taking a request for approval of the expenditures to City Council at a later time. Upon receipt of a notice to proceed, Montondo Trailer will provide a timeline for manufacturing and delivery of the two (2) trailers.

The funds for procurement would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program Grant (HHPP) on a reimbursement basis. However, the SGVRHT has provided the city with a 25% advance of funds totaling \$312,500 which covers the cost of procurement for the trailers.



Sam Gutierrez, Director of Public Works

April 25, 2022

Daniel Pfohl
Montondo Trailer, LLC
1800 Broadway St. 4C
Buffalo, NY 14212-2001

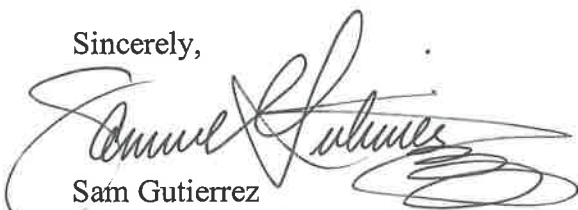
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Mr. Pfohl,

This letter will serve as your **NOTICE TO PROCEED** with the procurement of the trailers. This notice is issued based on the agreed cost proposal dated April 18, 2022 in the amount of \$220,000. A purchase order will be issued for \$110,000 as a 50% deposit to commence manufacturing. The remaining balance of \$110,000 will be provided with a second purchase order upon delivery of the trailers. You are hereby notified that the Effective Start Date for the project is April 25, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

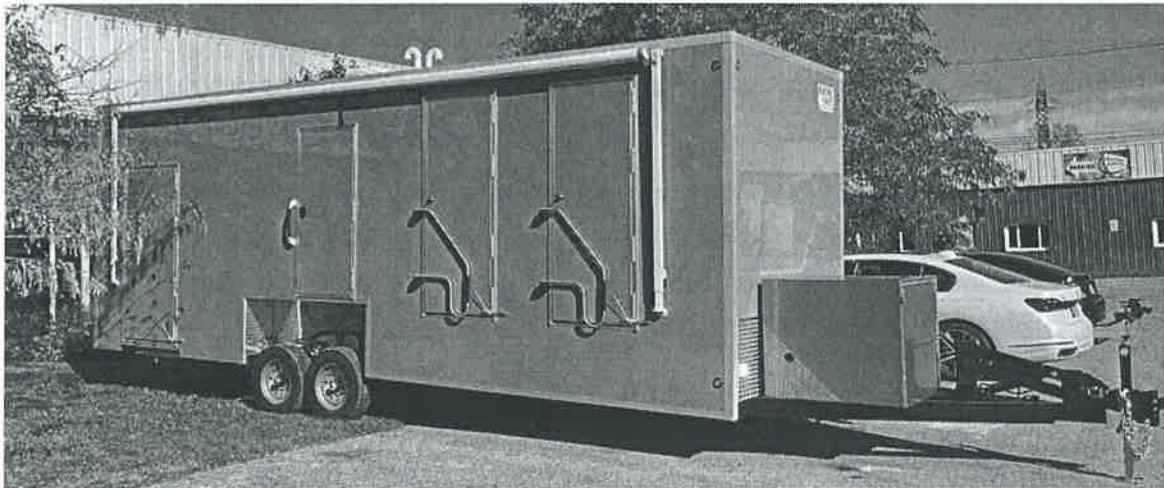
Sincerely,



Sam Gutierrez
Director of Public Works

MONTONDO
SHOWER
RESTROOM
COMBO
TRAILER.
800-680-2902

2022 – Handicap Accessible Trailer



Prepared For:
Bernardo Navarrete

Prepared By:
Montondo Trailer
April 18th, 2022
Daniel Pfohl
716-308-0829
daniel@montondotrailer.com



4/18/2022

Bernardo,

Thank you very much for the opportunity to work with you and your group to provide a restroom, shower and Laundry solution. We at Montondo Trailer take tremendous pride in what we do and would welcome you to join our growing list of satisfied clients.

All trailers built by Montondo Trailer are designed for ease of use, cleaning, maintenance, and repairs. Using standard commercial building principles, we have incorporated access to all plumbing and systems. Interior walls are metal framed and insulated (2' x 4' - 16" O.C.) with smooth FRP, PEX supply lines and each seam is sealed to create a moisture resistant barrier. Our waste/greywater tanks are rotationally molded poly, designed for ease of cleaning and longevity. The focus, on all of our builds and designs, is on providing a high quality product made to last, which will protect our clients investments.

As each unit is custom built, we have to opportunity to fine tune and adjust the project should the need arise. We offer a wide variety of designs and configurations and will work with you to provide the best possible solution for each unique application.

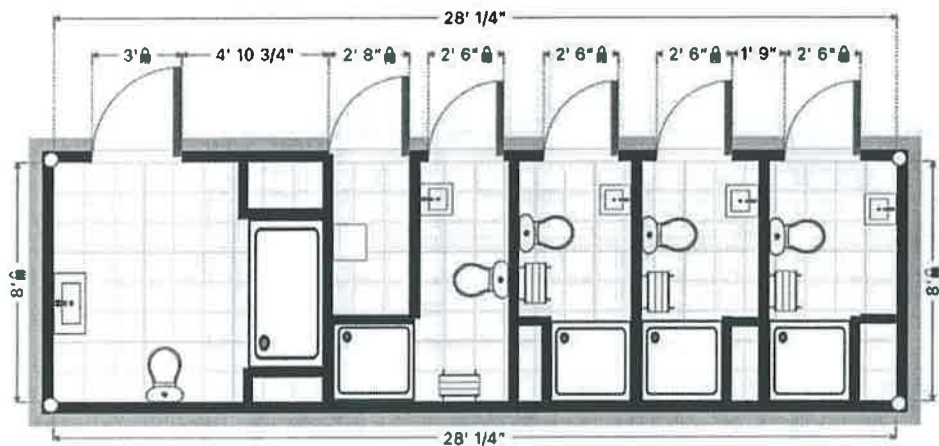
We look forward to working with you and appreciate any and all feedback along the way.

Sincerely,

Daniel Pfohl
Montondo Trailer, LLC
Daniel@montondotrailer.com
www.montondotrailer.com
1-800-680-2902 office 716-308-0829 Cell



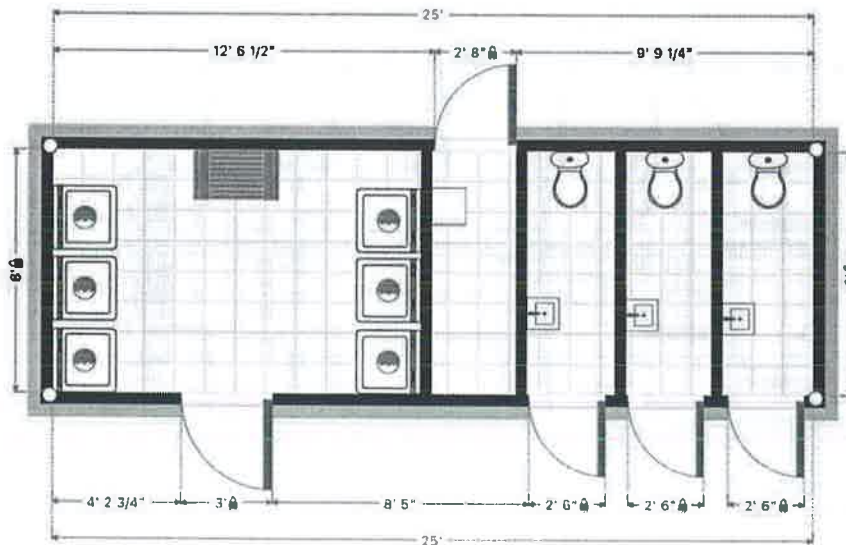
(OPTION 1) 28' x 8' – 5 Station Combination Trailer



Key Features:

- Standard Shower Room Featuring: 32" x 32" Shower Stall, Wall Sink, Folding Bench, Dometic China Bowl Toilet, Mirror and Bathroom Vent
- Handicap Accessible Shower Combo Featuring: ADA Shower, Bench, Sink, Toilet and Mirror and vent
- Customer Will Build ADA Ramp
- 15,000 BTU Air Conditioning
- Navien 199,000 BTU Hot Water On Demand Heaters
- Direct Connection To Natural Gas
- Direct Connection to Sewer and Waste Water
- Torsion Axles with Electric Runaway Brakes
- Commercial Flooring with Wash-down Package and floor drains
- White FRP wall cover
- LED Interior and Exterior Lighting

(OPTION - 2) 25' x 8' – 3 Station Restroom Trailer with Laundry



Key Features:

- Standard Restroom Room Featuring: Wall Sink, Dometic China Bowl Toilet, Mirror and Bathroom Vent
- Laundry Room Featuring: 6 Stackable Washer/Dryers, Laundry Table and Vent
- 15,000 BTU Air Conditioning
- Navien 199,000 BTU Hot Water On Demand Heaters
- Direct Connection To Natural Gas
- Direct Connection to Sewer and Waste Water
- Torsion Axles with Electric Runaway Brakes
- Commercial Flooring with Wash-down Package and floor drains
- White FRP wall cover
- LED Interior and Exterior Lighting



Purchase Agreement

Trailer 1

28' x 8' – 5 Station Combination Trailer
(Without ADA Ramp or Lowering System) - \$110,000 – Shipped

Trailer 2

25' x 8' 3 Station Restroom Trailer With Laundry
\$110,000 Shipped

90 – 130 Day Delivery Time

Standard Trailer Features: White Gelcoat Exterior, Marine grade sub floor system, 2 5/16 Ball Hitch, LED entrance lights, Mechanics Room, Electric Runaway Brakes, DOT LED lighting, 3" Banjo Clean out Valve, ¾ freshwater connection, Exterior power connection (to client spec), Heavy Duty Door Closures, Lockable doors knobs, Diamond Plate Rock Guard front of Trailer

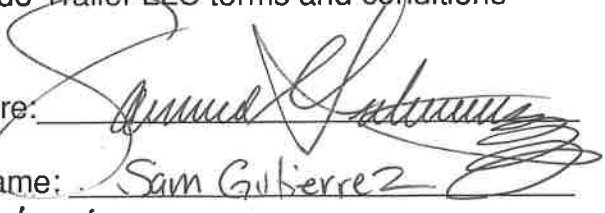
Shipping Terms: Shipping to be determined at \$2.25 per Mile from Buffalo NY

Standard Terms: Payments made in accordance with invoice amounts and terms up to 50% of cost for labor and materials. Balance due 10 days prior to delivery.

Any Payment by the Customer indicates the Customer agrees to our Terms and Conditions whether its signed or not. Cancellation of order, post deposit, will be subject to a 50% restocking fee based on gross sale price.

Items are the sole property of Montondo Trailer until full payment is made and must be turned over if payment isn't made within 90 days of delivery.

I the undersigned would like to purchase the items above in agreement with Montondo Trailer LLC terms and conditions

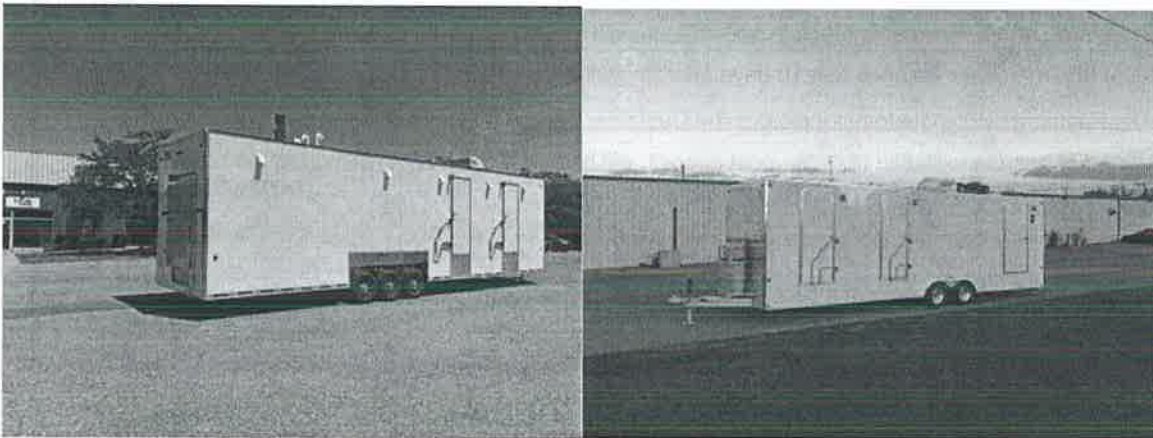
Signature: 

Print Name: Sam Gutierrez

Date: 4/28/2022



Sample Commercial Builds



REFERENCES:

Brian Griffin, Union County Sheriffs 704-506-6841

Dan Roy, Roys Barn 406-580-3463

Dr Joseph Wilson 919-698-2149

Alvin Miguez, Salvation Army 682-300-2415

AFFILIATIONS:

NATM – National Association of trailer manufacturers

PSAI – Portable Sanitation Association International



Warranty

MONTONDO TRAILER PARTS AND COMPONENTS WARRANTY

5 yr. on the Trailer frame that covers defects in material and workmanship. That does not include warranties on the following products used to manufacture the trailer. Tires, wheels, axles and jacks. These items are warranted by their Mfg.

MT reserves the right on a final decision on whether (after inspection) it is decided the trailer has been misused.

All warranties voided if it is determined by Montondo Trailer that damage to the unit was caused by transportation of the trailer with waste or water in either of the onboard holding tanks.

Product warranties for installed Restroom components:

- AC limited 2 yr. on all major components.
- Lippert Axle- 1yr- 6yrs based on unit used
- Dometic toilets- 1yr
- Sloan Waterless urinals- 1yr
- Water pumps- 1yr
- See Level tank monitor- 1yr
- Interior or exterior LED – 1yr (unless damaged)
- Custom made cabinets- no warranty (workmanship issues will be handled on a ICB)
- Timed faucets- 1 yr. limited
- Pre-made cabinets- ICB based mfg.
- Wall Heater- Limited 1 yr.
- Stall Partitions: Mfg. guarantees its powder coated steel units, properly maintained, against corrosion or Discoloration for 3 years from the date of receipt by the customer. If materials are found defective during that period or the reasons listed above, the material will be replaced free of charge. No credits or allowances will be issued for any labor or expenses relating to the replacement of components covered under the warranty plan.
- Fresh water vertical storage tank- 3 yr.
- Tires and Wheels & Jacks- TBD based on the tires used and size



WIRING INSTRUCTIONS:

Evans Bank
One Grimsby Drive
Hamburg NY 14075

BANK ABA # 022310121
Account # 10162410

ACCOUNT NAME:

Montondo Trailer LLC
1800 Broadway St. 4C
Buffalo NY 14212-2001

For incoming USD Foreign wires:
BANK SWIFT BIC: EVANUS33



Buy Back Program

Qualifications:

1. The restroom trailer must be purchased new from Montondo Trailer.
2. The restroom trailer must be owned by the purchaser for one full year from the date of initial purchase.
3. Montondo Trailer must be able to inspect the trailer within two months following the 1st anniversary of purchase.
4. You must contact us in month 12 from the purchase date & alert us that you wish to be eligible for the buyback policy.
5. Upon inspection Montondo Trailer will buyback the restroom trailer from you for up to 80%, of the original purchase price. Owner must be able to provide proof at inspection that the unit is completely functional.
6. Montondo Trailer will make a bid on the restroom trailer within 2 weeks of the inspection. Owner must prove they possess the title along with the owner's manual.
7. Upon agreed terms & payment Montondo Trailer will buy the restroom trailer & take possession.

Thank you,

Montondo Trailer, LLC.

Bernardo Navarrete

From: scott@portablerestroomtrailers.com
Sent: Wednesday, April 13, 2022 9:43 AM
To: Bernardo Navarrete
Subject: RE: Restroom/Shower/Laundry Trailers
Attachments: Buy Back Policy.pdf

You don't often get email from scott@portablerestroomtrailers.com. [Learn why this is important](#)

[CAUTION: External Email -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Bernardo,

Thanks for reaching out to PRT. I've attached our Buy Back Policy info; please take a look.

The closest configuration I'll have coming in June/July will be this ADA +2 Combo -

- ADA Shower Trailer Portable Restroom + 2 Station Combo | Perseverance Series - 3 Season New for Sale
<https://www.portablerestroomtrailers.com/ada-shower-trailer-2-station-restroom-combo-perseverance-series-3-season-package.html> Full Heat

I have ADA +2 Restroom ONLY Trailers available NOW -

- ADA Restroom Trailer +2 Station | MaritimePro Series - 3 Season Package New for Sale
<https://www.portablerestroomtrailers.com/ada-restroom-trailer-2-station-maritimepro-series-3-season-package.html> Full Heat

This will be the largest trailer that fits all of your criteria - Available to Order - 6-8 months -

- <https://www.portablerestroomtrailers.com/ada-shower-trailer-portable-restroom-2-station-laundry-combo-oahu-series-new.html>

We can look at combinations of 2 trailers if that's of interest. Any laundry trailer will be 6-8 months.

Let me know if you have any questions, or decisions.

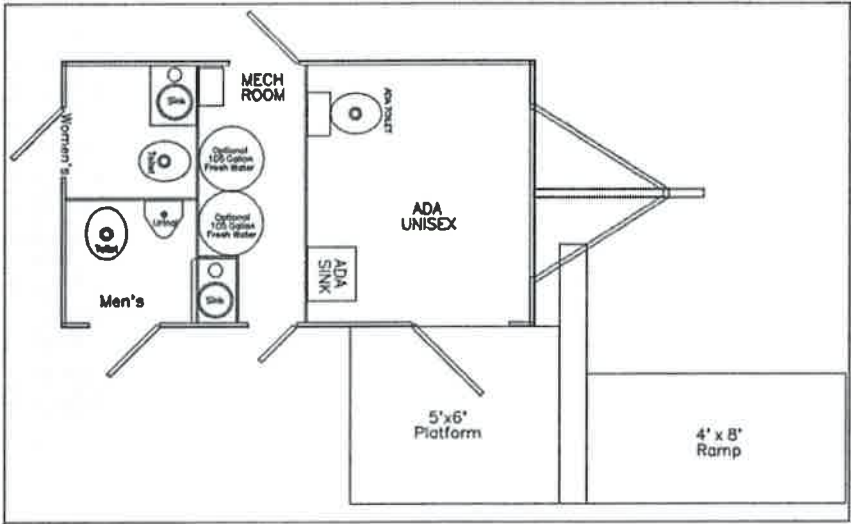
Thanks again,
Scott

Scott Comerford
National Accounts Sales Specialist
Portable Restroom Trailers, LLC
Direct: **817-318-6738**
Office: (877) 600-TOILETS [8645]
Email: scott@portablerestroomtrailers.com

Welcome Video: <https://www.youtube.com/watch?v=gBZ2aI4sVjE>



ADA Restroom Trailer +2 Station | Maritime Pro Series - 3 Season Package



Available Now
Be the first to review this product
\$96,490.00
Regular Price **\$97,990.00**

SKU# LGA104457

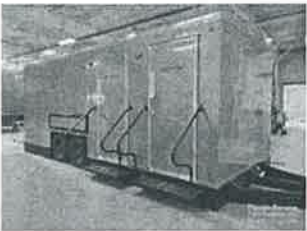
Qty

1

Financing as low as \$1,668 per month for 72 months QBO

✖ Small 🚻 2 Toilets ♿ 1 ADA Toilets 🚽 1 Urinals 👤 Up to 350 Guests 🚪 3 Sinks

Recently Viewed

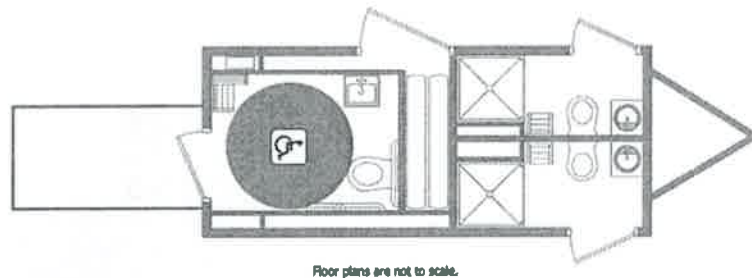


[ADA Shower Trailer +2 Station Restroom Combo | Perseverance Series - 3 Season](#)

\$84,570.00
Regular Price
\$85,770.00

Add To Cart

ADA Shower Trailer +2 Station Restroom Combo | Perseverance Series - 3 Season



Available Next Quarter

Be the first to review this product

\$84,570.00

Regular Price **\$85,770.00**

SKU# AMA263619

Qty

1

Financing as low as \$1,462 per month for 72 months QBO

✂ Small 2 Toilets 1 ADA Toilets 0 Urinals Up to 125 Guests 3 Sinks

Overview

ADA Shower Trailer +2 Station Restroom Combo | Perseverance Series - 3 Season Package

Get ready to improve your employee and customer's restroom experience with the ADA +2 Station Combo, Perseverance Series. This ADA shower trailer combo is perfect for hardworking industries like construction, agriculture, and municipalities.

This 20-foot shower trailer combo is fitted with a 200-gallon freshwater tank and a 400-gallon waste tank. The exterior is simple and cleanly designed, reinforced with aluminum to prevent scratches and dents. Each suite is accessible by sturdy, aluminum steps and rails for safety, and the ADA suite comes with a short ramp for easy wheelchair access.

Each suite of this ADA shower trailer combo is completely private with separate entrances for each. The outside of each door comes with ample lighting to ensure that access is safe no matter what time day or night.

Guests are greeted with a clean designer interior, each equipped with a shower, flushable china toilet, sink vanity, and mirror. The ADA suite, which is also spacious enough to double as a family restroom suite, is designed to make both the shower and toilet accessible for all with disabilities. The unit is also equipped with grab rails for further assistance. Additionally, the ADA access ramp is designed to take up less space by hydraulically lowering the entire unit to the ground with the touch of a button.

To ensure guests are always comfortable, this ADA shower trailer combo has two 13.5K AC units and heat strips to guarantee that the temperature stays comfortable no matter what outside weather is like. The insulated walls and ceiling further aid in maintaining a comfortable interior temperature. The included 3 season package ensures that this trailer can withstand mild winters with temperatures as low as 30 degrees. This package adds heaters to each suite and the mechanical room.

Bernardo Navarrete

From: Clint Nelson <clint@amsglobal.us>
Sent: Wednesday, April 13, 2022 10:04 AM
To: Bernardo Navarrete
Cc: Meg Taaffe
Subject: Re: Tiny Homes
Attachments: CI 14 ADA 2STS Direct.pdf

You don't often get email from clint@amsglobal.us. [Learn why this is important](#)

[CAUTION: External Email -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Bernardo,

The only thing I will have to meet that time frame would two of our CI 14 ADA 2STS Units. We would supply one ramp on each unit. I could then retro one of our CI 14 ADA 2STS units into a 4 Unit WD Unit. Basically remove the toilet and sink. These are skid units so you would need a 5000 lb forklift to unload. These connect directly to sewer. Exterior color of these units are Polar White. I have 3 of the CI 14 ADA 2STS in stock and 3 of the CI 14 ADA 2ST units that will be ready in 1 month.

CI 14 ADA 2STS (One ADA shower/toilet/sink combo and one extra large shower/toilet/sink) (One Ramp) - \$43,000 each
x 2 = \$86,000

CI 14 4WD (Two Rooms with two washer/dryers and a sink in each. - \$47,000 ea x 1 = \$47,000

Meg Taaffe, Alpha Division Manager, will be sending you Alpha Trailer Options.

Comfort Isle Skid Units (Skids are ducted for Heat & Air with LED Interior Lighting as well as Vacant Occupied Lighting on the Exterior) (Cirque du Soleil Australia & Montreal Set Ups/ Stanford Medical Center Set Up)

<https://photos.app.goo.gl/HWSEuwDgypE7nKY99>

Comfort Isle San Francisco Pier 31 (Shipped Early 2020)

<https://photos.app.goo.gl/5ow2FHJt39M9R5YE8>

Non-Responsive
- Models provided would not meet sites needs.

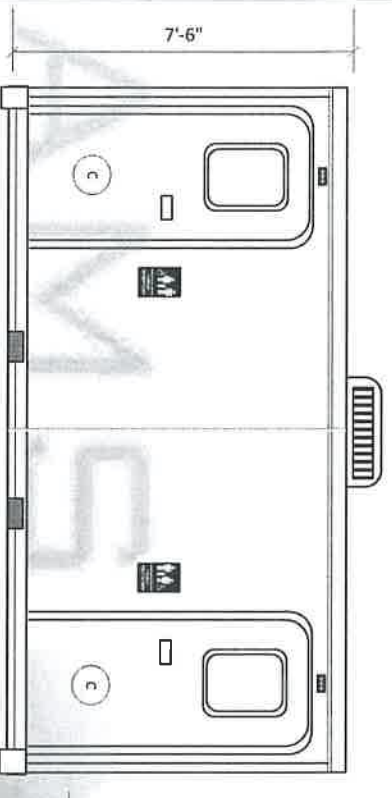
Comfort Isle 4ST, 3ST & 2ST

<https://photos.app.goo.gl/zgjdkk4Y8gR9WHUK7>

20,98442,720



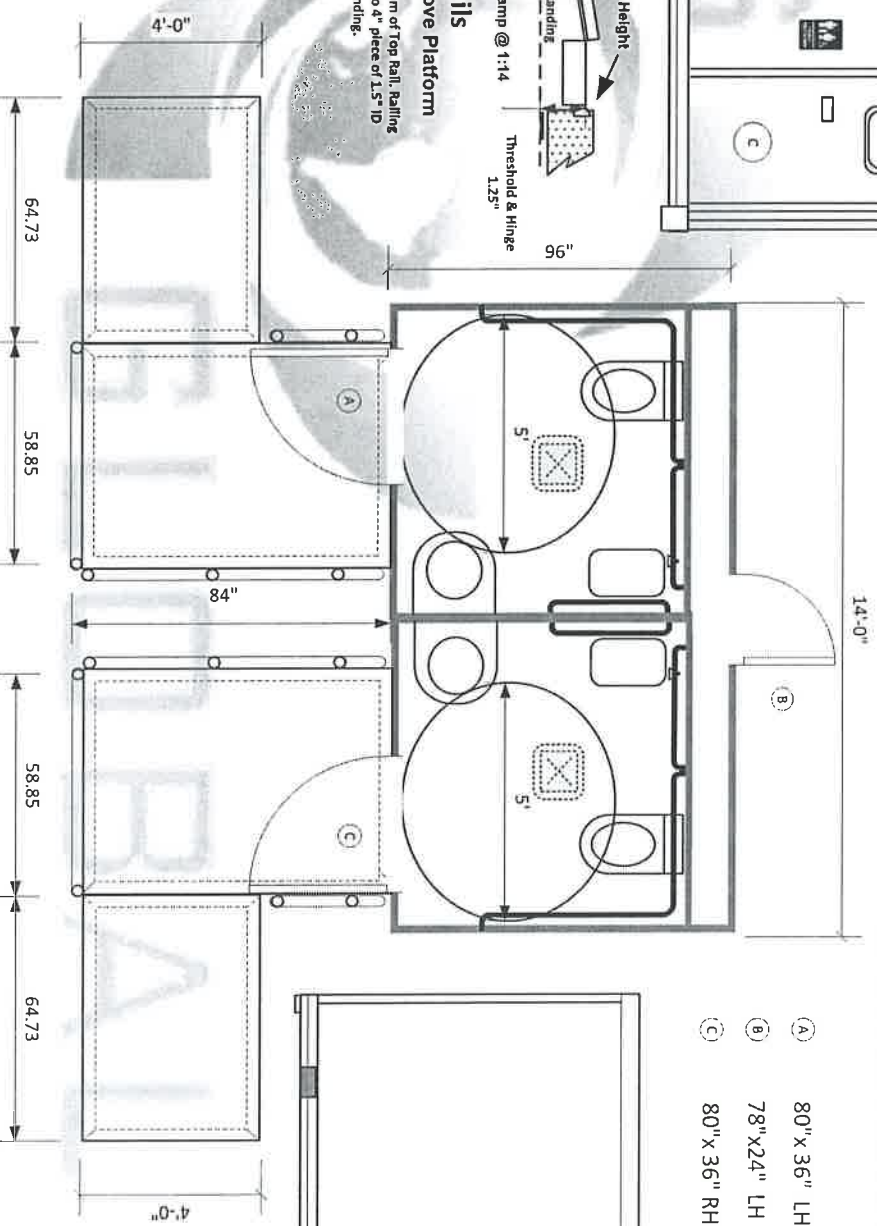
CI 14 ADA 2STS Direct



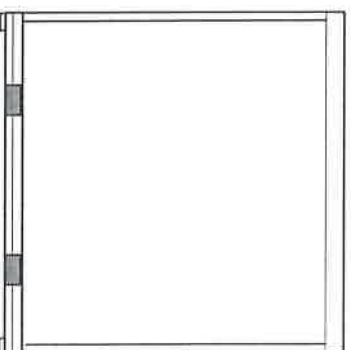
Porcelain wall hung fixtures
15,000 BTU AC w/ 5500 watts heat
Stainless Steel napkin dispenser.
Soap disp. & mirror Metered shower
Rubber coin over epoxy steel flooring
Obscure skylight in radius door
Vandal resistant pebble finished wall panels
Radiant barrier insulation
Led 50,000 hr LED lighting
Automatic body sensing lighting
Occupancy indicator deadbolts
All metal and composite construction
Forklift pockets all sides
Two turbo vent fans
Electric hot water
Requires 240 vac @ 50 amps
3" PVC sch 40 waste pipe
1" PVC sch 40 City water fill

Handrails Top Height 36" above Platform

Top of Cross Bars 14" below bottom of Top Rail, railing
1.5" OD Diameter and slides into 4" piece of 1.5" ID
pipe welded to landing.



- (A) 80" x 36" LH
- (B) 78" x 24" LH
- (C) 80" x 36" RH



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Approved by



These restrooms are designed to be compliant with all current guidelines as we are aware of. Many guidelines have gray areas and points open to interpretation. Different entities may have differed interpretations or local differences. We suggest getting approvals of final plans from the authorities in the local the unit will be placed

CITY OF BALDWIN PARK PURCHASE REQUISITION

Date: <u>05/05/22</u>	Vendor: <u>Boss Homes, LLC</u>	P.O. #: _____
Requisition #: _____	Address: <u>1057 S. Vail Ave.</u>	Vendor #: _____
Date Required: <u>05/05/22</u>	<u>Montebello, CA 90640</u>	Order Date: _____
	Phone #: (716) 308-0829	Fax #: _____

ANNUAL PURCHASE ORDER FY 2021-2022

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Tiny Homes - Boss Cubez Procurement per proposal at 13167 Garvey Avenue	270-50-520-58100-55023		197,463.50
			50% Payment Deposit - Final Payment will be processed upon delivery and			
			acceptance of the items.			
					Subtotal:	197,463.50
					Tax:	
					Shipping:	
					Total:	197,463.50

Please provide justification for purchase below:

Sole-Source Boss Cubez Cube144 for unique requirements for the Tiny Homes - Family Site Project

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	Boss Homes, LLC	(323) 717-4071	Viken Ohanesian	\$ 394,927.00
☒ Email				
☐ Internet				
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes: Bernardo Navarrete

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)

Revised 6-27-2019

5	9	2022
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5/11/22



CITY OF BALDWIN PARK

MEMORANDUM

TO: Enrique Zaldivar, CEO

FROM: Sam Gutierrez, Director of Public Works 

COPY: Rose Tam, Finance Director

DATE: May 9, 2022

SUBJECT: Boss Cubez – (13167 Garvey Ave. | Tiny Homes)

On February 16, 2022, the City Council provided staff direction to enter into an agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) to develop and provide homeless housing and related services for homeless families at the City-owned property of 13167 Garvey Avenue as part of the Homeless Housing Pilot Program (HHPP). Due to the nature of the schedule and past experience developing the Esperanza Villa site, the City has prioritized sourcing vendors who can accommodate procurement of long-lead materials to be delivered and installed before the end of August 2022 ensuring that the site would be open for operations by the scheduled time.

Initially, staff worked on sourcing other vendors, however, after diligent research and coordination with other vendors it was determined that Boss Cubez' Cube144 would be the best option for the unique requirements of the Tiny Homes – Family Site project. Additionally, Boss Cubez has already been selected previously by staff through an RFP process for Esperanza Villa. Due to its supply chain constraints, Boss Cubez did not meet the timeline requirements so Staff turned to a different vendor who was able to accommodate the project's aggressive schedule. Boss Cubez' product design is optimal for providing ample space necessary to house families as is intended for this project. Therefore, Staff is recommending to proceed with the Boss Cubez Cube144 solution.

The total cost including material procurement and delivery for a total of sixteen (16) Cube144 units is not-to-exceed \$394,927. In order to meet the timeline for the project, Boss Cubez has agreed to commence working on the order with an initial startup deposit for half of the overall cost which is \$197,463.50. The additional costs are for delivery and the remaining balance of the overall cost for the Cube144 units. At its meeting held on April 20, 2022, the Mayor and City Council provided direction to proceed with procuring long-lead items to meet the project's schedule with staff taking a request for approval of the expenditures to City Council at a later time. Upon receipt of a notice to proceed, Boss Cubez will provide a timeline for manufacturing and delivery of the sixteen (16) Cube144 units to the site.

A significant component for the overall cost of the units is the sales tax totaling \$31,487 included with the overall cost of \$394,927. Boss Cubez has provided the option to waive the sales tax and bring the total cost down to \$363,440 given the City of Baldwin Park Charitable Relief Foundation can provide a tax exemption letter from the state of California. The Baldwin Park Charitable Relief Foundation, as a 501(c)3 charitable organization would be exempt from the sales tax through the California Department of Tax and Fee Administration (CDTFA).

The funds for procurement would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) as the Grantor under the Homeless Housing Pilot Program Grant (HHPP) on a reimbursement basis. The City of Baldwin Park Charitable Relief Foundation, as the Grantee, would own the Cube144 units.



Sam Gutierrez, Director of Public Works

May 11, 2022

Viken Ohanesian
Boss Homes, LLC
1057 S. Vail Ave.
Montebello, CA 90640

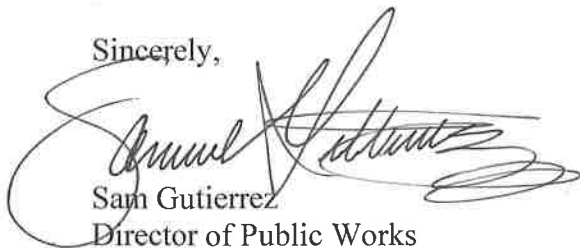
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Mr. Ohanesian,

This letter will serve as your **NOTICE TO PROCEED** with the order detailed in your proposal dated April 14, 2022 in the amount of \$415,294. You are requested to proceed with processing the order on Wednesday May 11, 2022. A purchase order will be issued for 50% of the total amount. The remaining balance will be paid within thirty (30) days after the order is fulfilled and delivered. You are hereby notified that the Effective Start Date for the project is May 11, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,



Sam Gutierrez
Director of Public Works



Project: SGHVT Baldwin Park
Date: 4/14/2022

Project Proposal

SGHVT Baldwin Park Tiny Home Village



Manufacturer: Boss CubeZ
Assembler: 3rd party

Building Type	Cube144 (One Room)	Totals
Sqft	144 sqft	
Selling price	\$18,600	
# Buildings	16	16 Buildings
# Rooms	16	16 Rooms
CubeZ Totals	\$297,600	\$297,600
Equipment/Accessories (Per Building)		
Electrical Accessories	\$350	
AC/Heater (InWall)	\$995	
Equipment/Accessories Totals	\$21,520	
Floor Fabricated to Size		\$12,320
Total Product	\$319,120	\$331,440
	Tax (9.5%)	\$31,487
	Shipping	\$32,000
	Total	\$394,927
Installation (optional) \$3,500 per 8.5x17	Installation	N/A
	Grand Total	\$394,927
Uses	Sleeping CubeZ	
Services	Living	

Notes:

- 1 Cube144 with a Pent roof design 8.5'x17' with 1 room, 1 door, and 2 windows. Cube288 with a pent roof design (2) 8.5x17' with adjoining 2 rooms, 2 doors, and 4 windows. All above as per approved drawings and specs.
- 2 Proposal based on layouts submitted. Design changes can be made and proposal adjusted if needed.
- 3 Includes unit design and structural engineering with CA structural engineer wet stamp. Meets Emergency Housing requirements.
- 4 Electrical – each room comes with AFCI outlet, switch, junction box, interior lights, smoke detectors, exterior lights with chases ready for electrical wiring. Electrical chases run in walls, and conduit runs in foundation. Requires electrician to wire.
- 5 Smoke detector w/ fire alarm interconnected wirelessly between rooms with 10 year sealed battery.
- 6 Product delivered on pallets to job site; on site Telehandler to unload not included.
- 7 The plan is subject to receiving all local permits, licenses, and approvals.
- 8 Based on prices on Nov 11 2020 Price List for standard product with standard options. Customizations of windows, doors, colors, roofs, etc... may carry additional costs

Construction Materials:

- 1 Wall is 55mm PIR ISO wall profile with GI skins, FM fire rated walls
- 2 Roof is 75mm PIR 13/100 profile with GI skins FM fire rated
- 3 Cold Rolled steel Foundation. Foundation is 5" tall. Subfloors cement board.
- 4 Cold Rolled Steel Structure

Exclusions:

Site leveling/grading/prep, permitting costs, assembly of cubez (unless specified), leveling of CubeZ, staking to ground, bringing electrical/utility connections to CubeZ, electrical wiring in cubez and breaker box connections, furniture, on Site Telehandler required to unload CubeZ from truck and anything not expressly included in the inclusions.

Payment Terms:

50% down payment upon purchase and 50% on shipment
Production lead time estimated at 4 weeks from date of PO, down payment receipt and signed product design specs. Shipping time estimated 10-12 wks.
All Boss Homes LLC standard terms and conditions apply

This purchase agreement is approved and made by _____ (hereinafter "Customer") and Boss Homes LLC (hereinafter "Supplier") on the standard terms and conditions signed by the Customer.

Customer Authorized Signature

CITY OF BALDWIN PARK

PURCHASE REQUISITION

P.O. #:

Vendor #: _____

Order Date: _____

Fax #: _____

ANNUAL PURCHASE ORDER FY 2021-2022

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Tiny Homes - Greenshine Procurement per proposal at 13167 Garvey Avenue	270-50-520-58100-55023		25,705.30
			Payment will be processed upon delivery and acceptance of the items			
					Subtotal:	25,705.30
					Tax:	
					Shipping:	
					Total:	25,705.30

Please provide justification for purchase below:

Sole-Source Greenshine Portable Lighting Solution for unique requirements for the Tiny Homes - Family Site Project

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

Method:		<u>Vendors:</u>	<u>Phone # or Web Address:</u>	<u>Contact Person or Email:</u>	<u>Quotes:</u>
☐	Telephone	Greenshine	(949) 267-8005	Doug Suhi	\$ 25,705.30
☒	Email				
☐	Internet				
☐	Other (Please provide explanation):				

Name of employee who obtained / received quotes: Bernardo Navarrete

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)

Revised 6-27-2019



CITY OF BALDWIN PARK

MEMORANDUM

TO: Enrique Zaldivar, CEO

FROM: Sam Gutierrez, Director of Public Works 

COPY: Rose Tam, Finance Director

DATE: May 9, 2022

SUBJECT: Greenshine – (13167 Garvey Ave. | Tiny Homes)

On February 16, 2022, the City Council provided staff direction to enter into an agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) to develop and provide homeless housing and related services for homeless families at the City-owned property of 13167 Garvey Avenue as part of the Homeless Housing Pilot Program (HHPP). Due to the nature of the schedule and past experience developing the Esperanza Villa site, the City has prioritized sourcing vendors who can accommodate procurement of long-lead materials to be delivered and installed before the end of August 2022 ensuring that the site would be open for operations by the scheduled time.

Initially, staff worked on sourcing other vendors, however, after diligent research and coordination with other vendors it was determined that Greenshine's PORTA streetlight solution would be the best option for the unique requirements of the Tiny Homes project. This is mainly due to Greenshine's turn-key solution that includes LED fixtures, Solar Panel, Battery, Pole and built-in concrete base. Additionally, Greenshine was the vendor selected for the Esperanza Villa site. Staff is well versed on its effort to assemble the portable lights on-site and has been a great lighting solution for the existing Esperanza Villa site. Therefore, Staff is recommending to sole-source Greenshine's Porta Light solution.

The total cost including material procurement and delivery for the portable light poles is not-to-exceed \$25,705.30. In order to meet the timeline for the project, Greenshine has agreed to commence working on the order with an official notice to proceed with payment paid in full within thirty (30) days after delivery is fulfilled. At its meeting held on April 20, 2022, the Mayor and City Council provided direction to proceed with procuring long-lead items to meet the project's schedule with staff taking a request for approval of the expenditures to City Council at a later time. Upon notice to proceed, Greenshine will begin material procurement and will provide a timeline for delivery for the Tiny Homes – Family Site project.

The funds for procurement would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program Grant (HHPP) on a reimbursement basis. However, the SGVRHT has provided the city with a 25% advance of funds totaling \$312,500 which covers the cost of procurement for the portable lights.



Sam Gutierrez, Director of Public Works

May 11, 2022

Scott Douglas
Greenshine
23661 Birtcher Dr.
Lake Forest, CA 92630

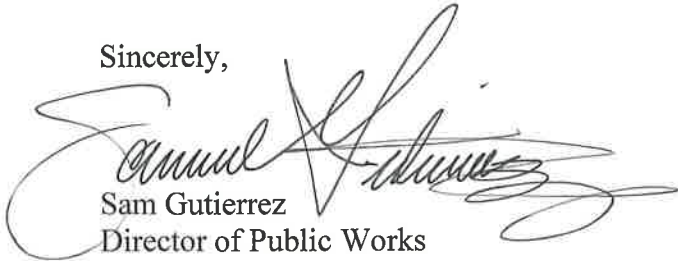
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Mr. Douglas,

This letter will serve as your **NOTICE TO PROCEED** with the order detailed in “Quote Number SQ-00002513A” dated April 19, 2022 in the amount of \$25,705.30. You are requested to proceed with processing the order on Thursday May 11, 2022. A purchase will be issued for the total amount within thirty (30) days after the order is fulfilled and delivered. You are hereby notified that the Effective Start Date for the project is May 11, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,



Sam Gutierrez
Director of Public Works



Greenshine New Energy

23661 Birtcher Dr., Lake Forest, CA 92630

Office: (949)609-9636

Salesperson: Doug Suhi / Mobile: (949)267-8005

Email: dougs@streetlights-solar.com

<http://www.streetlights-solar.com>

Quote Number

SQ-00002513A

Project Name: Tiny Home Village #2 - City of Baldwin Park

Deliver To: City of Baldwin Park

Delivery Address Line 1:

Delivery Address Line 2:

Delivery City: Baldwin Park

Customer Zip Code:

Attention: Bernardo Navarrete

Delivery Method:

Quote Date: Apr/19/2022

Accept Date:

Payment Term: NET 30 days

Quote Expiry Date May/19/2022

Code	Units	Pack	Qty	Price	Total	Tax %
BR-1-290D-T5-30W-4K-350MA-A4-1-1B-H-1-150-1-180W-P20-BK-5/40DIM (Brighta/Porta30W Systems with 20' Poles)	PC		4	3,435.00	13,740.00	9.5%

Model:BR LED Fixture Quantity:1.0 LED Fixture Model&Distribution Type-Wattage-Color Temperature:290D-T5-30W-4K LED Driver Current:350MA Arm Type:A4 Quantity of Battery Boxes:1.0 Battery Box-MountingHeight:1B-H Quantity of Batteries:1.0 Battery Type:150 Solar Panel Quantity:1.0 Solar Panel Wattage/Type:180W Pole Type:P20 System Color:BK Operating Profile/Charge Controller:5/40DIM,Black color

PORTA BASE	4	1,750.00	7,000.00	9.5%
------------	---	----------	----------	------

Porta Base for 20' Brighta pole.

Charge	Price
Shipping	2,995.00

Sub Total	20,740.00
Tax Total	1,970.30
Shipping Total	2,995.00
Total	25,705.30

Signature:

Comments: Systems include 5-year warranty. Operating profile is 5 hours full brightness at dusk and then dim to 40% for remainder of the night. Systems configured to include 5 days of autonomy (battery back-up), assuming no sun. Please allow approximately 14-16 weeks for delivery. Thank you.

Warranty Information: www.streetlights-solar.com/warranties.html

Orders left in warehouse after 5 business days are subject to a \$100 per day storage fee

Revised 6-27-2019



Sam Gutierrez, Director of Public Works

July 11, 2022

Steve Nguyen
Convergeone, Inc.
10900 Nesbitt Ave. S
Bloomington, MN 55437

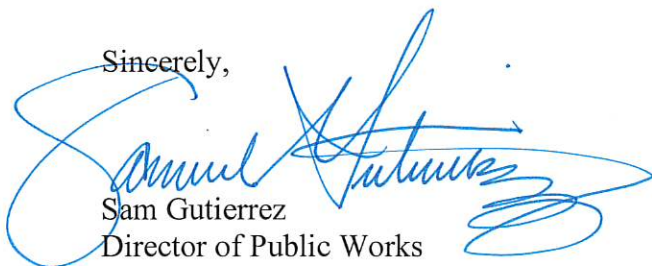
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Mr. Nguyen,

This letter will serve as your **NOTICE TO PROCEED** with the order detailed on your proposal dated June 15, 2022 in the amount of \$ 21,838.88. A purchase order will be issued for the total amount within thirty (30) days after the order is fulfilled and delivered. You are hereby notified that the Effective Start Date for the project is July 11, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,



Sam Gutierrez
Director of Public Works

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Convergeone, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **E**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10900 Nesbitt Ave S

6 City, state, and ZIP code

Bloomington, MN 55437

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

 - -

or

Employer identification number

4 1 - 1 7 6 3 2 2 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **1/1/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CCTV Installation									
City of Baldwin Park - Housing Authority (13167 Garvey Ave, Baldwin Park)									
Descriptions	MFTR.	Part Number	Unit	QTY	Unit Cost	Ext. Material	Ext. Labor	Sales Tax	Sub-Total
Verkada Equipment Sites= 1									
Pole Mount, 2nd Generation	Verkada	ACC-MNT-9	EA	8	\$174.30	\$1,394.40	\$640.00	\$132.47	\$2,166.87
CB51-E Outdoor Bullet Camera, 60 Days	Verkada	CB51-60E-HW	EA	8	\$1,259.30	\$10,074.40	\$1,280.00	\$957.07	\$12,311.47
3 Year Camera License	Verkada	LIC-3Y	EA	8	\$384.30	\$3,074.40	\$0.00	\$292.07	\$3,366.47
Single Cat 6 RJ45 Jack - Closet	Commscope	UNJ600-BL	EA	8	\$6.50	\$52.00	\$96.00	\$4.94	\$152.94
Cat 6 Data Patch Cable - 3'	Commscope	CPC3312-03F003	EA	8	\$6.00	\$48.00	\$32.00	\$4.56	\$84.56
Cat 6 CMR Data Cable	Commscope	UN884017214/10	FT	2000	\$0.25	\$500.00	\$1,280.00	\$47.50	\$1,827.50
Velero	Generic	Misc.	EA	1	\$25.00	\$25.00	\$0.00	\$2.38	\$27.38
Pull String	Generic	Misc.	EA	1	\$35.00	\$35.00	\$0.00	\$3.33	\$38.33
System Labeling, Testing & Certification	C1	Services	EA	8	\$0.50	\$4.00	\$128.00	\$0.38	\$132.38
End-User Site Training	C1	Services	EA	1	\$0.00	\$0.00	\$210.00	\$0.00	\$210.00
Camera configuration	C1	Services	EA	1	\$0.00	\$0.00	\$630.00	\$0.00	\$630.00
CAD Drawing & Asbuilt Drawing	C1	Services	EA	1	\$0.00	\$0.00	\$315.00	\$0.00	\$315.00
Project Management	C1	Services	EA	1	\$0.00	\$0.00	\$420.00	\$0.00	\$420.00
Material Sub-Total									\$15,207.20
Sales Tax									\$1,444.68
Shipping & Handling									\$156.00
Labor Sub-Total									\$5,031.00
Grand-Total									\$21,838.88

CCTV Installation									
City of Baldwin Park - Housing Authority (13167 Garvey Ave, Baldwin Park)									
Descriptions	MFTR.	Part Number	Unit	QTY	Unit Cost	Ext. Material	Ext. Labor	Sales Tax	Sub-Total
Verkada Equipment Sites= 1									
Pole Mount, 2nd Generation	Verkada	ACC-MNT-9	EA	8	\$174.30	\$1,394.40	\$640.00	\$132.47	\$2,166.87
CB51-E Outdoor Bullet Camera, 60 Days	Verkada	CB51-60E-HW	EA	8	\$1,259.30	\$10,074.40	\$1,280.00	\$957.07	\$12,311.47
3 Year Camera License	Verkada	LIC-3Y	EA	8	\$384.30	\$3,074.40	\$0.00	\$292.07	\$3,366.47
1" EMT Conduit Installation	Thinwall	EMT100	EA	450	\$7.00	\$3,150.00	\$7,087.50	\$299.25	\$10,536.75
Single Cat 6 RJ45 Jack - Closet	Commscope	UNJ600-BL	EA	8	\$6.50	\$52.00	\$96.00	\$4.94	\$152.94
Cat 6 Data Patch Cable - 3'	Commscope	CPC3312-03F003	EA	8	\$6.00	\$48.00	\$32.00	\$4.56	\$84.56
Cat 6 CMR Data Cable	Commscope	UN884017214/10	FT	2000	\$0.25	\$500.00	\$1,280.00	\$47.50	\$1,827.50
Velcro	Generic	Misc.	EA	1	\$25.00	\$25.00	\$0.00	\$2.38	\$27.38
Pull String	Generic	Misc.	EA	1	\$35.00	\$35.00	\$0.00	\$3.33	\$38.33
System Labeling, Testing & Certification	C1	Services	EA	8	\$0.50	\$4.00	\$128.00	\$0.38	\$132.38
End-User Site Training	C1	Services	EA	1	\$0.00	\$0.00	\$210.00	\$0.00	\$210.00
Camera configuration	C1	Services	EA	1	\$0.00	\$0.00	\$630.00	\$0.00	\$630.00
CAD Drawing & Asbuilt Drawing	C1	Services	EA	1	\$0.00	\$0.00	\$315.00	\$0.00	\$315.00
Project Management	C1	Services	EA	1	\$0.00	\$0.00	\$420.00	\$0.00	\$420.00
Material Sub-Total									\$18,357.20
Sales Tax									\$1,743.93
Shipping & Handling									\$156.00
Labor Sub-Total									\$12,118.50
Grand-Total									\$32,375.63

Original
 ← Quote



MONARCH

Monarch
1819 Polk St, # 320
San Francisco, CA 94109

Prepared By Teo Kyrakis
Phone (415) 964-3697
Email teo@monarchconnected.com

Quote Number 00001502
Term (Months) 36

Created Date 6/16/2022
Expiration Date 10/18/2021

Contact Name City of Baldwin Park

Bill To Name City of Baldwin Park
Bill To 14403 Pacific Avenue
 Baldwin Park, CA 91706
 United States

Customer Name City of Baldwin Park Housing Authority
Ship To 14403 Pacific Avenue
 Baldwin Park, CA 91706
 United States

Product Code	Product	Quantity	MSRP	Amount
CB51-60E-HW	Verkada CB51-E Outdoor Bullet Camera, 5MP, Zoom Lens, 60 Days of Storage	8.00	\$1,799.00	\$14,392.00
LIC-3Y	Verkada 3 Year Camera License	8.00	\$499.00	\$3,992.00
ACC-MNT-9	Pole Mount, 2nd Generation	8.00	\$209.00	\$1,672.00
ProSer	Professional Services	13.00	\$1,400.00	\$18,200.00

Subtotal \$38,256.00
Total Discount -\$3008.4
Tax \$2,555.43
Shipping and
Handling \$156.00
Grand Total \$37,959.03

Please confirm acceptance of this quote by signing below:

Signature: _____

Print Name: _____

Date: _____

This order is a binding agreement between you and The ELD Experts LLC, dba Monarch. By placing this order, you hereby agree to Monarch's Terms of Sale, which are incorporated herein by reference, and can be found at <https://www.monarchconnected.com/terms-of-sale>
In the event of a conflict between this order and the Terms of Sale, the Terms of Sale shall control.

Please Remit Payments To:
High-Tech Systems
8726 S. Sepulveda Blvd. #A
Los Angeles, CA 90045
Tel (310) 736-4140
Fax(323) 320-4376



CCTV • STRUCTURED CABLING • AP'S
 ACCESS CONTROL • IT SERVICES • NETWORKING
LOW VOLTAGE CONTRACTOR

www.HighTechLAX.com

Quote

Date	Quote #
6/22/2022	60135

License # 977286

877-CCTV-BUY or 877-228-8289

Name / Address	Customer E-mail		Customer Alt. Phone	
City of Baldwin Park Housing Authorit 13167 Garvey Ave Baldwin Park CA				
	Customer Phone	Customer Fax	Customer Contact	Rep

Qty	Item	Description	Cost	Total
8	Cameras	Verkada CB51-E Outdoor Bullet Camera, 60 Days	1,799.00	14,392.00
8	Mount	ACC-MNT-9 Pole Mount	209.00	1,672.00
8	License	Verkada 3 Year License	399.00	3,192.00
1	Cable	Cat6 Data Cable with Termination	2,200.00	2,200.00
1	Conduit	Conduit, Connectors, Elbows, Junction Boxes...	2,789.00	2,789.00
1	Labor	Installation of Verkada Cameras	13,000.00	13,000.00
1	Miscellaneous	Miscellaneous: Clips; Barrels; Connectors, Screws, Tie Wraps...	0.00	0.00

ALL QUOTES REQUIRE A WRITTEN APPROVAL ALONG WITH A 50% DEPOSIT BEFORE START OF PROJECT, REMAINING 50% DUE IMMEDIATELY AFTER COMPLETION OF PROJECT.

Price may vary based on parts and services added or removed. Please review entire order for your accuracy and advise us of any changes to this order. Otherwise please sign and date below for your approval. All product and pricing information is based on latest information available. Subject to change without notice or obligation. Proposal is valid for 60 days from the date of this proposal, unless specifically approved otherwise in writing by L.A. High Tech Enterprises, INC. (DBA: High-Tech Security)

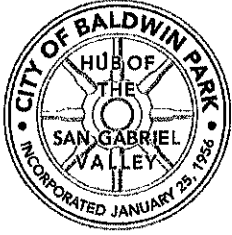
Customer Signature: _____
 Vendor (LA High Tech Enterprises, INC.) Signature: _____

Date: _____
 Date: _____

Subtotal \$37,245.00

Sales Tax (9.5%) \$2,000.04

Total \$39,245.04

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: June 15, 2022
SUBJECT: Approval of Procurement Proposals and Authorization to Set Expenditure Limits for the Development of Phase I of the Garvey Family Site Project at 13167 Garvey Avenue Consisting of Material and Equipment Procurements, Site Preparation and Maintenance Work

SUMMARY

This item request approval of equipment procurement proposals and to set expenditure limits for various facets of development for the Garvey Family Bridge Housing Site Project to be constructed at 13167 Garvey Avenue. Expenditures include procurement of family shelter units, trailer facilities (for on-site laundry, restrooms and showers), procurement of portable solar lighting fixtures, installation of electrical equipment including electrical connections to shelters, installation of security surveillance system, construction of wooden deck, installation of plumbing equipment to trailer facilities, ADA compliancy work, decorative pavement paint, fence alterations, site landscaping and site preparation. The funds for the project would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHP). SGVRHT has already provided the city with a 25% advance of funds totaling \$312,500 to commence the procurement of long-lead items.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve equipment and materials procurement proposals from:
 - a. Greenshine, Inc. for purchase of portable lighting fixtures in the amount of \$25,706.00
 - b. Montondo Trailer, LLC for procurement of trailers in the amount of \$220,000.00 including 50% deposit; and
 - c. Boss Homes, LLC for procurement of shelters in the amount of \$415,294.00 including 50% deposit; and
2. Authorize a total not-to-exceed amount of \$272,000.00 for professional services and material procurement for the development of the project and authorize staff to seek proposals for services as outlined below:
 - a. On-site electrical connections to shelters
 - b. Plumbing services for on-site gas, sewer and water connections to facilities
 - c. Security surveillance system
 - d. Construction of a wooden deck including material procurement
 - e. Decorative asphalt pavement painting including material procurement
 - f. Construction of ADA compliancy site features including ADA entrance, ramps and path of travel modifications
 - g. Alterations to an existing fence including decorative fencing
 - h. Site preparation including rental equipment
 - i. Site landscaping including procurement of trees
3. Authorize the Public Works Director to execute the procurement and professional services proposals and to coordinate with the various entities in all elements as necessary to complete the improvements at the site; and
4. Authorize the Director of Finance to make the necessary budget adjustments and processing of invoices including reimbursement request made to the SGVRHT for qualified expenditures.

FISCAL IMPACT

There is no impact to the General Fund. City expenditures have been pre-approved and will be reimbursed by the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). The Finance Department has created various expenditure accounts under Fund 270 for this project. The table below lists expenditure limits for various components of the project:

Description		Account Number	Not-to-Exceed Amount
Greenshine, Inc.	Portable solar lighting	270-50-520-58110-55023	\$25,706.00
Montondo Trailer, LLC	Restroom/shower facilities	270-50-520-58110-55023	\$220,000.00
Boss Homes, LLC	Modular family shelter units	270-50-520-58110-55023	\$415,294.00
Electrical Services (future)	Electrical equip./connections	270-50-520-58100-55023	\$35,000.00
Plumbing Services (future)	On-site gas/sewer/water	270-50-520-58100-55023	\$30,000.00
Security Services (future)	Surveillance system install	270-50-520-58100-55023	\$40,000.00
Carpentry Services (future)	Wooden deck construction	270-50-520-58100-55023	\$50,000.00
Pavement Paint (future)	Asphalt painted playground	270-50-520-58100-55023	\$25,000.00
ADA Construction (future)	Site access and ramps	270-50-520-58100-55023	\$35,000.00
Fencing (future)	Decorative fence and mod.	270-50-520-58100-55023	\$25,000.00
Site Preparation (future)	Site demo and rental equip.	270-50-520-58100-55023	\$20,000.00
Site Landscaping (future)	Planters and Trees	270-50-520-58110-55023	\$12,000.00
Estimated Expenditure Amount			\$933,000.00

BACKGROUND

In the summer of 2021, the SGVRHT received a State Budget Earmark of \$20 million to address the affordable housing shortage and homeless crisis in the San Gabriel Valley. Last Fall, the SGVRHT solicited interested cities to submit a Letter of Intent and Application for funding under the HHPP. The City Council directed staff to apply for the HHPP grant and Baldwin Park was awarded \$1,125,000 to develop and operate bridge housing for homeless families at 13167 Garvey Avenue.

At their February 16, 2022, City Council Meeting, City Council provided staff direction to enter into an agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) to receive the grant funds and commence development of the program. Also, at this meeting, the City Council directed staff to prepare a site plan and schematic design for the development and, when ready, return at a subsequent City Council meeting for review, discussion, and direction thereof.

On April 20, 2022, the Mayor and City Council provided direction to proceed with procurement of long-lead items to meet the project's schedule.

On June 1, 2022, the City Council reviewed and approved the proposed site layout and schematic design and authorized staff to commence the community engagement and site development phases of the project.

DISCUSSION

City staff has been actively working with the various stakeholders, including SGVRHT, coordinating with SRK architects, shelter vendor, trailer facility vendor and others in the development of the site. Staff has coordinated closely with SRK through the schematic design process and current finalized site plan addressing all integral components for the project with emphasis on the needs for future family residents. In addition to the site preparation, city staff has taken-on additional construction related components such as construction management, procurement of materials, coordination with various professional services consultants and in-house support from the Public Works Maintenance Division.

Based on Council direction, and in order to achieve long-lead times to meet the project timelines, staff has negotiated and obtained proposals and quotes for procurement of portable shelter units, trailer facilities and solar lighting fixtures. Notices to proceed with the work have been issued to ensure that the equipment arrives on time for installation. Vendors sourced, Boss Homes, Montondo Trailer, and Greenshine have agreed to accommodate the project's aggressive timeline and initiate fabrication through standard procurement processes.

Boss Homes, LLC has agreed to commence fabrication for the shelter units with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$415,294 are sixteen (16) units, two (2) unit pairs will be interconnected with a pass-through door to accommodate larger families. Boss Homes' shelters had already been previously selected by staff through an RFP process for Esperanza Villa. Due to its supply chain constraints, Boss Homes did not meet the timeline requirements at that time, so Staff turned to an alternative vendor who was able to accommodate Esperanza Villa's aggressive schedule. However, Boss Homes has overcome their supply chain issues and have committed to a tentative delivery of the units by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled grand opening. A notice to proceed was issued to Boss Homes on May 11th, 2022, to begin fabrication of the units.

Montondo Trailer, LLC has agreed to commence fabrication for the trailer facilities with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$220,000 are two (2) trailers; the first trailer will provide five (5) restroom/shower combination rooms, one will be ADA accessible. The second trailer will provide a laundry facility with six (6) stacked washer/dryers and three (3) additional restrooms. Staff worked with various vendors and obtained several quotes, ultimately, Montondo Trailer was the only vendor able to meet the projects specifications and schedule. A notice to proceed was issued to Montondo Trailer on April 25, 2022, to begin fabrication of the trailer facilities and has agreed on a tentative delivery of the trailers by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled completion date.

Greenshine has agreed to commence fabrication for the portable solar lighting fixtures with a notice to proceed with the overall cost to be paid upon delivery and inspection. Included with the overall cost of \$25,705.30 are four (4) portable light poles which would provide sufficient lighting for the site supported by a client-provided photometric simulation. Staff worked on sourcing other vendors, however, after diligent research and coordination, other vendors were not able to provide a turn-key solution that includes LED fixtures, Solar Panel, Battery, Pole and built-in concrete base. Greenshine's PORTA solution was also the vendor selected for the Esperanza Villa project. Staff is well-versed on its effort to assemble the portable lights on-site and they have been a great lighting solution for the Esperanza Villa site. A notice to proceed was issued on May 11, 2022, to begin fabrication of the portable lights and has agreed on a tentative delivery of the units in early to middle of September to provide ample time for on-site assembly and placement.

As the procurement process progresses, close coordination with various other professional services consultants and contractors will be crucial for the success of the project. At the time of preparation of this report, not all third-party partners, consultants and contractors necessary to complete the development of the site have been selected. Staff is seeking approval of not-to-exceed expenditure limits to be set for procuring professional and contractual services in order to expedite the development of the site. This includes electrical work, sewer and gas connections, security surveillance system, fence modification, asphalt painting, landscaping, and carpentry work. Staff will seek several quotes,

per the City's purchasing policy and when ready will process the purchase orders and invoices appropriately.

All procurement materials and professional services proposed in this report have been pre-approved by SGVRHT and will be reimbursed upon completion of the work. Therefore, staff recommends that the City Council approve the proposals and set the expenditure limits and authorize staff to proceed with the procurement of services.

ALTERNATIVES

1. The City Council may choose not to approve the proposals and authorize the expenditures. This action is not recommended as this action will delay the tentatively scheduled September 17th, 2022, completion date for the site and delay the housing opportunity to Baldwin Park families experiencing homelessness.
2. Provide Staff with alternate direction.

LEGAL REVIEW

None Required

ATTACHMENTS

1. Proposals for Services

Vendor: Automation Solutions Inc.

Address: 5277 N. Vincent St., #45
Inwindale, CA 91706

Phone #: (626) 812-4488 **Fax #:** _____

ANNUAL PURCHASE ORDER FY 2021-2022

[illegible]

Please provide justification for purchase below:

Lowest quote for the Tiny Homes - Family Site Project.

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	Automation Solutions Inc.	(626) 812-4488	Sergio Venegas	\$ 40,511.35
☒ Email	Omega Electrical Inc	(626) 324-6442	omegaelectrical@gmail.com	\$ 134,400.00
☐ Internet	Inception Electric	(626) 766-2709	Non-Responsive	\$ -
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes:

Anthony Vazquez

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)



Sam Gutierrez, Director of Public Works

July 14, 2022

Sergio Venegas
Automation Solutions Inc.
5277 N. Vincent St. #45
Irwindale, CA 91706

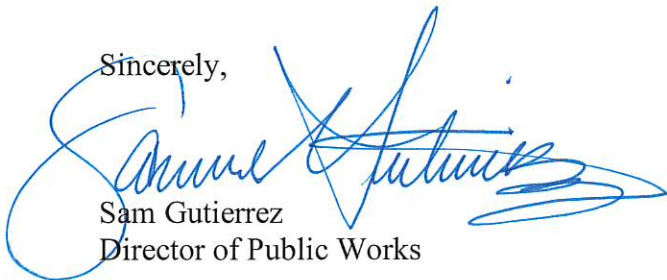
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Mr. Venegas,

This letter will serve as your **NOTICE TO PROCEED** with the order detailed on your proposal dated July 12, 2022 in the amount of \$40,511.35. A purchase order will be issued for the total amount within thirty (30) days after services are fulfilled. You are hereby notified that the Effective Start Date for the project is July 14, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,



Sam Gutierrez
Director of Public Works

AUTOMATION SOLUTIONS INC.

5277 N. VINCENT STREET #45 IRVINDALE, CALIFORNIA 91706 PHONE 626.812.4488 FAX 626.812.7799 LICENSE #907504

CITY OF BALDWIN PARK
131535 GAREY AVE.
BALDWIN PARK, CA 91706
PH: 626-960-3993 EXT.518

JULY 12, 2022

CONTACT: ANTHONY VAZQUEZ

QUOTE: 07012022

PROJECT: TINY HOME VILLAGE 2.0

SCOPE:

- 1) APPLY FOR ONE ELECTRICAL PERMIT AT THE CITY OF BALDWIN PARK TO INSTALL ONE 120/208, SINGLE PHASE, 400 AMP METER MAIN PANEL. THE 400 AMP MAIN WILL INCLUDE ONE TWO POLE 400 AMP MAIN BREAKER, ONE TWO POLE 200 AMP BREAKER, ONE TWO POLE 100 AMP BREAKER, AND 2 TWO POLE 50 AMP BREAKERS.
- 2) CONTACT SCE FOR METER SPOT.
- 3) ONCE METER SPOT IS IDENTIFIED, INSTALL ONE 400 AMP METER MAIN PANEL.
- 4) CONTACT THE CITY OF BALDWIN PARK FOR INSPECTION.
- 5) CONTACT SOUTHERN CALIFORNIA EDISON AND REQUEST POWER CONNECTION TO THE 400 AMP PANEL.
- 6) INSTALL ONE 200 AMP LOAD CENTER WITH MAIN BREAKER TO POWER ELEVEN 120VAC, 20 AMP CIRCUITS FOR TINY HOME UNITS.
- 7) INSTALL ONE 125 AMP LOAD CENTER WITH MAIN BREAKER TO POWER FIVE 120 VAC, 20 AMP CIRCUITS FOR TINY HOME UNITS.
- 8) INSTALL TWO SINGLE PHASE 240 VAC, 50 AMP CIRCUITS TO POWER TWO TRAILER UNITS. THE CIRCUITS WILL INCLUDE TWIST LOCK CONNECTIONS.

NOTES:

- CITY OF BALDWIN PARK BUSINESS LICENSE #1002901.

LABOR: \$20,025.00
MATERIAL COST: \$18,709.00
SALES TAX 9.5%: \$ 1,777.35
TOTAL COST : \$ 40,511.35

PAYMENT SCHEDULE

50% OF TOTAL (\$20,255.67) IS REQUIRED PRIOR TO BEGINNING THE PROJECT.
50% OF TOTAL (\$20,255.68) IS DUE UPON COMPLETION OF THE WORK DESCRIBED IN THIS QUOTE.

SUBMITTED BY: _____

SERGIO VENEGAS

ACCEPTED BY: _____ 7/14/22

ESTIMATE

Service Address

13167 Garvey Ave
Baldwin Park , Ca
91706

Bill To

**City Of Baldwin
Park Tiny Homes 2.0
Anthony Vasquez**
13135 E Garvey Ave
Baldwin Park, Ca
91706
(626) 960-3993

Omega Electrical Inc

Phone: (626) 324-6442
Email: omegaelectrical2000@gmail.com
Web: www.callomegaelectrical.com

Estimate #

1314

Date

07/12/2022

Business / Tax #

Lic #1024618

Description

Total

Tiny Homes 2.0

\$134,400.00

- Estimated time of completion is 4 weeks.
- New electrical equipment and connections to ensure project is properly powered and safely operating.
- Includes with permit, issuance, plans, reviews and final inspection.
- No trenching, no cement work or cement trash hauling will be provided by us.

****PLEASE MAKE SURE TO REMOVE ALL FRAGILE, PERSONAL ITEMS BEHIND THE WALL OF YOUR EXISTING WALL TOWARDS YOUR INSTALLATION LOCATION. WE WILL NOT BE RESPONSIBLE IF ANYTHING FALLS, BREAKS OR GETS DAMAGED BEHIND YOUR EXISTING ELECTRICAL INSTALLATION WALL.

We offer you 12 months parts and labor guarantee. Additional service will be charged extra. One thin layer of drywall patching is included by us if needed, no painting. No stucco patching or painting is completed by us.

Please Note

Unused and unassembled product in its original manufacturer's packaging and accompanied by its original invoice may be returned within 30 days. A 30% restocking fee is subject to all cancellations. Transactions done with credit card or debit cards are subject to an additional 5% bank card center charge. No returns or exchange on special service orders and cut wires.

Subtotal	\$134,400.00
Total	\$134,400.00
Deposit Due	\$67,200.00

Payment Schedule

Deposit (50%)	\$67,200.00
2nd Payment due Upon completion of Project installation as certified by Subcontractor, Contractor shall pay Subcontractor 40% of the Invoice amount, plus any change order amounts approved by Contractor. All amounts shall be paid Net 30 days. (40%)	\$53,760.00
3rd Payment due Upon submission of evidence of full and final approval of each Project installation and permit issuance by each Authority, Contractor shall pay Subcontractor the remaining balance due on such Invoice. All amounts shall be paid Net 30 days. (10%)	\$13,440.00

- Prior to commencing a Project, the Client, Contractor or Customer shall pay the Electrical Contractor 50% of the approved invoice amount for such project.

This estimate is valid for 7 days from the date created. Payment due in 3 business days from invoice date. Please be aware that we will charge 1.5% interest on late invoices. Please abide by the payment schedule on your estimate and invoice to reduce any delays.

We are hoping to provide a high quality, memorable customer experience—without any expectation or encouragement of a review in return. If at any point in time of the electrical installation or electrical troubleshooting you notice or see something that may be off or may need adjustment or any possible concern that comes to your attention, please bring it up to our technician attention immediately so we can get it taken care of for you as soon as possible. If at any point in time you feel that you need an update on the job, please feel free to ask the technician as soon as possible and we will be happy to answer all of the questions for you.

City Of Baldwin Park Tiny Homes 2.0 Anthony
Vasquez

Bernardo Navarrete

From: Fernando Rubio
Sent: Wednesday, June 29, 2022 6:28 AM
To: Anthony Vazquez; Bernardo Navarrete
Subject: RE: Electrical Vendors for Tony Homes 2.0

Good morning,

I don't know if its going to make a difference in the scope of work, but we may have to add H-VAC to the garage that were planning to convert into a entertainment room.

From: Anthony Vazquez <AVazquez@baldwinpark.com>
Sent: Tuesday, June 28, 2022 1:56 PM
To: Bernardo Navarrete <BNavarrete@baldwinpark.com>; Fernando Rubio <FRubio@baldwinpark.com>
Subject: Electrical Vendors for Tony Homes 2.0

Hey Bernie/ Fernando,

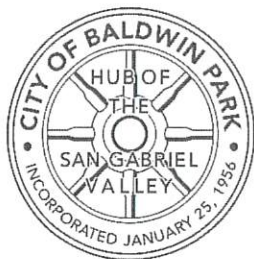
I am currently waiting for the following vendors to either provide a quote or to respond to me via email so I can email them the scope and attachments to provide a quote:

- ASI Electrical - Sergio
- INCEPTION ELECTRIC
 - 1336 East Covina Boulevard, Covina, ZIP 91724
 - (626) 766-2709
- NEW LIGHT ELECTRIC
 - 4426 Heather Rd, Long Beach, CA 90808
 - (562) 400-9064
- OMEGA ELECTRICAL INC.
 - La Puente CA, 91744
 - (626) 324-6442

} — Non - Responsive

} — Non - Responsive.

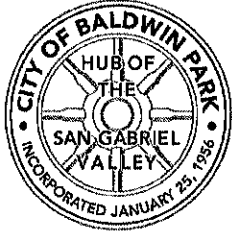
Let me know if you have any questions.



Anthony Vazquez

Public Works Manager
City of Baldwin Park
13135 E. Garvey Ave
Baldwin Park CA 91706
(626) 960-3993
avazquez@baldwinpark.com

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: June 15, 2022
SUBJECT: Approval of Procurement Proposals and Authorization to Set Expenditure Limits for the Development of Phase I of the Garvey Family Site Project at 13167 Garvey Avenue Consisting of Material and Equipment Procurements, Site Preparation and Maintenance Work

SUMMARY

This item request approval of equipment procurement proposals and to set expenditure limits for various facets of development for the Garvey Family Bridge Housing Site Project to be constructed at 13167 Garvey Avenue. Expenditures include procurement of family shelter units, trailer facilities (for on-site laundry, restrooms and showers), procurement of portable solar lighting fixtures, installation of electrical equipment including electrical connections to shelters, installation of security surveillance system, construction of wooden deck, installation of plumbing equipment to trailer facilities, ADA compliancy work, decorative pavement paint, fence alterations, site landscaping and site preparation. The funds for the project would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). SGVRHT has already provided the city with a 25% advance of funds totaling \$312,500 to commence the procurement of long-lead items.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve equipment and materials procurement proposals from:
 - a. Greenshine, Inc. for purchase of portable lighting fixtures in the amount of \$25,706.00
 - b. Montondo Trailer, LLC for procurement of trailers in the amount of \$220,000.00 including 50% deposit; and
 - c. Boss Homes, LLC for procurement of shelters in the amount of \$415,294.00 including 50% deposit; and
2. Authorize a total not-to-exceed amount of \$272,000.00 for professional services and material procurement for the development of the project and authorize staff to seek proposals for services as outlined below:
 - a. On-site electrical connections to shelters
 - b. Plumbing services for on-site gas, sewer and water connections to facilities
 - c. Security surveillance system
 - d. Construction of a wooden deck including material procurement
 - e. Decorative asphalt pavement painting including material procurement
 - f. Construction of ADA compliancy site features including ADA entrance, ramps and path of travel modifications
 - g. Alterations to an existing fence including decorative fencing
 - h. Site preparation including rental equipment
 - i. Site landscaping including procurement of trees
3. Authorize the Public Works Director to execute the procurement and professional services proposals and to coordinate with the various entities in all elements as necessary to complete the improvements at the site; and
4. Authorize the Director of Finance to make the necessary budget adjustments and processing of invoices including reimbursement request made to the SGVRHT for qualified expenditures.

FISCAL IMPACT

There is no impact to the General Fund. City expenditures have been pre-approved and will be reimbursed by the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). The Finance Department has created various expenditure accounts under Fund 270 for this project. The table below lists expenditure limits for various components of the project:

Description		Account Number	Not-to-Exceed Amount
Greenshine, Inc.	Portable solar lighting	270-50-520-58110-55023	\$25,706.00
Montondo Trailer, LLC	Restroom/shower facilities	270-50-520-58110-55023	\$220,000.00
Boss Homes, LLC	Modular family shelter units	270-50-520-58110-55023	\$415,294.00
Electrical Services (future)	Electrical equip./connections	270-50-520-58100-55023	\$35,000.00
Plumbing Services (future)	On-site gas/sewer/water	270-50-520-58100-55023	\$30,000.00
Security Services (future)	Surveillance system install	270-50-520-58100-55023	\$40,000.00
Carpentry Services (future)	Wooden deck construction	270-50-520-58100-55023	\$50,000.00
Pavement Paint (future)	Asphalt painted playground	270-50-520-58100-55023	\$25,000.00
ADA Construction (future)	Site access and ramps	270-50-520-58100-55023	\$35,000.00
Fencing (future)	Decorative fence and mod.	270-50-520-58100-55023	\$25,000.00
Site Preparation (future)	Site demo and rental equip.	270-50-520-58100-55023	\$20,000.00
Site Landscaping (future)	Planters and Trees	270-50-520-58110-55023	\$12,000.00
Estimated Expenditure Amount			\$933,000.00

BACKGROUND

In the summer of 2021, the SGVRHT received a State Budget Earmark of \$20 million to address the affordable housing shortage and homeless crisis in the San Gabriel Valley. Last Fall, the SGVRHT solicited interested cities to submit a Letter of Intent and Application for funding under the HHPP. The City Council directed staff to apply for the HHPP grant and Baldwin Park was awarded \$1,125,000 to develop and operate bridge housing for homeless families at 13167 Garvey Avenue.

At their February 16, 2022, City Council Meeting, City Council provided staff direction to enter into an agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) to receive the grant funds and commence development of the program. Also, at this meeting, the City Council directed staff to prepare a site plan and schematic design for the development and, when ready, return at a subsequent City Council meeting for review, discussion, and direction thereof.

On April 20, 2022, the Mayor and City Council provided direction to proceed with procurement of long-lead items to meet the project's schedule.

On June 1, 2022, the City Council reviewed and approved the proposed site layout and schematic design and authorized staff to commence the community engagement and site development phases of the project.

DISCUSSION

City staff has been actively working with the various stakeholders, including SGVRHT, coordinating with SRK architects, shelter vendor, trailer facility vendor and others in the development of the site. Staff has coordinated closely with SRK through the schematic design process and current finalized site plan addressing all integral components for the project with emphasis on the needs for future family residents. In addition to the site preparation, city staff has taken-on additional construction related components such as construction management, procurement of materials, coordination with various professional services consultants and in-house support from the Public Works Maintenance Division.

Based on Council direction, and in order to achieve long-lead times to meet the project timelines, staff has negotiated and obtained proposals and quotes for procurement of portable shelter units, trailer facilities and solar lighting fixtures. Notices to proceed with the work have been issued to ensure that the equipment arrives on time for installation. Vendors sourced, Boss Homes, Montondo Trailer, and Greenshine have agreed to accommodate the project's aggressive timeline and initiate fabrication through standard procurement processes.

Boss Homes, LLC has agreed to commence fabrication for the shelter units with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$415,294 are sixteen (16) units, two (2) unit pairs will be interconnected with a pass-through door to accommodate larger families. Boss Homes' shelters had already been previously selected by staff through an RFP process for Esperanza Villa. Due to its supply chain constraints, Boss Homes did not meet the timeline requirements at that time, so Staff turned to an alternative vendor who was able to accommodate Esperanza Villa's aggressive schedule. However, Boss Homes has overcome their supply chain issues and have committed to a tentative delivery of the units by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled grand opening. A notice to proceed was issued to Boss Homes on May 11th, 2022, to begin fabrication of the units.

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As the procurement process progresses, close coordination with various other professional services consultants and contractors will be crucial for the success of the project. At the time of preparation of this report, not all third-party partners, consultants and contractors necessary to complete the development of the site have been selected. Staff is seeking approval of not-to-exceed expenditure limits to be set for procuring professional and contractual services in order to expedite the development of the site. This includes electrical work, sewer and gas connections, security surveillance system, fence modification, asphalt painting, landscaping, and carpentry work. Staff will seek several quotes,

per the City's purchasing policy and when ready will process the purchase orders and invoices appropriately.

All procurement materials and professional services proposed in this report have been pre-approved by SGVRHT and will be reimbursed upon completion of the work. Therefore, staff recommends that the City Council approve the proposals and set the expenditure limits and authorize staff to proceed with the procurement of services.

ALTERNATIVES

1. The City Council may choose not to approve the proposals and authorize the expenditures. This action is not recommended as this action will delay the tentatively scheduled September 17th, 2022, completion date for the site and delay the housing opportunity to Baldwin Park families experiencing homelessness.
2. Provide Staff with alternate direction.

LEGAL REVIEW

None Required

ATTACHMENTS

1. Proposals for Services

- Electrical Services (HVAC)
- Orig. quote + Add'l Quotes

PO# 02660

Vendor: Automation Solutions Inc.
Address: 5277 N. Vincent St., #45
 Irwindale, CA 91706
Phone #: (626) 812-4488 **Fax #:**

ANNUAL PURCHASE ORDER FY 2021-2022

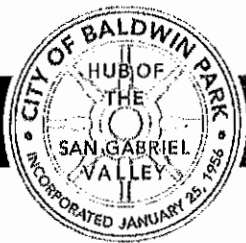
Please provide justification for purchase below:

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

Name of employee who obtained / received quotes: Anthony Vazquez

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

Revised 6-27-2019



Sam Gutierrez, Director of Public Works

September 1, 2022

Sergio Venegas
Automation Solutions Inc.
5277 N. Vincent St. #45
Irwindale, CA 91706

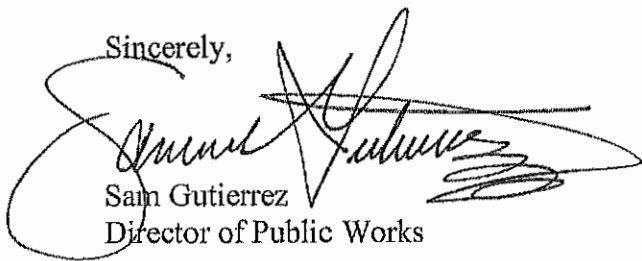
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Mr. Venegas,

This letter will serve as your **NOTICE TO PROCEED** with the order detailed on your proposal dated August 15, 2022 in the amount of \$7,032.50. A purchase order will be issued for the total amount within thirty (30) days after services are fulfilled. You are hereby notified that the Effective Start Date for the project is September 1, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,



Sam Gutierrez
Director of Public Works

AUTOMATION SOLUTIONS INC.

5277 N. VINCENT STREET #45 IRVINDALE, CALIFORNIA 91706 PHONE 626.812.4488 FAX 626.812.7799 LICENSE #907504

CITY OF BALDWIN PARK
131535 GAREY AVE.
BALDWIN PARK, CA 91706
PH: 626-960-3993 EXT.518

AUGUST 15, 2022

CONTACT: ANTHONY VAZQUEZ

QUOTE: 08015022

PROJECT: AC FOR TINY HOME 2.0

SCOPE OF WORK:

- 1) INSTALL ONE 1.5 TON MINI SPLIT HEAT PUMP IN UNIT MEASURING 31'X21'X10' CEILING.
- 2) INSTALL ONE 1 TON MINI SPIT HEAT PUMP IN UNIT MEASURING 16'X16'X8' CEILING.
- 3) INSTALL POWER TO TWO MINISPLIT CONDENSERS.
- 4) INSTALL EVAPORATORS IN UNITS.
- 5) CONNECT CONTROL POWER FROM THE CONDENSERS TO THE EVAPORATORS.
- 6) POWER UP AND VERIFY OPERATION.

NOTES:

- ANY PERMITTING FEES, IF NECESSARY, ARE THE RESPONSIBILITY OF THE CUSTOMER.
- ALL WORK WILL COMPLY WITH LOCAL BUILDING AND ELECTRICAL CODE REQUIREMENTS.
- CITY OF BALDWIN PARK CITY LICENSE #1002901

LABOR COST: \$ 3,200.00

MATERIAL COST: \$ 3,500.00

9.5% SALES TAX: \$ 332.50

JOB COST: \$ 7,032.50

SEVEN THOUSAND THIRTY TWO DOLLARS AND FIFTY CENTS.

SUBMITTED BY: _____
SERGIO VENEGAS

ACCEPTED BY: _____



Prepared For

City of Baldwin Park
13135 Garvey Ave.
Baldwin Park, California 91706
(626) 224-0102

Canyon City Cooling

16602 E. Masline St.
Covina, California 91722
Phone: (626) 216-9183
Email: canyoncitycooling626@gmail.com

Estimate # 149
Date 08/12/2022
Business / Tax # C-20 Lic. # 904159

Description	Total
3 ton A/C Pro ductless mini split heat pump system	\$13,850.00

I propose to install a new 3 ton A/C Pro ductless mini split heat pump system for recreation center.

Scope of work:

- Mount high wall indoor unit on north wall.
- Install wired controller for indoor unit.
- Run refrigeration lines through the wall and up to the roof top.
- Support refrigerant lines on roof top with durablock roof mounts.
- Install speedy channel line set cover on exterior wall.
- Mount new condensing unit on the roof using durablock roof mounts.
- Run independent 230 volt power supply to system.
- Install fused disconnect box near outdoor unit.
- Install surge protection for outdoor unit.
- Install gravity drain line through the wall.
- Core through ground and install french drain for condensation line termination.
- Pressure test system with nitrogen.
- Start up and commission new system.

Price includes parts and labor. System comes with a manufacturer 7 year warranty and 1 year installation warranty from Canyon City Cooling Inc.

Payment schedule:

50% down payment upon acceptance of this proposal and balance due upon completion.

As of 8/12/2022 equipment is readily available.

Subtotal	\$13,850.00
Total	\$13,850.00
Deposit Due	\$6,925.00

Payment Schedule

Deposit (50%)	\$6,925.00
Upon completion (50%)	\$6,925.00

Bernardo Navarrete

From: Anthony Vazquez
Sent: Monday, August 29, 2022 3:02 PM
To: Bernardo Navarrete
Cc: Fernando Rubio; Sam Gutierrez
Subject: Quotes for HVAC
Attachments: canyoncitycooling_estimate_149.pdf; ASI _ TINY_H2_AC.doc

Follow Up Flag: Follow up
Flag Status: Flagged

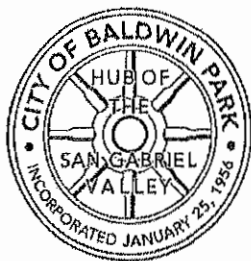
Hey Bernie,

Please proceed with Requisition for HVAC work to be performed by ASI.

Quotes were from:

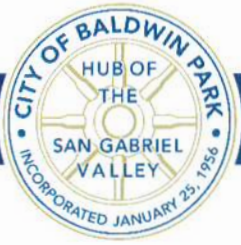
1. ASI – see attached
2. Canyon City Cooling – see attached
3. Pomona Valley PTA Specialist – No response

Let me know if you have any questions. We would like for Sergio to proceed as soon as possible.



Anthony Vazquez

Public Works Manager
City of Baldwin Park
13135 E. Garvey Ave
Baldwin Park CA 91706
(626) 960-3993
avazquez@baldwinpark.com



Sam Gutierrez, Director of Public Works

July 21, 2022

Oscar Miranda
Sewer Pros
1692 New York Dr.
Altadena, CA 91001

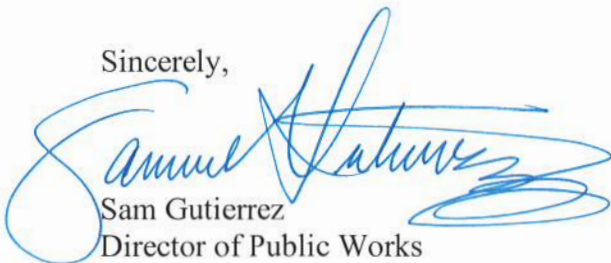
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Mr. Miranda,

This letter will serve as your **NOTICE TO PROCEED** with the order detailed on your proposal dated July 14, 2022 in the amount of \$20,682.00. A purchase order will be issued for the total amount within thirty (30) days after services are fulfilled. You are hereby notified that the Effective Start Date for the project is July 21, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,



Sam Gutierrez
Director of Public Works

Date:	07/21/22	P.O. #:	
Requisition #:		Vendor #:	
Date Required:	07/25/22	Order Date:	
Vendor: Sewer Pros			
Address: 1692 New York Dr.			
Altadena, CA 91001			

ANNUAL PURCHASE ORDER FY 2021-2022

[illegible]

Please provide justification for purchase below:

Lowest quote for the Tiny Homes - Family Site Project. Additional Vendors were non-responsive to job site-walk and on providing a proposal on project scope.

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	Sewer Pros	(626) 419-0683	Oscar Miranda	\$ 20,682.00
☒	Email	High Speed Root & Plumbing	(213) 949-4202	Non-Responsive	Non-Responsive
☐	Internet	CJ's Plumbing & Rootter	(562) 320-5093	Non-Responsive	Non-Responsive
☐	Other (Please provide explanation):				

Name of employee who obtained / received quotes:

Anthony Vazquez

Division Head Approval:

Department Head Approval:

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

CEO Approval:

Revised 6-27-2019

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

SEWER PROS

Estimate

Estimate No: 6
Date: 07/14/2022

1692 new york dr Altadena, CA 91001
sewerpros777@gmail.com
(626)4190683

For: City of Baldwin ark
avazquez@baldwinpark.com
(626) 960-4011

Description	Quantity	Rate	Amount
Trenchless boring Horizontally bore sloped route for trenchless sewer installation	1	\$1,625.00	\$1,625.00
Pipe burst Pipe burst sewer lateral from Mobile restrooms and showers to pre-existing clay sewer lateral	1	\$13,250.00	\$13,250.00
Potable water service Run water service line from Existing building to portable restrooms and showers	1	\$4,275.00	\$4,275.00

Subtotal	\$19,150.00
TAX 8%	\$1,532.00
Total	\$20,682.00

TOTAL	\$20,682.00
--------------	--------------------

Comments

City of Baldwin Park is to excavate any trenches or potholes that may be necessary for Boring or pipe bursting

Bernardo Navarrete

From: Anthony Vazquez
Sent: Tuesday, July 19, 2022 3:38 PM
To: Bernardo Navarrete; Fernando Rubio
Cc: Sam Gutierrez
Subject: RE: Electrical Vendors for Tony Homes 2.0
Attachments: 085cfec1-0cf3-47aa-a38b-dfbb349dd716.pdf

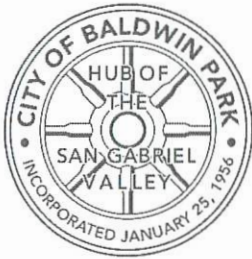
Follow Up Flag: Follow up
Flag Status: Completed

Hey Bernie,

Can you prepare the req and NTP for SEWER PROS for the Tiny Homes project? Sewer Pros was the only vendor that submitted a quote. Oscar from Sewer Pros can start as early as tomorrow if we give him the go ahead.

Please let me know if you have any questions.

Thanks,



Anthony Vazquez

Public Works Manager
City of Baldwin Park
13135 E. Garvey Ave
Baldwin Park CA 91706
(626) 960-3993
avazquez@baldwinpark.com

From: Anthony Vazquez
Sent: Thursday, June 30, 2022 7:30 AM
To: Bernardo Navarrete <BNavarrete@baldwinpark.com>; Fernando Rubio <FRubio@baldwinpark.com>
Subject: RE: Electrical Vendors for Tony Homes 2.0

Hey Bernie/ Fernando,

I am currently waiting for the following vendors (PLUMBING) to either provide a quote or to respond to me via email so I can email them the scope and attachments to provide a quote:

PLUMBING SERVICES

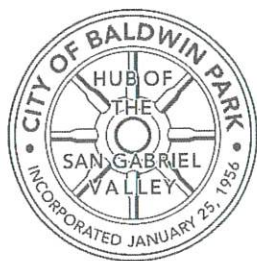
- SEWER PROS – Oscar
- HIGH SPEED ROOT AND PLUMBING
 - 3831 Arden Dr., El Monte CA
 - (213) 949-4202

- **CJ's PUMBING AND ROOTER**
 - 10743 Groveland Ave Whittier, CA 90603
 - (562) 320-5093

JOB WALK to be conducted at 9:30am on July 5th. Quotes are due July 12th by 5:00 pm.

Let me know if you have any questions.

Thanks,



Anthony Vazquez

Public Works Manager
City of Baldwin Park
13135 E. Garvey Ave
Baldwin Park CA 91706
(626) 960-3993
avazquez@baldwinpark.com

From: Anthony Vazquez

Sent: Tuesday, June 28, 2022 2:01 PM

To: Bernardo Navarrete <BNavarrete@baldwinpark.com>; Fernando Rubio <FRubio@baldwinpark.com>

Subject: RE: Electrical Vendors for Tony Homes 2.0

I'll be working on the scope as well. Electrical was first due to the long lead times for procuring equipment and SCE requests.

From: Bernardo Navarrete <BNavarrete@baldwinpark.com>

Sent: Tuesday, June 28, 2022 1:58 PM

To: Anthony Vazquez <AVazquez@baldwinpark.com>; Fernando Rubio <FRubio@baldwinpark.com>

Subject: RE: Electrical Vendors for Tony Homes 2.0

Thanks Anthony,

I will update them on my records. Do we happen to have quotes for Plumbing as well?

Let me know if I can help with anything.

Thank you,



Bernardo Navarrete

Engineering Assistant

City of Baldwin Park | Public Works

14403 E. Pacific Avenue, CA 91706

P: 626-960-4011, Ext: 115

bnavarrete@baldwinpark.com

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: June 15, 2022
SUBJECT: Approval of Procurement Proposals and Authorization to Set Expenditure Limits for the Development of Phase I of the Garvey Family Site Project at 13167 Garvey Avenue Consisting of Material and Equipment Procurements, Site Preparation and Maintenance Work

SUMMARY

This item request approval of equipment procurement proposals and to set expenditure limits for various facets of development for the Garvey Family Bridge Housing Site Project to be constructed at 13167 Garvey Avenue. Expenditures include procurement of family shelter units, trailer facilities (for on-site laundry, restrooms and showers), procurement of portable solar lighting fixtures, installation of electrical equipment including electrical connections to shelters, installation of security surveillance system, construction of wooden deck, installation of plumbing equipment to trailer facilities, ADA compliancy work, decorative pavement paint, fence alterations, site landscaping and site preparation. The funds for the project would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). SGVRHT has already provided the city with a 25% advance of funds totaling \$312,500 to commence the procurement of long-lead items.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve equipment and materials procurement proposals from:
 - a. Greenshine, Inc. for purchase of portable lighting fixtures in the amount of \$25,706.00
 - b. Montondo Trailer, LLC for procurement of trailers in the amount of \$220,000.00 including 50% deposit; and
 - c. Boss Homes, LLC for procurement of shelters in the amount of \$415,294.00 including 50% deposit; and
2. Authorize a total not-to-exceed amount of \$272,000.00 for professional services and material procurement for the development of the project and authorize staff to seek proposals for services as outlined below:
 - a. On-site electrical connections to shelters
 - b. Plumbing services for on-site gas, sewer and water connections to facilities
 - c. Security surveillance system
 - d. Construction of a wooden deck including material procurement
 - e. Decorative asphalt pavement painting including material procurement
 - f. Construction of ADA compliancy site features including ADA entrance, ramps and path of travel modifications
 - g. Alterations to an existing fence including decorative fencing
 - h. Site preparation including rental equipment
 - i. Site landscaping including procurement of trees
3. Authorize the Public Works Director to execute the procurement and professional services proposals and to coordinate with the various entities in all elements as necessary to complete the improvements at the site; and
4. Authorize the Director of Finance to make the necessary budget adjustments and processing of invoices including reimbursement request made to the SGVRHT for qualified expenditures.

FISCAL IMPACT

There is no impact to the General Fund. City expenditures have been pre-approved and will be reimbursed by the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). The Finance Department has created various expenditure accounts under Fund 270 for this project. The table below lists expenditure limits for various components of the project:

Description		Account Number	Not-to-Exceed Amount
Greenshine, Inc.	Portable solar lighting	270-50-520-58110-55023	\$25,706.00
Montondo Trailer, LLC	Restroom/shower facilities	270-50-520-58110-55023	\$220,000.00
Boss Homes, LLC	Modular family shelter units	270-50-520-58110-55023	\$415,294.00
Electrical Services (future)	Electrical equip./connections	270-50-520-58100-55023	\$35,000.00
Plumbing Services (future)	On-site gas/sewer/water	270-50-520-58100-55023	\$30,000.00
Security Services (future)	Surveillance system install	270-50-520-58100-55023	\$40,000.00
Carpentry Services (future)	Wooden deck construction	270-50-520-58100-55023	\$50,000.00
Pavement Paint (future)	Asphalt painted playground	270-50-520-58100-55023	\$25,000.00
ADA Construction (future)	Site access and ramps	270-50-520-58100-55023	\$35,000.00
Fencing (future)	Decorative fence and mod.	270-50-520-58100-55023	\$25,000.00
Site Preparation (future)	Site demo and rental equip.	270-50-520-58100-55023	\$20,000.00
Site Landscaping (future)	Planters and Trees	270-50-520-58110-55023	\$12,000.00
Estimated Expenditure Amount			\$933,000.00

BACKGROUND

In the summer of 2021, the SGVRHT received a State Budget Earmark of \$20 million to address the affordable housing shortage and homeless crisis in the San Gabriel Valley. Last Fall, the SGVRHT solicited interested cities to submit a Letter of Intent and Application for funding under the HHPP. The City Council directed staff to apply for the HHPP grant and Baldwin Park was awarded \$1,125,000 to develop and operate bridge housing for homeless families at 13167 Garvey Avenue.

At their February 16, 2022, City Council Meeting, City Council provided staff direction to enter into an agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) to receive the grant funds and commence development of the program. Also, at this meeting, the City Council directed staff to prepare a site plan and schematic design for the development and, when ready, return at a subsequent City Council meeting for review, discussion, and direction thereof.

On April 20, 2022, the Mayor and City Council provided direction to proceed with procurement of long-lead items to meet the project's schedule.

On June 1, 2022, the City Council reviewed and approved the proposed site layout and schematic design and authorized staff to commence the community engagement and site development phases of the project.

DISCUSSION

City staff has been actively working with the various stakeholders, including SGVRHT, coordinating with SRK architects, shelter vendor, trailer facility vendor and others in the development of the site. Staff has coordinated closely with SRK through the schematic design process and current finalized site plan addressing all integral components for the project with emphasis on the needs for future family residents. In addition to the site preparation, city staff has taken-on additional construction related components such as construction management, procurement of materials, coordination with various professional services consultants and in-house support from the Public Works Maintenance Division.

Based on Council direction, and in order to achieve long-lead times to meet the project timelines, staff has negotiated and obtained proposals and quotes for procurement of portable shelter units, trailer facilities and solar lighting fixtures. Notices to proceed with the work have been issued to ensure that the equipment arrives on time for installation. Vendors sourced, Boss Homes, Montondo Trailer, and Greenshine have agreed to accommodate the project's aggressive timeline and initiate fabrication through standard procurement processes.

Boss Homes, LLC has agreed to commence fabrication for the shelter units with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$415,294 are sixteen (16) units, two (2) unit pairs will be interconnected with a pass-through door to accommodate larger families. Boss Homes' shelters had already been previously selected by staff through an RFP process for Esperanza Villa. Due to its supply chain constraints, Boss Homes did not meet the timeline requirements at that time, so Staff turned to an alternative vendor who was able to accommodate Esperanza Villa's aggressive schedule. However, Boss Homes has overcome their supply chain issues and have committed to a tentative delivery of the units by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled grand opening. A notice to proceed was issued to Boss Homes on May 11th, 2022, to begin fabrication of the units.

Montondo Trailer, LLC has agreed to commence fabrication for the trailer facilities with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$220,000 are two (2) trailers; the first trailer will provide five (5) restroom/shower combination rooms, one will be ADA accessible. The second trailer will provide a laundry facility with six (6) stacked washer/dryers and three (3) additional restrooms. Staff worked with various vendors and obtained several quotes, ultimately, Montondo Trailer was the only vendor able to meet the projects specifications and schedule. A notice to proceed was issued to Montondo Trailer on April 25, 2022, to begin fabrication of the trailer facilities and has agreed on a tentative delivery of the trailers by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled completion date.

Greenshine has agreed to commence fabrication for the portable solar lighting fixtures with a notice to proceed with the overall cost to be paid upon delivery and inspection. Included with the overall cost of \$25,705.30 are four (4) portable light poles which would provide sufficient lighting for the site supported by a client-provided photometric simulation. Staff worked on sourcing other vendors, however, after diligent research and coordination, other vendors were not able to provide a turn-key solution that includes LED fixtures, Solar Panel, Battery, Pole and built-in concrete base. Greenshine's PORTA solution was also the vendor selected for the Esperanza Villa project. Staff is well-versed on its effort to assemble the portable lights on-site and they have been a great lighting solution for the Esperanza Villa site. A notice to proceed was issued on May 11, 2022, to begin fabrication of the portable lights and has agreed on a tentative delivery of the units in early to middle of September to provide ample time for on-site assembly and placement.

As the procurement process progresses, close coordination with various other professional services consultants and contractors will be crucial for the success of the project. At the time of preparation of this report, not all third-party partners, consultants and contractors necessary to complete the development of the site have been selected. Staff is seeking approval of not-to-exceed expenditure limits to be set for procuring professional and contractual services in order to expedite the development of the site. This includes electrical work, sewer and gas connections, security surveillance system, fence modification, asphalt painting, landscaping, and carpentry work. Staff will seek several quotes,

per the City's purchasing policy and when ready will process the purchase orders and invoices appropriately.

All procurement materials and professional services proposed in this report have been pre-approved by SGVRHT and will be reimbursed upon completion of the work. Therefore, staff recommends that the City Council approve the proposals and set the expenditure limits and authorize staff to proceed with the procurement of services.

ALTERNATIVES

1. The City Council may choose not to approve the proposals and authorize the expenditures. This action is not recommended as this action will delay the tentatively scheduled September 17th, 2022, completion date for the site and delay the housing opportunity to Baldwin Park families experiencing homelessness.
2. Provide Staff with alternate direction.

LEGAL REVIEW

None Required

ATTACHMENTS

1. Proposals for Services

- CARPENTRY
-
- Request For PO

Job Specific Purchase Requisition Serenity Homes

Please provide justification for purchase below:

Purchase order needed in order for a vendor to build and install custom steps for Tiny Home village _ Serenity Homes. PW staff was running out of time. In order to meet deadline, staff reached out to current vendors on-site for quotes. Sewer Pros was the lowest quoted vendor. They were able to provide all necessary material and complete work within a short timeline.

<u>Method:</u>	<u>Vendors:</u>	<u>Phone # or Web Address:</u>	<u>Contact Person or Email:</u>	<u>Quotes:</u>
☒ Telephone	Sewer Pros	626.419.0683	Oscar Miranda	\$4,500.00
☐ Email	Greg Ruvolo	(562) 824-7725	Greg	\$5,000.00
☐ Internet	Rams Fence	(626) 494-3289	Andy	\$6,000.00
☒ Other (Please provide explanation):	In-Person			

	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)

Revised 6-27-2019

SEWER PROS

Invoice

Invoice No: 20
Date: 11/02/2022
Terms: NET 0
Due Date: 11/02/2022

1692 new york dr Altadena, CA 91001
sewerpros777@gmail.com
(626)4190683

Bill To: City of Baldwin ark
avazquez@baldwinpark.com
(626) 960-4011

Description	Quantity	Rate	Amount
Tiny homes 2.0 Steps	12	\$375.00	\$4,500.00
Build entry steps for tiny homes materials & labor included			

Subtotal	\$4,500.00
Includes TAX 8%	\$333.33
Total	\$4,500.00
Paid	\$0.00

BALANCE DUE	\$4,500.00
--------------------	-------------------

Please detach and send with remittance to:

Sewer pros
1692 new york dr Altadena, CA 91001

Remittance Advice for Invoice # 20 on 11/02/2022

Balance Due

\$4,500.00

Paid

Received From: City of Baldwin ark

Card Type

Cardholder's Name

Card Number

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CVV

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Expiry Date

		/		
--	--	---	--	--

Signature

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Date:	07/21/22	Vendor:	Ram Construction and Fencing LLC
Requisition #:		Address:	50 Countrywood Dr.
Date Required:	07/25/22		Pomona, CA 91766
		P.O. #:	
		Vendor #:	
		Order Date:	

ANNUAL PURCHASE ORDER FY 2021-2022

[illegible]

Please provide justification for purchase below:

Lowest quote for the Tiny Homes - Family Site Project. Additional Vendors were non-responsive to job site-walk and on providing a proposal on project scope.

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	Ram Construction and Fencing LLC	(626) 494-3289	Andres Ruesga	\$ 20,500.00
☒ Email	Greg Ruvalo	(562) 824-7725	Greg Ruvalo	Non-Responsive
☐ Internet	Canales Construction	(626) 221-8184	Gabriel Canales	Non-Responsive
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes:

Anthony Vazquez

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)



Sam Gutierrez, Director of Public Works

July 21, 2022

Andres Ruesga
Ram Construction and Fencing LLC
50 Countrywood Dr.
Pomona, CA 91766

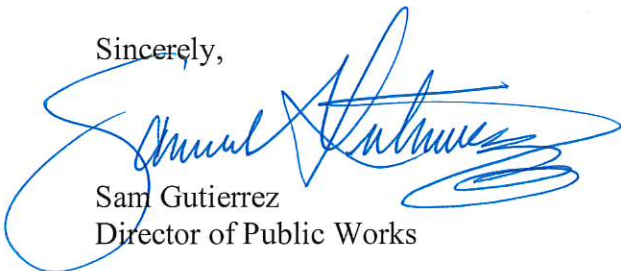
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Mr. Ruesga,

This letter will serve as your **NOTICE TO PROCEED** with the order detailed on your proposal dated July 21, 2022 in the amount of \$20,500.00. A purchase order will be issued for the total amount within thirty (30) days after services are fulfilled. You are hereby notified that the Effective Start Date for the project is July 21, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,



Sam Gutierrez
Director of Public Works

ESTIMATE



Ram Construction and
Fencing LLC.

DATE

7/21/22

ESTIMATE

Phone (626) 494 3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK-PATIO DECK

-WORK WILL CONSIST OF INSTALLATION OF PATIO DECK APPROX 16' WIDE X 70' LENGTH
-STRUCTURAL FRAMING & DECKING MATERIALS WILL CONSIST OF THE FOLLOWING
MATERIALS PROVIDED BY CUSTOMER

PHASE 1-STRUCTURAL FRAMING LABOR

-POST 4"X4"X 4'- 21 PCS
-BEAM SADDLE 4"X8"X12"-21 PCS
-BEAM FRAME SPECS 4"X8"X12'-PCS 21
-JOIST SPECS 2"X6"X10'-PCS 180
-JOIST BRACKETS 2"X6"- PCS 720
-MISCELLANEOUS MATERIALS
-3 LOCATIONS OF STEPS FOR ACCESS APPROX 10'WIDE X 4' HEIGHT - APPROX 4
/HEIGHTS/STEPS PER ENTRY
-NAILS -SCREWS - LAG BOLTS -
-FRAME PLANTERS/ SITTING BENCH

PHASE 2- TREX DECK LABOR INSTALLATION

-2" X 6" X 16' TREX DECK WOOD TEXTURE FINISH PC'S 170 - COLOR DETERMINE BY CUSTOMER

-DECK BRACKETS APPROX 1000 PC'S NEEDED

-WOOD SCREWS

-3/4 MAN CREW

-TIME TO COMPLETED PROJECT 3-4 WEEKS

(NOTE)-ALL FRAMING AND DECKING MATERIALS WILL PROVIDED BY CUSTOMER

(NOTE) CONTRACTOR WILL PROVIDE LABOR AND EQUIPMENT/TOOLS

(NOTE) ANY ADDITIONAL WORK NOT MENTION ON THIS PROPOSAL WILL BE A CHANGE ORDER - & BILLED AS "TIME AND MATERIALS"

(NOTE) "TIME AND MATERIALS"- PRICE WOULD VERY DEPENDING ON WHAT WORK WILL BE NEEDED TO BE COMPLETED.

TOTAL \$20,500

BEST
ANDRES RUESGA

From: Bernardo Navarrete <BNavarrete@baldwinpark.com>
Sent: Tuesday, July 19, 2022 4:01 PM
To: Anthony Vazquez <AVazquez@baldwinpark.com>
Cc: Fernando Rubio <FRubio@baldwinpark.com>; Sam Gutierrez <SGutierrez@baldwinpark.com>
Subject: RE: TINY HOMES 2.0 - Wood Deck

Thank you, I will look out for the revised quote from RAMS and contact information for the non-responsive third quote.

Thank you,



Bernardo Navarrete
Engineering Assistant
City of Baldwin Park | Public Works
14403 E. Pacific Avenue, CA 91706
P: 626-960-4011, Ext: 115
bnavarrete@baldwinpark.com

From: Anthony Vazquez <AVazquez@baldwinpark.com>
Sent: Tuesday, July 19, 2022 3:46 PM
To: Bernardo Navarrete <BNavarrete@baldwinpark.com>
Cc: Fernando Rubio <FRubio@baldwinpark.com>; Sam Gutierrez <SGutierrez@baldwinpark.com>
Subject: TINY HOMES 2.0 - Wood Deck

Hey Bernie,

RAMS Fence and Construction is the only vendor who submitted a quote for a deck. He will be updating his quote based on the latest email I sent him today 7.19.2022 changing his scope of services. Once I receive the latest quote, I will forward it to you. In the meantime, the following individuals/ companies were invited to participate but were non-responsive besides Rams Fence and Construction:

- Rams Fence and Construction
 - Andy Ruesga (626) 494-3289
- **Greg Ruvolo: Contact # (562) 824-7725** - Non-Responsive
- **Fernando to provide third vendors contact information**

Let me know if you have any questions.

Thanks,

Bernardo Navarrete

From: Anthony Vazquez
Sent: Thursday, July 21, 2022 3:14 PM
To: Bernardo Navarrete; Fernando Rubio
Cc: Sam Gutierrez
Subject: RE: TINY HOMES 2.0 - Wood Deck
Attachments: BALDWIN PARK 1 LABOR DECK CHANGE .pdf

Hey Bernie,

Please see the following updated quote from Rams Fence.

Let m know fi you have any question.

Thanks,

Anthony

From: Bernardo Navarrete <BNavarrete@baldwinpark.com>
Sent: Wednesday, July 20, 2022 7:56 AM
To: Fernando Rubio <FRubio@baldwinpark.com>; Anthony Vazquez <AVazquez@baldwinpark.com>
Cc: Sam Gutierrez <SGutierrez@baldwinpark.com>
Subject: RE: TINY HOMES 2.0 - Wood Deck

Thank you sir.



Bernardo Navarrete
Engineering Assistant
City of Baldwin Park | Public Works
14403 E. Pacific Avenue, CA 91706
P: 626-960-4011, Ext: 115
bnavarrete@baldwinpark.com

From: Fernando Rubio <FRubio@baldwinpark.com>
Sent: Wednesday, July 20, 2022 5:57 AM
To: Bernardo Navarrete <BNavarrete@baldwinpark.com>; Anthony Vazquez <AVazquez@baldwinpark.com>
Cc: Sam Gutierrez <SGutierrez@baldwinpark.com>
Subject: RE: TINY HOMES 2.0 - Wood Deck

Good morning,

Third quote was non-responsive. Contractors information is **Gabriel Canales of Canales Construction 626-221-8184**, email gabecanales@hotmail.com.

Thanks,

Non - Responsive

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: June 15, 2022
SUBJECT: Approval of Procurement Proposals and Authorization to Set Expenditure Limits for the Development of Phase I of the Garvey Family Site Project at 13167 Garvey Avenue Consisting of Material and Equipment Procurements, Site Preparation and Maintenance Work

SUMMARY

This item request approval of equipment procurement proposals and to set expenditure limits for various facets of development for the Garvey Family Bridge Housing Site Project to be constructed at 13167 Garvey Avenue. Expenditures include procurement of family shelter units, trailer facilities (for on-site laundry, restrooms and showers), procurement of portable solar lighting fixtures, installation of electrical equipment including electrical connections to shelters, installation of security surveillance system, construction of wooden deck, installation of plumbing equipment to trailer facilities, ADA compliancy work, decorative pavement paint, fence alterations, site landscaping and site preparation. The funds for the project would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HPPP). SGVRHT has already provided the city with a 25% advance of funds totaling \$312,500 to commence the procurement of long-lead items.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve equipment and materials procurement proposals from:
 - a. Greenshine, Inc. for purchase of portable lighting fixtures in the amount of \$25,706.00
 - b. Montondo Trailer, LLC for procurement of trailers in the amount of \$220,000.00 including 50% deposit; and
 - c. Boss Homes, LLC for procurement of shelters in the amount of \$415,294.00 including 50% deposit; and
2. Authorize a total not-to-exceed amount of \$272,000.00 for professional services and material procurement for the development of the project and authorize staff to seek proposals for services as outlined below:
 - a. On-site electrical connections to shelters
 - b. Plumbing services for on-site gas, sewer and water connections to facilities
 - c. Security surveillance system
 - d. Construction of a wooden deck including material procurement
 - e. Decorative asphalt pavement painting including material procurement
 - f. Construction of ADA compliancy site features including ADA entrance, ramps and path of travel modifications
 - g. Alterations to an existing fence including decorative fencing
 - h. Site preparation including rental equipment
 - i. Site landscaping including procurement of trees
3. Authorize the Public Works Director to execute the procurement and professional services proposals and to coordinate with the various entities in all elements as necessary to complete the improvements at the site; and
4. Authorize the Director of Finance to make the necessary budget adjustments and processing of invoices including reimbursement request made to the SGVRHT for qualified expenditures.

FISCAL IMPACT

There is no impact to the General Fund. City expenditures have been pre-approved and will be reimbursed by the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHP). The Finance Department has created various expenditure accounts under Fund 270 for this project. The table below lists expenditure limits for various components of the project:

Description		Account Number	Not-to-Exceed Amount
Greenshine, Inc.	Portable solar lighting	270-50-520-58110-55023	\$25,706.00
Montondo Trailer, LLC	Restroom/shower facilities	270-50-520-58110-55023	\$220,000.00
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Electrical Services (future)	Electrical equip./connections	270-50-520-58100-55023	\$35,000.00
Plumbing Services (future)	On-site gas/sewer/water	270-50-520-58100-55023	\$30,000.00
Security Services (future)	Surveillance system install	270-50-520-58100-55023	\$40,000.00
Carpentry Services (future)	Wooden deck construction	270-50-520-58100-55023	\$50,000.00
Pavement Paint (future)	Asphalt painted playground	270-50-520-58100-55023	\$25,000.00
ADA Construction (future)	Site access and ramps	270-50-520-58100-55023	\$35,000.00
Fencing (future)	Decorative fence and mod.	270-50-520-58100-55023	\$25,000.00
Site Preparation (future)	Site demo and rental equip.	270-50-520-58100-55023	\$20,000.00
Site Landscaping (future)	Planters and Trees	270-50-520-58110-55023	\$12,000.00
Estimated Expenditure Amount			\$933,000.00

BACKGROUND

In the summer of 2021, the SGVRHT received a State Budget Earmark of \$20 million to address the affordable housing shortage and homeless crisis in the San Gabriel Valley. Last Fall, the SGVRHT solicited interested cities to submit a Letter of Intent and Application for funding under the HHP. The City Council directed staff to apply for the HHP grant and Baldwin Park was awarded \$1,125,000 to develop and operate bridge housing for homeless families at 13167 Garvey Avenue.

At their February 16, 2022, City Council Meeting, City Council provided staff direction to enter into an agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) to receive the grant funds and commence development of the program. Also, at this meeting, the City Council directed staff to prepare a site plan and schematic design for the development and, when ready, return at a subsequent City Council meeting for review, discussion, and direction thereof.

On April 20, 2022, the Mayor and City Council provided direction to proceed with procurement of long-lead items to meet the project's schedule.

On June 1, 2022, the City Council reviewed and approved the proposed site layout and schematic design and authorized staff to commence the community engagement and site development phases of the project.

DISCUSSION

City staff has been actively working with the various stakeholders, including SGVRHT, coordinating with SRK architects, shelter vendor, trailer facility vendor and others in the development of the site. Staff has coordinated closely with SRK through the schematic design process and current finalized site plan addressing all integral components for the project with emphasis on the needs for future family residents. In addition to the site preparation, city staff has taken on additional construction related components such as construction management, procurement of materials, coordination with various professional services consultants and in-house support from the Public Works Maintenance Division.

Based on Council direction, and in order to achieve long-lead times to meet the project timelines, staff has negotiated and obtained proposals and quotes for procurement of portable shelter units, trailer facilities and solar lighting fixtures. Notices to proceed with the work have been issued to ensure that the equipment arrives on time for installation. Vendors sourced, Boss Homes, Montondo Trailer, and Greenshine have agreed to accommodate the project's aggressive timeline and initiate fabrication through standard procurement processes.

Boss Homes, LLC has agreed to commence fabrication for the shelter units with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$415,294 are sixteen (16) units, two (2) unit pairs will be interconnected with a pass-through door to accommodate larger families. Boss Homes' shelters had already been previously selected by staff through an RFP process for Esperanza Villa. Due to its supply chain constraints, Boss Homes did not meet the timeline requirements at that time, so Staff turned to an alternative vendor who was able to accommodate Esperanza Villa's aggressive schedule. However, Boss Homes has overcome their supply chain issues and have committed to a tentative delivery of the units by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled grand opening. A notice to proceed was issued to Boss Homes on May 11th, 2022, to begin fabrication of the units.

Montondo Trailer, LLC has agreed to commence fabrication for the trailer facilities with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$220,000 are two (2) trailers; the first trailer will provide five (5) restroom/shower combination rooms, one will be ADA accessible. The second trailer will provide a laundry facility with six (6) stacked washer/dryers and three (3) additional restrooms. Staff worked with various vendors and obtained several quotes, ultimately, Montondo Trailer was the only vendor able to meet the projects specifications and schedule. A notice to proceed was issued to Montondo Trailer on April 25, 2022, to begin fabrication of the trailer facilities and has agreed on a tentative delivery of the trailers by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled completion date.

Greenshine has agreed to commence fabrication for the portable solar lighting fixtures with a notice to proceed with the overall cost to be paid upon delivery and inspection. Included with the overall cost of \$25,705.30 are four (4) portable light poles which would provide sufficient lighting for the site supported by a client-provided photometric simulation. Staff worked on sourcing other vendors, however, after diligent research and coordination, other vendors were not able to provide a turn-key solution that includes LED fixtures, Solar Panel, Battery, Pole and built-in concrete base. Greenshine's PORTA solution was also the vendor selected for the Esperanza Villa project. Staff is well-versed on its effort to assemble the portable lights on-site and they have been a great lighting solution for the Esperanza Villa site. A notice to proceed was issued on May 11, 2022, to begin fabrication of the portable lights and has agreed on a tentative delivery of the units in early to middle of September to provide ample time for on-site assembly and placement.

As the procurement process progresses, close coordination with various other professional services consultants and contractors will be crucial for the success of the project. At the time of preparation of this report, not all third-party partners, consultants and contractors necessary to complete the development of the site have been selected. Staff is seeking approval of not-to-exceed expenditure limits to be set for procuring professional and contractual services in order to expedite the development of the site. This includes electrical work, sewer and gas connections, security surveillance system, fence modification, asphalt painting, landscaping, and carpentry work. Staff will seek several quotes,

per the City's purchasing policy and when ready will process the purchase orders and invoices appropriately.

All procurement materials and professional services proposed in this report have been pre-approved by SGVRHT and will be reimbursed upon completion of the work. Therefore, staff recommends that the City Council approve the proposals and set the expenditure limits and authorize staff to proceed with the procurement of services.

ALTERNATIVES

1. The City Council may choose not to approve the proposals and authorize the expenditures. This action is not recommended as this action will delay the tentatively scheduled September 17th, 2022, completion date for the site and delay the housing opportunity to Baldwin Park families experiencing homelessness.
2. Provide Staff with alternate direction.

LEGAL REVIEW

None Required

ATTACHMENTS

1. Proposals for Services

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

Date: 11.3.2022 **Vendor:** Ram Construction and Fencing **P.O. #:** _____
Requisition #: _____ **Address:** 49460 Anniston Ave **Vendor #:** _____
Date Required: _____ Baldwin Park, Ca 91706 **Order Date:** _____
Phone #: 626-494-3289 **Fax #:** _____

ANNUAL PURCHASE ORDER FY 2021/2022

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Purchase requisition for ADA concrete work at Serenity Homes Project. Selected vendor			12,250.00
			will need to make various locations within project site ADA compliant. They will remove			
			and replace existing concrete walkways.			
			Quotes are based on initial concrete work details provided to potential bidding contractors.			
			PW Staff met with three (3) vendors on three different dates for a job walk. Quotes were			
			based off two walkways measuring 4' x 30'.			
			* Two (2) vendors were non-responsive. In order to meet deadlines, PW was not able to			
			reach out to a fourth vendor.		Subtotal:	12,250.00
					Tax:	
			* Contingency funds are being requested for potential added concrete work to be performed		Shipping:	
			by selected vendor, Rams Construction.		Total:	12,250.00

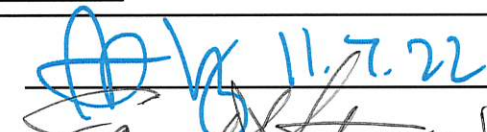
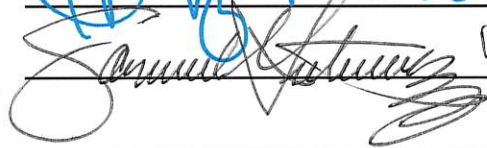
Please provide justification for purchase below:

Purchase requisition needed for ADA concrete work to ensure walking paths within Serenity Homes project was ADA compliant. Concrete work to be completed in phases.

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	Ram Construction and Fencing	626-494-3289	Andy Russga	only responsive quote
☐ Email	Canales Construction	(626) 221-8184	Gabriel	Non-responsive
☐ Internet	Greg Ruvalo	(562) 824-7725	Greg	Turned down job
☒ Other (Please provide explanation):	<u>Job walk conducted on 7.6.2022 and 7.7.2022</u>			

Name of employee who obtained / received quotes: Anthony Vazquez/ Fernando Rubio

Revised 6-27-2019	Division Head Approval:  11.7.22
	Department Head Approval: (\$10,001.00 - \$24,999.99 Requires CEO Approval)  11/8/22
	CEO Approval: (Over \$24,999.99 Requires City Council Approval)

ESTIMATE



Ram Construction and
Fencing LLC.

DATE

7/14/22

ESTIMATE

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

PAHSE 1-SCOPE OF WORK-CONCRECT -ADA

THE FOLLOWING 2 ACCESS AREAS WILL BE GETTING FORMED AND POURED WITH NEW CONCRECT FOR ADA ACCESS

2 ENTRANCE'S APPROX 4' WIDE X 30' LF

ADD AND POUR ON TOP OF EXISTING CONCRECT SLAP

FORM AND LAY 9 GAGE WIRE MESH BEFORE CONCRECT POUR

PHASE 1 TOTAL \$10,500

NOTE-ALL PRICES ARE APROOX BASED ON INFORMATION PROVIDED BY COSTUMER

BEST

ANDRES RUESGA

invoice



Ram Construction and
Fencing LLC.

DATE

9/26/22

Invoice #52

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK- CHANGE ORDERS CONCRETE POUR

-APPROX 7 YARDS OF CONCRETE WAS POURED AND FINISH AND COMPLIANCE WITH
ADA STANDERTS

-CONTRACTOR PROVIDED FORMING -CONCRETE TRUCK- PLUS FINISH WORK

-NOTE PRICE INCLUDED MATERIALS AND LABOR

TOTAL \$ 4,500

SCOPE OF WORK- HAND RAILS

-45' LF OF HANDRAILS FOR ADA RAMPS

-HANDRAILS CUSTOMER FABRICATED TO EACH RAMP AND INSTALLED

-HANDRAILS SAND BLASTED AND POWDER COATING FINISH

NOTE PRICE INCLUDED MATERIALS AND LABOR-INSTALLATION

TOTAL \$7,750

BEST
ANDRES RUESGA

ESTIMATE



Ram Construction and
Fencing LLC.

DATE

7/14/22

ESTIMATE

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

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BEST

ANDRES RUESGA

invoice



Ram Construction and
Fencing LLC.

DATE

9/26/22

Invoice #52

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

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TOTAL \$7,750

BEST
ANDRES RUESGA

Revised 6-27-2019



Sam Gutierrez, Director of Public Works

August 1, 2022

Greg Ruvalo
15021 Lashburn St.
Whittier, CA 90604

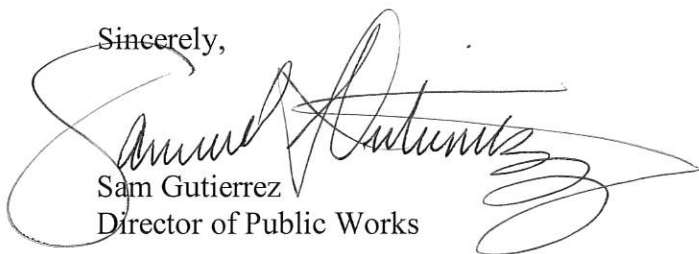
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Mr. Ruvalo,

This letter will serve as your **NOTICE TO PROCEED** with the order detailed on your proposal dated July 22, 2022 in the amount of \$23,200.00. A purchase order will be issued for the total amount within thirty (30) days after services are fulfilled. You are hereby notified that the Effective Start Date for the project is August 1, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,


Sam Gutierrez
Director of Public Works

Greg Ruvolo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Estimate

Estimate No: 484
Date: 07/22/2022

For: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: Tiny Homes 2.0

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
Fabricate Ada emergency gate with push panic bar at front fence line	1	\$4,010.00	\$4,010.00
8' high wrought iron fencing front of new deck to house wall	1	\$5,224.00	\$5,224.00
Fabricate ADA 'em ergency gate with push panic bar installed into wrought iron fence on new deck	1	\$4,010.00	\$4,010.00
labor to remove all existing razor wire	1	\$2,770.00	\$2,770.00
Fence between homes and facilities with 5' chain link fence. Supply (2) access gates locations TBD by customer	1	\$4,988.00	\$4,988.00
540 sf	1	\$2,198.00	\$2,198.00
Artificial boxwood hedge mat to cover existing back wall chain link fencing (labor and material)			
See photos below			
Subtotal			\$23,200.00
Shipping			\$0.00
Total			\$23,200.00
Total			\$23,200.00

Photo 1



ESTIMATE



Ram Construction and
Fencing LLC.

DATE

7/21/22

ESTIMATE

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

PAHSE 1-SCOPE OF WORK-RAZOR RIBBON

-ROMOVE EXISTING BOB WIRE APPROX 525 LF

PHASE 1 TOTAL \$5,250 .

PHASE 2-SCOPE OF WORK-ENRTY/EXIT WROUGHT IRON GATES

-2 MAIN WROUGHT IRON ENTRY/EXIT GATES WITH PANIC HARDWARE

-FABRICATE NEW GATES AND INSTALL AND MEET CITY'S TBD STANDARTS

PHASE 2 TOTAL \$5,500 .

PHASE 3 - SCOPE OF WORK -PRIVACY PLASTIC VINES

-INSTALL 126' LF X 6' HIGH PLASTIC VINES ON EXISTIGN WALL TOPPER CHAIN LINK
FENCE

TOTAL \$2,450 .

PHASE 4- SCOPE OF WORK CHAIN LINK GATE/PANELS

- 9 PC'S CHAIN LINK FENCE PANELS 4' WIDE X 5' HEIGHT

-2 PC'S OF CHAIN LINK GATES FOR ACCESS

PHASE 4 TOTAL \$5,500 .

PHASE 5-SCOPE OF WORK -IRON FENCE PANELS / DECK RAILS

APPROX 25' LF X 8' HIGH IRON PANEL

APPROX 25' LF X 5' HIGH DECK RAILS

PHASE 5 TOTAL \$4,500 .

[REDACTED]

BEST

ANDRES RUESGA

Bernardo Navarrete

From: Anthony Vazquez
Sent: Thursday, June 30, 2022 11:37 AM
To: Bernardo Navarrete; Fernando Rubio
Subject: Vendors for Tony Homes 2.0

Hey Bernie/ Fernando,

I am currently waiting for the following vendors (FENCING/ WROUGHT IRON) to either provide a quote or to respond to me via email so I can email them the scope and attachments to provide a quote:

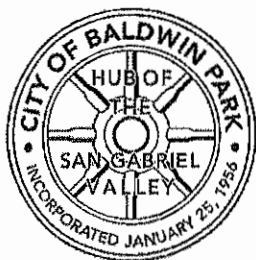
FENCING/ WROUGHT IRON SERVICES

- Greg Ruvolo
 - Whittier, CA
 - (562) 824-7725
- RAM FENCE Inc,
 - Andy Ruesga
 - (626) 494-3289
- LA FENCE CRAFT
 - 2088 Central Ave Ste D Duarte, CA 91010
 - (626) 263-1502

JOB WALK to be conducted at 11:00 am on July 5th. Quotes are due July 12th by 5:00 pm.

Let me know if you have any questions.

Thanks,



Anthony Vazquez

Public Works Manager
City of Baldwin Park
13135 E. Garvey Ave
Baldwin Park CA 91706
(626) 960-3993
avazquez@baldwinpark.com

From: Anthony Vazquez
Sent: Thursday, June 30, 2022 7:30 AM
To: Bernardo Navarrete <BNavarrete@baldwinpark.com>; Fernando Rubio <FRubio@baldwinpark.com>
Subject: RE: Electrical Vendors for Tony Homes 2.0

Hey Bernie/ Fernando,

I am currently waiting for the following vendors (PLUMBING) to either provide a quote or to respond to me via email so I can email them the scope and attachments to provide a quote:

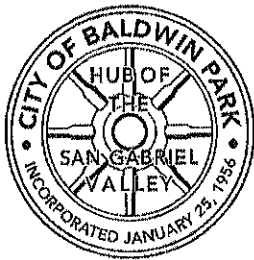
PLUMBING SERVICES

- SEWER PROS – Oscar
- HIGH SPEED ROOT AND PLUMBING
 - 3831 Arden Dr., El Monte CA
 - (213) 949-4202
- CJ's PUMBING AND ROOTER
 - 10743 Groveland Ave Whittier, CA 90603
 - (562) 320-5093

JOB WALK to be conducted at 9:30am on July 5th. Quotes are due July 12th by 5:00 pm.

Let me know if you have any questions.

Thanks,



Anthony Vazquez

Public Works Manager
City of Baldwin Park
13135 E. Garvey Ave
Baldwin Park CA 91706
(626) 960-3993
avazquez@baldwinpark.com

From: Anthony Vazquez

Sent: Tuesday, June 28, 2022 2:01 PM

To: Bernardo Navarrete <BNavarrete@baldwinpark.com>; Fernando Rubio <FRubio@baldwinpark.com>

Subject: RE: Electrical Vendors for Tony Homes 2.0

Ill be working on the scope as well. Electrical was first due to the long lead times for procuring equipment and SCE requests.

From: Bernardo Navarrete <BNavarrete@baldwinpark.com>

Sent: Tuesday, June 28, 2022 1:58 PM

To: Anthony Vazquez <AVazquez@baldwinpark.com>; Fernando Rubio <FRubio@baldwinpark.com>

Subject: RE: Electrical Vendors for Tony Homes 2.0

Thanks Anthony,

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: June 15, 2022
SUBJECT: Approval of Procurement Proposals and Authorization to Set Expenditure Limits for the Development of Phase I of the Garvey Family Site Project at 13167 Garvey Avenue Consisting of Material and Equipment Procurements, Site Preparation and Maintenance Work

SUMMARY

This item request approval of equipment procurement proposals and to set expenditure limits for various facets of development for the Garvey Family Bridge Housing Site Project to be constructed at 13167 Garvey Avenue. Expenditures include procurement of family shelter units, trailer facilities (for on-site laundry, restrooms and showers), procurement of portable solar lighting fixtures, installation of electrical equipment including electrical connections to shelters, installation of security surveillance system, construction of wooden deck, installation of plumbing equipment to trailer facilities, ADA compliancy work, decorative pavement paint, fence alterations, site landscaping and site preparation. The funds for the project would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HPPP). SGVRHT has already provided the city with a 25% advance of funds totaling \$312,500 to commence the procurement of long-lead items.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve equipment and materials procurement proposals from:
 - a. Greenshine, Inc. for purchase of portable lighting fixtures in the amount of \$25,706.00
 - b. Montondo Trailer, LLC for procurement of trailers in the amount of \$220,000.00 including 50% deposit; and
 - c. Boss Homes, LLC for procurement of shelters in the amount of \$415,294.00 including 50% deposit; and
2. Authorize a total not-to-exceed amount of \$272,000.00 for professional services and material procurement for the development of the project and authorize staff to seek proposals for services as outlined below:
 - a. On-site electrical connections to shelters
 - b. Plumbing services for on-site gas, sewer and water connections to facilities
 - c. Security surveillance system
 - d. Construction of a wooden deck including material procurement
 - e. Decorative asphalt pavement painting including material procurement
 - f. Construction of ADA compliancy site features including ADA entrance, ramps and path of travel modifications
 - g. Alterations to an existing fence including decorative fencing
 - h. Site preparation including rental equipment
 - i. Site landscaping including procurement of trees
3. Authorize the Public Works Director to execute the procurement and professional services proposals and to coordinate with the various entities in all elements as necessary to complete the improvements at the site; and
4. Authorize the Director of Finance to make the necessary budget adjustments and processing of invoices including reimbursement request made to the SGVRHT for qualified expenditures.

FISCAL IMPACT

There is no impact to the General Fund. City expenditures have been pre-approved and will be reimbursed by the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). The Finance Department has created various expenditure accounts under Fund 270 for this project. The table below lists expenditure limits for various components of the project:

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Plumbing Services (future)	On-site gas/sewer/water	270-50-520-58100-55023	\$30,000.00
Security Services (future)	Surveillance system install	270-50-520-58100-55023	\$40,000.00
Carpentry Services (future)	Wooden deck construction	270-50-520-58100-55023	\$50,000.00
Pavement Paint (future)	Asphalt painted playground	270-50-520-58100-55023	\$25,000.00
ADA Construction (future)	Site access and ramps	270-50-520-58100-55023	\$35,000.00
Fencing (future)	Decorative fence and mod.	270-50-520-58100-55023	\$25,000.00
Site Preparation (future)	Site demo and rental equip.	270-50-520-58100-55023	\$20,000.00
Site Landscaping (future)	Planters and Trees	270-50-520-58110-55023	\$12,000.00
Estimated Expenditure Amount			\$933,000.00

BACKGROUND

In the summer of 2021, the SGVRHT received a State Budget Earmark of \$20 million to address the affordable housing shortage and homeless crisis in the San Gabriel Valley. Last Fall, the SGVRHT solicited interested cities to submit a Letter of Intent and Application for funding under the HHPP. The City Council directed staff to apply for the HHPP grant and Baldwin Park was awarded \$1,125,000 to develop and operate bridge housing for homeless families at 13167 Garvey Avenue.

At their February 16, 2022, City Council Meeting, City Council provided staff direction to enter into an agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) to receive the grant funds and commence development of the program. Also, at this meeting, the City Council directed staff to prepare a site plan and schematic design for the development and, when ready, return at a subsequent City Council meeting for review, discussion, and direction thereof.

On April 20, 2022, the Mayor and City Council provided direction to proceed with procurement of long-lead items to meet the project's schedule.

On June 1, 2022, the City Council reviewed and approved the proposed site layout and schematic design and authorized staff to commence the community engagement and site development phases of the project.

DISCUSSION

City staff has been actively working with the various stakeholders, including SGVRHT, coordinating with SRK architects, shelter vendor, trailer facility vendor and others in the development of the site. Staff has coordinated closely with SRK through the schematic design process and current finalized site plan addressing all integral components for the project with emphasis on the needs for future family residents. In addition to the site preparation, city staff has taken-on additional construction related components such as construction management, procurement of materials, coordination with various professional services consultants and in-house support from the Public Works Maintenance Division.

Based on Council direction, and in order to achieve long-lead times to meet the project timelines, staff has negotiated and obtained proposals and quotes for procurement of portable shelter units, trailer facilities and solar lighting fixtures. Notices to proceed with the work have been issued to ensure that the equipment arrives on time for installation. Vendors sourced, Boss Homes, Montondo Trailer, and Greenshine have agreed to accommodate the project's aggressive timeline and initiate fabrication through standard procurement processes.

Boss Homes, LLC has agreed to commence fabrication for the shelter units with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$415,294 are sixteen (16) units, two (2) unit pairs will be interconnected with a pass-through door to accommodate larger families. Boss Homes' shelters had already been previously selected by staff through an RFP process for Esperanza Villa. Due to its supply chain constraints, Boss Homes did not meet the timeline requirements at that time, so Staff turned to an alternative vendor who was able to accommodate Esperanza Villa's aggressive schedule. However, Boss Homes has overcome their supply chain issues and have committed to a tentative delivery of the units by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled grand opening. A notice to proceed was issued to Boss Homes on May 11th, 2022, to begin fabrication of the units.

Montondo Trailer, LLC has agreed to commence fabrication for the trailer facilities with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$220,000 are two (2) trailers; the first trailer will provide five (5) restroom/shower combination rooms, one will be ADA accessible. The second trailer will provide a laundry facility with six (6) stacked washer/dryers and three (3) additional restrooms. Staff worked with various vendors and obtained several quotes, ultimately, Montondo Trailer was the only vendor able to meet the projects specifications and schedule. A notice to proceed was issued to Montondo Trailer on April 25, 2022, to begin fabrication of the trailer facilities and has agreed on a tentative delivery of the trailers by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled completion date.

Greenshine has agreed to commence fabrication for the portable solar lighting fixtures with a notice to proceed with the overall cost to be paid upon delivery and inspection. Included with the overall cost of \$25,705.30 are four (4) portable light poles which would provide sufficient lighting for the site supported by a client-provided photometric simulation. Staff worked on sourcing other vendors, however, after diligent research and coordination, other vendors were not able to provide a turn-key solution that includes LED fixtures, Solar Panel, Battery, Pole and built-in concrete base. Greenshine's PORTA solution was also the vendor selected for the Esperanza Villa project. Staff is well-versed on its effort to assemble the portable lights on-site and they have been a great lighting solution for the Esperanza Villa site. A notice to proceed was issued on May 11, 2022, to begin fabrication of the portable lights and has agreed on a tentative delivery of the units in early to middle of September to provide ample time for on-site assembly and placement.

As the procurement process progresses, close coordination with various other professional services consultants and contractors will be crucial for the success of the project. At the time of preparation of this report, not all third-party partners, consultants and contractors necessary to complete the development of the site have been selected. Staff is seeking approval of not-to-exceed expenditure limits to be set for procuring professional and contractual services in order to expedite the development of the site. This includes electrical work, sewer and gas connections, security surveillance system, fence modification, asphalt painting, landscaping, and carpentry work. Staff will seek several quotes,

per the City's purchasing policy and when ready will process the purchase orders and invoices appropriately.

All procurement materials and professional services proposed in this report have been pre-approved by SGVRHT and will be reimbursed upon completion of the work. Therefore, staff recommends that the City Council approve the proposals and set the expenditure limits and authorize staff to proceed with the procurement of services.

ALTERNATIVES

1. The City Council may choose not to approve the proposals and authorize the expenditures. This action is not recommended as this action will delay the tentatively scheduled September 17th, 2022, completion date for the site and delay the housing opportunity to Baldwin Park families experiencing homelessness.
2. Provide Staff with alternate direction.

LEGAL REVIEW

None Required

ATTACHMENTS

1. Proposals for Services

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

- Site Preparation
- Greg Ruvolo / CO# 3 / (3 quotes included)
- Request for PO

Date: 11.2.2022 **Vendor:** Greg Ruvolo **P.O. #:** _____
Requisition #: _____ **Address:** 15021 Lashburn Street **Vendor #:** _____
Date Required: _____ Whittier, CA 90604 **Order Date:** _____
Phone #: 562) 824-7725 **Fax #:** _____

One-time: Job specific purchase

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
						12,660.00
			Purchase requisition needed for replacement of garage door for Serenity Homes - Tiny Homes Project. Specific garage door was called out by site architect.			
			Selected vendor was the only vendor that was able to procure and install garage door by grand opening (September 24, 2022).			
			* Roll Up Doors Direct does not perform installation. Their quote also did not include replacing garage door motor, new sensors, or hauling away old door.			
					Subtotal:	12,660.00
					Tax:	
					Shipping:	
					Total:	12,660.00

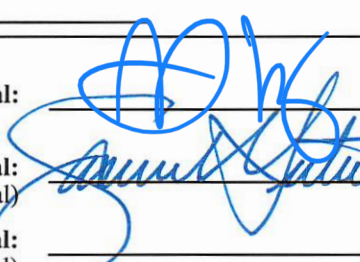
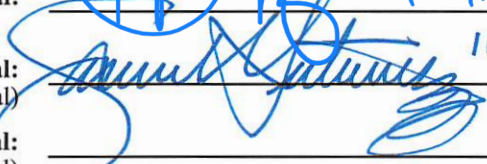
Please provide justification for purchase below:

Purchase Order needed for vendor to replace garage door for multipurpose room at the Tiny Home Project _ Serenity Homes. Garage door details were called out by Architect. Selected vendor was the only responsive vendor to procure door within time and provide installation.

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	Greg Ruvolo	562) 824-7725	Greg	\$ 12,660.00
☒ Email	Roll Up Doors Direct	(877) 753-6677	christie@rollupdoorsdirect.com	disqualified
☐ Internet	Jessy Garage Doors	323.867.6981	Jesse	No quote submitted
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes: Anthony Vazquez

Revised 6-27-2019	Division Head Approval:  11.7.22
	Department Head Approval:  11/3/22 (\$10,001.00 - \$24,999.99 Requires CEO Approval)
	CEO Approval: _____ (Over \$24,999.99 Requires City Council Approval)

Greg Ruvolo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Estimate

Estimate No: 480
Date: 07/14/2022

For: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: TINY HOMES 2

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
Roll Door	1	\$12,660.00	\$12,660.00
*removal of existing door,motor& operating track			
*installation of new full view frosted glass sectional door			
*Installation of new chain drive motor			
*Installation of new infra red motion sensors			
*Program 3 remotes			
*Lubricate all points of friction			
*Haul away old door			
	Subtotal		\$12,660.00
	Shipping		\$0.00
	Total		\$12,660.00
Total			\$12,660.00



ROLL UP DOORS DIRECT

www.rollupdoorsdirect.com

Tel: 877-753-6677

Fax: 352-557-8331

Estimate

Date 5/19/2022

Estimate # 22-44899

Name / Address

Vazquez, Anthony
13135 Garvey Ave
Baldwin Park, CA 91706

Ship To

Vazquez, Anthony
13135 Garvey Ave
Baldwin Park, CA 91706

Tel: 626-960-3993

Email:

Terms Payment with order

Rep CB-G

**DOORS ARE MANUFACTURED BASED
ON YOUR ROUGH OPENING SIZE**

Description	Qty	Rate	Total
Vista Contemporary Model, 18' wide x 8' high opening, inside slide lock, standard track, springs and hardware. Color: white with clear tempered glass	1	11,615.00	11,615.00
Vinyl, vinyl, trim for standard colors (3 pce, color matched to door)	1	93.00	93.00
Shipping charge		237.00	237.00

ANY DAMAGE OR SHORTAGE MUST BE REPORTED WITHIN 3 DAYS. The Buyer is responsible for off-loading Roll Up doors from an enclosed truck.

Anyone who has above average mechanical skills and is able to follow detailed yet easy to read instructions should be able to safely install one of our roll up doors. Since we have no way of knowing your skills, we recommend all roll up doors be installed by a professional.

ALL SALES ARE FINAL. As doors are custom built we do not accept returns. Acknowledgement of the quotation or by sending payment will be deemed as agreement to the product description along with our Terms and Conditions, a copy can be found on our web site.

Subtotal \$11,945.00

Sales Tax (0.0%) \$0.00

Total \$11,945.00

ROLL UP DOORS DIRECT

7064 SAMPEY ROAD, UNIT 5
GROVELAND, FL 34736

All prices are subject to change and are not guaranteed

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

Site Preparation
Greg Ruvolo - CO#4-5-
Request for PO

Date: 11.2.2022 **Vendor:** Greg Ruvolo **P.O. #:** _____
Requisition #: _____ **Address:** 15021 Lashburn Street **Vendor #:** _____
Date Required: _____ Whittier, CA 90604 **Order Date:** _____
Phone #: (562) 824-7725 **Fax #:** _____

One-time: Job specific purchase

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Purchase requisition needed for additional wish-list items for Tiny Home Project _ Serenity Homes. Requisition was quoted based on interior work for office. Work included texture to existing drywall, installing crown molding, painting, and drywall work to cover large opening in storage room.			
			CO#4 - Additional Site work to expedite completion of grand opening	270-50-520-58100-55023		5,750.00
			CO#5 - Additional interior work	270-50-520-58100-55023		5,875.00
					Subtotal:	11,625.00
			* additional funds are being requested for any additonal punch list items needed for completion of Serenity Homes project. Work shall be included in any site prep punch list items.		Tax:	
					Shipping:	
					Total:	11,625.00

Please provide justification for purchase below:

Purchase Order needed for vendor to texture office, install drywall, and crown molding. Selected vendor will also assist with final touches until Grand Opening. Additional contingency funds requested for these services.

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	Greg Ruvolo	562) 824-7725	Greg	\$ 3,500.00
☒ Email	Rams Fence	(877) 753-6677	Andy	\$ 4,150.00
☒ Internet	Hi-Qulaity Drywall	877-319-1620	www.hi-qualitydrywall.com	No quote submitted
☐ Other (Please provide explanation): _____				

Name of employee who obtained / received quotes: Anthony Vazquez

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)

Original Quote

Revised per
Invoice # 182

Greg Ruvolo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Estimate

Estimate No: 508
Date: 10/04/2022

For: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: TINY HOMES 2.0

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
Interior work/ texture walls in office x4 paint all walls and ceiling, crown molding on 4 walls	1	\$1,780.00	\$1,780.00
Remove existing 2x4s in garage cut down to size, drywall mud and tape 8x10 wall area and paint	1	\$1,720.00	\$1,720.00
Subtotal			\$3,500.00
Shipping			\$0.00
Total			\$3,500.00
Total			\$3,500.00

ESTIMATE

Original Quote



Ram Construction and
Fencing LLC.

DATE

10/4/22

ESTIMATE

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK- PLASTER / CROWN MOLDING

-THE FOLLOWING WORK WILL PERFORMED PLASTER LIGHT TEXTURE TO EXISTING
STORAGE ROOM -ALL 4 WALLS PLUS CEILING WILL BE MATCHING WITH SAME FINISH

-CROWN MOLDING WILL BE INSTALLED ON UPPER PART OF WALLS / UNDER CEILING FOR
A NICE CLEAN FINISH

- PAINTING WILL BE PERFORMED TO WALL AND CEILING

-INSTALL DRY WALL IN CAFETERIA WHERE CURRENT WOOD STUDS ARE EXPOSED

-NOTE-CITY WILL PROVIDE PAINT

NOTE PRICE INCLUDES MATERIALS AND LABOR-INSTALLATION-FINISH WORK

TOTAL \$4,150

BEST
ANDRES RUESGA

Greg Ruvolo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Invoice

Invoice No: 982
Date: 10/05/2022
Terms: NET 0
Due Date: 10/05/2022

Bill To: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: TINY HOMES 2.0

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
1) Bolt down Ada ramp to asphalt on restroom trlr	1 day	\$5,875.00	\$5,875.00
2) Attach Ada ramps to Ada tiny homes			
3) Texture coat all walls and ceiling of office			
4) Paint all walls and ceiling of office			
5) Install crown molding 4 walls of office			
6) Remove old 2x4 on garage wall and rip down to size for drywall fitment			
7) Drywall approx. 8'x 10' area mud and tape ready to paint			
8) Drywall 2'x 2' hole in garage ceiling mud and tape ready for paint			
9) add skirt molding to bottom on last tiny home			
10) install ac unit in last tiny home			
	Subtotal		\$5,875.00
	Shipping		\$0.00
	Total		\$5,875.00
	PAID		\$0.00
Balance Due			\$5,875.00

Notes

We are not responsible to damage to real property or personal injury caused by any act of nature I.E. wind, flood, lightning etc.

PLEASE REMOVE ALL BANNERS DURING WINDY CONDITIONS!

Greg Ruvolo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Invoice

Invoice No: 973
Date: 09/17/2022
Terms: NET 0
Due Date: 09/17/2022

Bill To: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: TINY HOMES 2.0

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
Install 15 ac units in tiny homes	1	\$5,750.00	\$5,750.00
Fix Ada ramp			
Adjust doors on 2 tiny homes			
Install fascia boards all 15 units			
Install flooring on double unit			
Subtotal			\$5,750.00
Shipping			\$0.00
Total			\$5,750.00
PAID			\$0.00
Balance Due			\$5,750.00

Notes

We are not responsible to damage to real property or personal injury caused by any act of nature I.E. wind, flood, lightning etc.

PLEASE REMOVE ALL BANNERS DURING WINDY CONDITIONS!

Date:	09/01/22	P.O. #:	
Requisition #:		Vendor #:	
Date Required:	09/01/22	Order Date:	
Vendor: Automation Solutions Inc.			
Address: 5277 N. Vincent St., #45			
Irwindale, CA 91706			

Phone #: (626) 812-4488

Fax #: _____

ANNUAL PURCHASE ORDER FY 2021-2022

[illegible]

Please provide justification for purchase below:

Lowest quote for the Tiny Homes - Family Site Project.

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	Automation Solutions Inc.	(626) 812-4488	Sergio Venegas	\$ 7,032.50
☒ Email	Canyon City Cooling	(626) 216-9183	canyencitycooling626@gmail.com	\$ 13,850.00
☐ Internet	Pomona Valley PTA Specialists	(909) 838-5566	Non-Responsive	\$ -
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes:

Anthony Vazquez

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)



Sam Gutierrez, Director of Public Works

September 1, 2022

Sergio Venegas
Automation Solutions Inc.
5277 N. Vincent St. #45
Irwindale, CA 91706

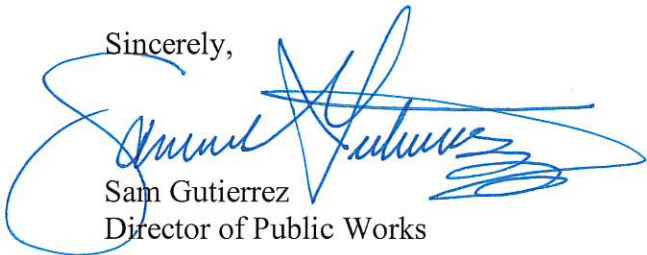
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Mr. Venegas,

This letter will serve as your **NOTICE TO PROCEED** with the order detailed on your proposal dated August 15, 2022 in the amount of \$7,032.50. A purchase order will be issued for the total amount within thirty (30) days after services are fulfilled. You are hereby notified that the Effective Start Date for the project is September 1, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,



Sam Gutierrez
Director of Public Works

AUTOMATION SOLUTIONS INC.

5277 N. VINCENT STREET #45 IRVINDALE, CALIFORNIA 91706 PHONE 626.812.4488 FAX 626.812.7799 LICENSE #907504

CITY OF BALDWIN PARK
131535 GAREY AVE.
BALDWIN PARK, CA 91706
PH: 626-960-3993 EXT.518

AUGUST 15, 2022

CONTACT: ANTHONY VAZQUEZ

QUOTE: 08015022

PROJECT: AC FOR TINY HOME 2.0

SCOPE OF WORK:

- 1) INSTALL ONE 1.5 TON MINI SPLIT HEAT PUMP IN UNIT MEASURING 31'X21'X10' CEILING.
- 2) INSTALL ONE 1 TON MINI SPIT HEAT PUMP IN UNIT MEASURING 16'X16'X8' CEILING.
- 3) INSTALL POWER TO TWO MINISPLIT CONDENSERS.
- 4) INSTALL EVAPORATORS IN UNITS.
- 5) CONNECT CONTROL POWER FROM THE CONDENSERS TO THE EVAPORATORS.
- 6) POWER UP AND VERIFY OPERATION.

NOTES:

- ANY PERMITTING FEES, IF NECESSARY, ARE THE RESPONSIBILITY OF THE CUSTOMER.
- ALL WORK WILL COMPLY WITH LOCAL BUILDING AND ELECTRICAL CODE REQUIREMENTS.
- CITY OF BALDWIN PARK CITY LICENSE #1002901

LABOR COST: \$ 3,200.00
MATERIAL COST: \$ 3,500.00
9.5% SALES TAX: \$ 332.50

JOB COST: \$ 7,032.50

SEVEN THOUSAND THIRTY TWO DOLLARS AND FIFTY CENTS.

SUBMITTED BY: _____
SERGIO VENEGAS

ACCEPTED BY: _____

ESTIMATE



Prepared For

City of Baldwin Park
13135 Garvey Ave.
Baldwin Park, California 91706
(626) 224-0102

Canyon City Cooling

16602 E. Masline St.
Covina, California 91722
Phone: (626) 216-9183
Email: canyoncitycooling626@gmail.com

Estimate # 149
Date 08/12/2022
Business / Tax # C-20 Lic. # 904159

Description

Total

3 ton A/C Pro ductless mini split heat pump system

\$13,850.00

I propose to install a new 3 ton A/C Pro ductless mini split heat pump system for recreation center.

Scope of work:

- Mount high wall indoor unit on north wall.
- Install wired controller for indoor unit.
- Run refrigeration lines through the wall and up to the roof top.
- Support refrigerant lines on roof top with durablock roof mounts.
- Install speedy channel line set cover on exterior wall.
- Mount new condensing unit on the roof using durablock roof mounts.
- Run independent 230 volt power supply to system.
- Install fused disconnect box near outdoor unit.
- Install surge protection for outdoor unit.
- Install gravity drain line through the wall.
- Core through ground and install french drain for condensation line termination.
- Pressure test system with nitrogen.
- Start up and commission new system.

Price includes parts and labor. System comes with a manufacturer 7 year warranty and 1 year installation warranty from Canyon City Cooling Inc.

Payment schedule:

50% down payment upon acceptance of this proposal and balance due upon completion.

As of 8/12/2022 equipment is readily available.

Subtotal	\$13,850.00
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Total	\$13,850.00
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Deposit Due	\$6,925.00
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Payment Schedule

Deposit (50%)	\$6,925.00
---------------	------------

Upon completion (50%)	\$6,925.00
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Bernardo Navarrete

From: Anthony Vazquez
Sent: Monday, August 29, 2022 3:02 PM
To: Bernardo Navarrete
Cc: Fernando Rubio; Sam Gutierrez
Subject: Quotes for HVAC
Attachments: canyoncitycooling_estimate_149.pdf; ASI _ TINY_H2_AC.doc

Follow Up Flag: Follow up
Flag Status: Flagged

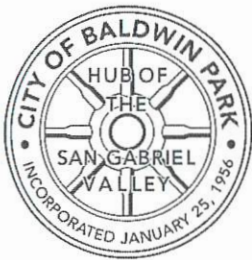
Hey Bernie,

Please proceed with Requisition for HVAC work to be performed by ASI.

Quotes were from:

1. ASI – see attached
2. Canyon City Cooling – see attached
3. Pomona Valley PTA Specialist – No response

Let me know if you have any questions. We would like for Sergio to proceed as soon as possible.



Anthony Vazquez

Public Works Manager
City of Baldwin Park
13135 E. Garvey Ave
Baldwin Park CA 91706
(626) 960-3993
avazquez@baldwinpark.com

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: June 15, 2022
SUBJECT: Approval of Procurement Proposals and Authorization to Set Expenditure Limits for the Development of Phase I of the Garvey Family Site Project at 13167 Garvey Avenue Consisting of Material and Equipment Procurements, Site Preparation and Maintenance Work

SUMMARY

This item request approval of equipment procurement proposals and to set expenditure limits for various facets of development for the Garvey Family Bridge Housing Site Project to be constructed at 13167 Garvey Avenue. Expenditures include procurement of family shelter units, trailer facilities (for on-site laundry, restrooms and showers), procurement of portable solar lighting fixtures, installation of electrical equipment including electrical connections to shelters, installation of security surveillance system, construction of wooden deck, installation of plumbing equipment to trailer facilities, ADA compliancy work, decorative pavement paint, fence alterations, site landscaping and site preparation. The funds for the project would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHP). SGVRHT has already provided the city with a 25% advance of funds totaling \$312,500 to commence the procurement of long-lead items.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve equipment and materials procurement proposals from:
 - a. Greenshine, Inc. for purchase of portable lighting fixtures in the amount of \$25,706.00
 - b. Montondo Trailer, LLC for procurement of trailers in the amount of \$220,000.00 including 50% deposit; and
 - c. Boss Homes, LLC for procurement of shelters in the amount of \$415,294.00 including 50% deposit; and
2. Authorize a total not-to-exceed amount of \$272,000.00 for professional services and material procurement for the development of the project and authorize staff to seek proposals for services as outlined below:
 - a. On-site electrical connections to shelters
 - b. Plumbing services for on-site gas, sewer and water connections to facilities
 - c. Security surveillance system
 - d. Construction of a wooden deck including material procurement
 - e. Decorative asphalt pavement painting including material procurement
 - f. Construction of ADA compliancy site features including ADA entrance, ramps and path of travel modifications
 - g. Alterations to an existing fence including decorative fencing
 - h. Site preparation including rental equipment
 - i. Site landscaping including procurement of trees
3. Authorize the Public Works Director to execute the procurement and professional services proposals and to coordinate with the various entities in all elements as necessary to complete the improvements at the site; and
4. Authorize the Director of Finance to make the necessary budget adjustments and processing of invoices including reimbursement request made to the SGVRHT for qualified expenditures.

FISCAL IMPACT

There is no impact to the General Fund. City expenditures have been pre-approved and will be reimbursed by the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). The Finance Department has created various expenditure accounts under Fund 270 for this project. The table below lists expenditure limits for various components of the project:

Description		Account Number	Not-to-Exceed Amount
Greenshine, Inc.	Portable solar lighting	270-50-520-58110-55023	\$25,706.00
Montondo Trailer, LLC	Restroom/shower facilities	270-50-520-58110-55023	\$220,000.00
Boss Homes, LLC	Modular family shelter units	270-50-520-58110-55023	\$415,294.00
Electrical Services (future)	Electrical equip./connections	270-50-520-58100-55023	\$35,000.00
Plumbing Services (future)	On-site gas/sewer/water	270-50-520-58100-55023	\$30,000.00
Security Services (future)	Surveillance system install	270-50-520-58100-55023	\$40,000.00
Carpentry Services (future)	Wooden deck construction	270-50-520-58100-55023	\$50,000.00
Pavement Paint (future)	Asphalt painted playground	270-50-520-58100-55023	\$25,000.00
ADA Construction (future)	Site access and ramps	270-50-520-58100-55023	\$35,000.00
Fencing (future)	Decorative fence and mod.	270-50-520-58100-55023	\$25,000.00
Site Preparation (future)	Site demo and rental equip.	270-50-520-58100-55023	\$20,000.00
Site Landscaping (future)	Planters and Trees	270-50-520-58110-55023	\$12,000.00
Estimated Expenditure Amount			\$933,000.00

BACKGROUND

In the summer of 2021, the SGVRHT received a State Budget Earmark of \$20 million to address the affordable housing shortage and homeless crisis in the San Gabriel Valley. Last Fall, the SGVRHT solicited interested cities to submit a Letter of Intent and Application for funding under the HHPP. The City Council directed staff to apply for the HHPP grant and Baldwin Park was awarded \$1,125,000 to develop and operate bridge housing for homeless families at 13167 Garvey Avenue.

At their February 16, 2022, City Council Meeting, City Council provided staff direction to enter into an agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) to receive the grant funds and commence development of the program. Also, at this meeting, the City Council directed staff to prepare a site plan and schematic design for the development and, when ready, return at a subsequent City Council meeting for review, discussion, and direction thereof.

On April 20, 2022, the Mayor and City Council provided direction to proceed with procurement of long-lead items to meet the project's schedule.

On June 1, 2022, the City Council reviewed and approved the proposed site layout and schematic design and authorized staff to commence the community engagement and site development phases of the project.

DISCUSSION

City staff has been actively working with the various stakeholders, including SGVRHT, coordinating with SRK architects, shelter vendor, trailer facility vendor and others in the development of the site. Staff has coordinated closely with SRK through the schematic design process and current finalized site plan addressing all integral components for the project with emphasis on the needs for future family residents. In addition to the site preparation, city staff has taken-on additional construction related components such as construction management, procurement of materials, coordination with various professional services consultants and in-house support from the Public Works Maintenance Division.

Based on Council direction, and in order to achieve long-lead times to meet the project timelines, staff has negotiated and obtained proposals and quotes for procurement of portable shelter units, trailer facilities and solar lighting fixtures. Notices to proceed with the work have been issued to ensure that the equipment arrives on time for installation. Vendors sourced, Boss Homes, Montondo Trailer, and Greenshine have agreed to accommodate the project's aggressive timeline and initiate fabrication through standard procurement processes.

Boss Homes, LLC has agreed to commence fabrication for the shelter units with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$415,294 are sixteen (16) units, two (2) unit pairs will be interconnected with a pass-through door to accommodate larger families. Boss Homes' shelters had already been previously selected by staff through an RFP process for Esperanza Villa. Due to its supply chain constraints, Boss Homes did not meet the timeline requirements at that time, so Staff turned to an alternative vendor who was able to accommodate Esperanza Villa's aggressive schedule. However, Boss Homes has overcome their supply chain issues and have committed to a tentative delivery of the units by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled grand opening. A notice to proceed was issued to Boss Homes on May 11th, 2022, to begin fabrication of the units.

Montondo Trailer, LLC has agreed to commence fabrication for the trailer facilities with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$220,000 are two (2) trailers; the first trailer will provide five (5) restroom/shower combination rooms, one will be ADA accessible. The second trailer will provide a laundry facility with six (6) stacked washer/dryers and three (3) additional restrooms. Staff worked with various vendors and obtained several quotes, ultimately, Montondo Trailer was the only vendor able to meet the projects specifications and schedule. A notice to proceed was issued to Montondo Trailer on April 25, 2022, to begin fabrication of the trailer facilities and has agreed on a tentative delivery of the trailers by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled completion date.

Greenshine has agreed to commence fabrication for the portable solar lighting fixtures with a notice to proceed with the overall cost to be paid upon delivery and inspection. Included with the overall cost of \$25,705.30 are four (4) portable light poles which would provide sufficient lighting for the site supported by a client-provided photometric simulation. Staff worked on sourcing other vendors, however, after diligent research and coordination, other vendors were not able to provide a turn-key solution that includes LED fixtures, Solar Panel, Battery, Pole and built-in concrete base. Greenshine's PORTA solution was also the vendor selected for the Esperanza Villa project. Staff is well-versed on its effort to assemble the portable lights on-site and they have been a great lighting solution for the Esperanza Villa site. A notice to proceed was issued on May 11, 2022, to begin fabrication of the portable lights and has agreed on a tentative delivery of the units in early to middle of September to provide ample time for on-site assembly and placement.

As the procurement process progresses, close coordination with various other professional services consultants and contractors will be crucial for the success of the project. At the time of preparation of this report, not all third-party partners, consultants and contractors necessary to complete the development of the site have been selected. Staff is seeking approval of not-to-exceed expenditure limits to be set for procuring professional and contractual services in order to expedite the development of the site. This includes electrical work, sewer and gas connections, security surveillance system, fence modification, asphalt painting, landscaping, and carpentry work. Staff will seek several quotes,

per the City's purchasing policy and when ready will process the purchase orders and invoices appropriately.

All procurement materials and professional services proposed in this report have been pre-approved by SGVRHT and will be reimbursed upon completion of the work. Therefore, staff recommends that the City Council approve the proposals and set the expenditure limits and authorize staff to proceed with the procurement of services.

ALTERNATIVES

1. The City Council may choose not to approve the proposals and authorize the expenditures. This action is not recommended as this action will delay the tentatively scheduled September 17th, 2022, completion date for the site and delay the housing opportunity to Baldwin Park families experiencing homelessness.
2. Provide Staff with alternate direction.

LEGAL REVIEW

None Required

ATTACHMENTS

1. Proposals for Services



Sam Gutierrez, Director of Public Works

September 13, 2022

Rebecca Parra
5312 Cypress St.
Cypress, CA 90630

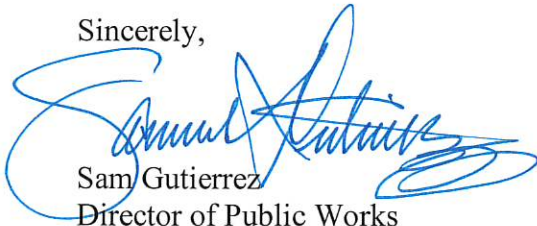
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Ms. Parra,

This letter will serve as your **NOTICE TO PROCEED** with the order detailed on your proposal dated August 23, 2022 in the total amount of \$23,064.00. A purchase order will be issued for the total amount within thirty (30) days after services are fulfilled. You are hereby notified that the Effective Start Date for the project is September 13, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,



Sam Gutierrez
Director of Public Works



License# 776306 Exp 8/31/23
Union Local 1184
DIR # 1000001476 Exp 6/30/23

Superior Pavement Markings, Inc.
5312 Cypress St
Cypress, Ca 90630
Phone 714.995.9100
Fax 714.995.9400

Proposal & Contract 40113

Submit To:	Contact:	Project
City of Baldwin Park 13135 East Garvey Ave Baldwin Park, Ca 91706	Anthony Vazquez•Office 626-960 -3993•Fax 626-337 -1753•AVazquez@baldwinpark. com	Tiny Home Project 2.0 Baldwin Park
Date:	Estimator	
8/23/22	Raul Guzman	

#	Description	Qty	um	Price	Ext Price
Paint Pavement Design Per Sheet A-1.2					
-	Solid Orange Paint	5,000	SF	3.55	
-	Solid Light Green Paint	3,500	SF	3.55	
-	Solid Aqua Blue Paint	800	SF	3.55	
Paint Pavement Design Per Sheet A-1.2 (City To Provide Paint)					
-	Solid Orange Paint (Labor Only)	5,000	SF	2.48	12,400.00
-	Solid Light Green Paint (Labor Only)	3,500	SF	2.48	8,680.00
-	Solid Aqua Blue Paint (Labor Only)	800	SF	2.48	1,984.00

Both coats to be installed on the same move.

A Minimum Of **15 Working Days** Is Required Prior To Each Move In.

Quote Includes: Traffic Paint [YES] - Thermoplastic [NO] - Rpm's [NO] - Removals [NO] - Signing [NO]

Furnish Mast Arm Signs [NO] - Temp Striping [NO] - Traffic Control Plans [NO] - As-Built Plans [NO] - Epoxy Paint [NO]

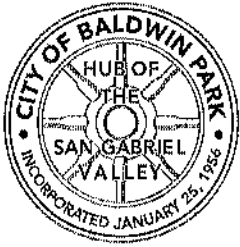
For scheduling please contact Daniel Garcia (714) 430-8801 or Scheduling@Superiorpavementmarkings.com

Superior Pavement Markings, Inc. by: _____	Total \$23,064.00
Estimator - Superior Pavement Markings, Inc. (Subject to office approval)	Proposal valid for 30 days from 8/23/2022.

All areas to be free and clear off **ALL** debris prior to Superior Pavement Markings' crews arriving on-site. All moves and job requirement are mentioned in notes- nothing is implied unless specifically noted. Not responsible for scheduling other sub's work or scheduling conflicts with other subs. We DOT NOT provide shop drawings of any type unless prior arrangements are made. Not responsible for removing temporary striping or temporary "tabs", tape or chip seal markers unless specifically noted. Signs on signal poles, overhead or truss structures not included unless specifically mentioned in proposal. Superior Pavement Markings is a union company and all jobs are bid using current union or prevailing wage rates.

Acceptance of Proposal and Contract: I/we accept the within proposal. You are authorized to perform the work comprehended here under and I/we agree to pay the said amount in accordance with the terms set forth. By signing this Proposal/Contract below I/we agree to the attached Terms and Conditions.

Date: _____ Owner/Customer: _____ Print: _____
PLEASE SIGN AND REMIT THIS 1 PAGE DOCUMENT TO ABOVE ADDRESS.

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: June 15, 2022
SUBJECT: Approval of Procurement Proposals and Authorization to Set Expenditure Limits for the Development of Phase I of the Garvey Family Site Project at 13167 Garvey Avenue Consisting of Material and Equipment Procurements, Site Preparation and Maintenance Work

SUMMARY

This item request approval of equipment procurement proposals and to set expenditure limits for various facets of development for the Garvey Family Bridge Housing Site Project to be constructed at 13167 Garvey Avenue. Expenditures include procurement of family shelter units, trailer facilities (for on-site laundry, restrooms and showers), procurement of portable solar lighting fixtures, installation of electrical equipment including electrical connections to shelters, installation of security surveillance system, construction of wooden deck, installation of plumbing equipment to trailer facilities, ADA compliancy work, decorative pavement paint, fence alterations, site landscaping and site preparation. The funds for the project would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). SGVRHT has already provided the city with a 25% advance of funds totaling \$312,500 to commence the procurement of long-lead items.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve equipment and materials procurement proposals from:
 - a. Greenshine, Inc. for purchase of portable lighting fixtures in the amount of \$25,706.00
 - b. Montondo Trailer, LLC for procurement of trailers in the amount of \$220,000.00 including 50% deposit; and
 - c. Boss Homes, LLC for procurement of shelters in the amount of \$415,294.00 including 50% deposit; and
2. Authorize a total not-to-exceed amount of \$272,000.00 for professional services and material procurement for the development of the project and authorize staff to seek proposals for services as outlined below:
 - a. On-site electrical connections to shelters
 - b. Plumbing services for on-site gas, sewer and water connections to facilities
 - c. Security surveillance system
 - d. Construction of a wooden deck including material procurement
 - e. Decorative asphalt pavement painting including material procurement
 - f. Construction of ADA compliancy site features including ADA entrance, ramps and path of travel modifications
 - g. Alterations to an existing fence including decorative fencing
 - h. Site preparation including rental equipment
 - i. Site landscaping including procurement of trees
3. Authorize the Public Works Director to execute the procurement and professional services proposals and to coordinate with the various entities in all elements as necessary to complete the improvements at the site; and
4. Authorize the Director of Finance to make the necessary budget adjustments and processing of invoices including reimbursement request made to the SGVRHT for qualified expenditures.

FISCAL IMPACT

There is no impact to the General Fund. City expenditures have been pre-approved and will be reimbursed by the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). The Finance Department has created various expenditure accounts under Fund 270 for this project. The table below lists expenditure limits for various components of the project:

Description		Account Number	Not-to-Exceed Amount
Greenshine, Inc.	Portable solar lighting	270-50-520-58110-55023	\$25,706.00
Montondo Trailer, LLC	Restroom/shower facilities	270-50-520-58110-55023	\$220,000.00
Boss Homes, LLC	Modular family shelter units	270-50-520-58110-55023	\$415,294.00
Electrical Services (future)	Electrical equip./connections	270-50-520-58100-55023	\$35,000.00
Plumbing Services (future)	On-site gas/sewer/water	270-50-520-58100-55023	\$30,000.00
Security Services (future)	Surveillance system install	270-50-520-58100-55023	\$40,000.00
Carpentry Services (future)	Wooden deck construction	270-50-520-58100-55023	\$50,000.00
Pavement Paint (future)	Asphalt painted playground	270-50-520-58100-55023	\$25,000.00
ADA Construction (future)	Site access and ramps	270-50-520-58100-55023	\$35,000.00
Fencing (future)	Decorative fence and mod.	270-50-520-58100-55023	\$25,000.00
Site Preparation (future)	Site demo and rental equip.	270-50-520-58100-55023	\$20,000.00
Site Landscaping (future)	Planters and Trees	270-50-520-58110-55023	\$12,000.00
Estimated Expenditure Amount			\$933,000.00

BACKGROUND

In the summer of 2021, the SGVRHT received a State Budget Earmark of \$20 million to address the affordable housing shortage and homeless crisis in the San Gabriel Valley. Last Fall, the SGVRHT solicited interested cities to submit a Letter of Intent and Application for funding under the HHPP. The City Council directed staff to apply for the HHPP grant and Baldwin Park was awarded \$1,125,000 to develop and operate bridge housing for homeless families at 13167 Garvey Avenue.

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All procurement materials and professional services proposed in this report have been pre-approved by SGVRHT and will be reimbursed upon completion of the work. Therefore, staff recommends that the City Council approve the proposals and set the expenditure limits and authorize staff to proceed with the procurement of services.

ALTERNATIVES

1. The City Council may choose not to approve the proposals and authorize the expenditures. This action is not recommended as this action will delay the tentatively scheduled September 17th, 2022, completion date for the site and delay the housing opportunity to Baldwin Park families experiencing homelessness.
2. Provide Staff with alternate direction.

LEGAL REVIEW

None Required

ATTACHMENTS

1. Proposals for Services



Sam Gutierrez, Director of Public Works

September 13, 2022

Anthony Montez
Independence Solutions Inc., DBA Amramp – Los Angeles
1619 W. 134th St.
Gardena, CA 90249

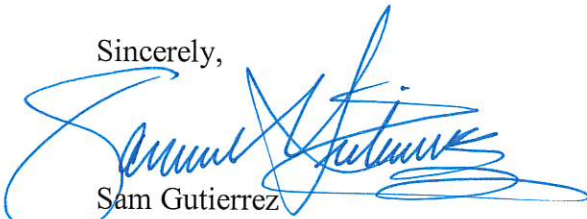
Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Mr. Montez,

This letter will serve as your **NOTICE TO PROCEED** with the order detailed on your proposal dated August 9, 2022 in the total amount of \$12,938.53. A purchase order will be issued for the total amount within thirty (30) days after services are fulfilled. You are hereby notified that the Effective Start Date for the project is September 13, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,



Sam Gutierrez
Director of Public Works

Independence Solutions Inc., DBA Amramp - Los Angeles

Estimate

1619 W 134th St
Gardena, CA 90249
+1 3106179884
anthony.montes@amramp.com
www.amramp.com

ADDRESS
Bernardo Navarrete
City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706

SHIP TO
Bernardo Navarrete
City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706

ESTIMATE #	DATE	EXPIRATION DATE
1066	09/09/2022	09/16/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Ramp System bundle	36" wide, 34' long ramp with two 5 by 5 platforms and bottom transition plate, legs and handrails.	1	7,799.90	7,799.90
	Ramp System bundle	36" wide, 6' long ramp with bottom transition plate and handrails.	2	1,167.87	2,335.74
	Labor - Sales	Installation (2 installers)	12	115.00	1,380.00
	Labor - Sales	Prep time, travel time (2 installers)	4	115.00	460.00

WE HEREBY PROPOSE to furnish labor and materials complete in accordance with the specifications below with payment to be made by check upon completion of installation. California Sales and Use Taxes will be charged according to the current rate at the time of invoicing. Payments are discounted if made by check or cash. Credit card payments include a pass through of the 3% credit card company fee.

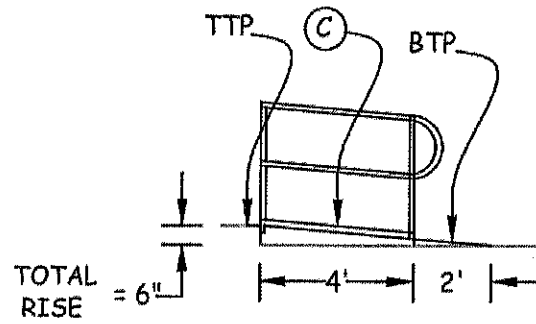
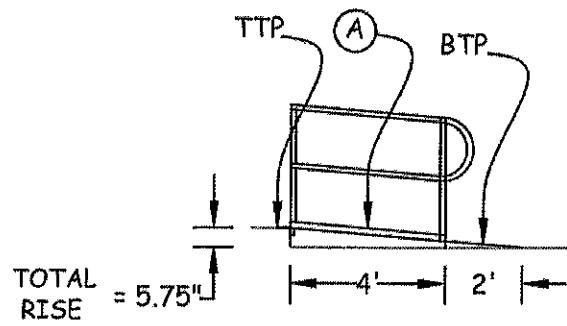
SUBTOTAL	11,975.64
TAX	962.89
TOTAL	\$12,938.53

Acceptance of proposal- The above prices, specifications, and the terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Amramp Systems are designed to comply with ADA (Americans with Disabilities Act) design criteria. These are Federal Standards as we provide in all states. Our price is based on ADA criteria. Excluded: Permits, Site Work, Concrete work, Landscaping of any kind, infill above or below the ramp surface unless noted above.

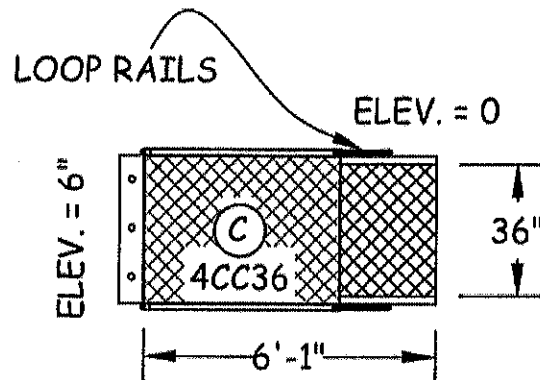
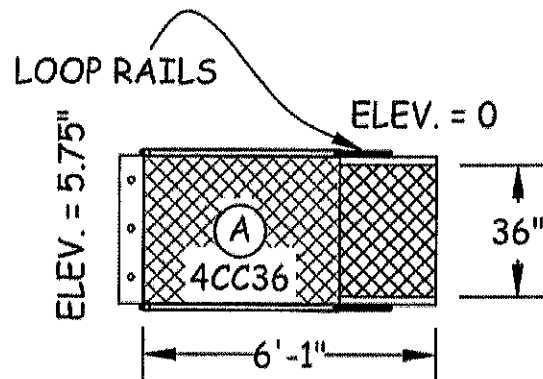
Accepted By

Accepted Date

Side View:

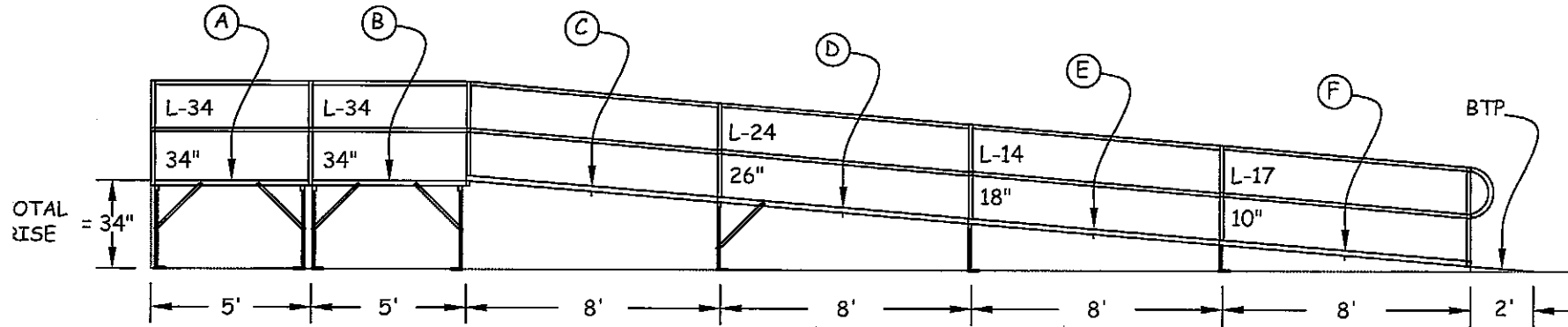


Top View:

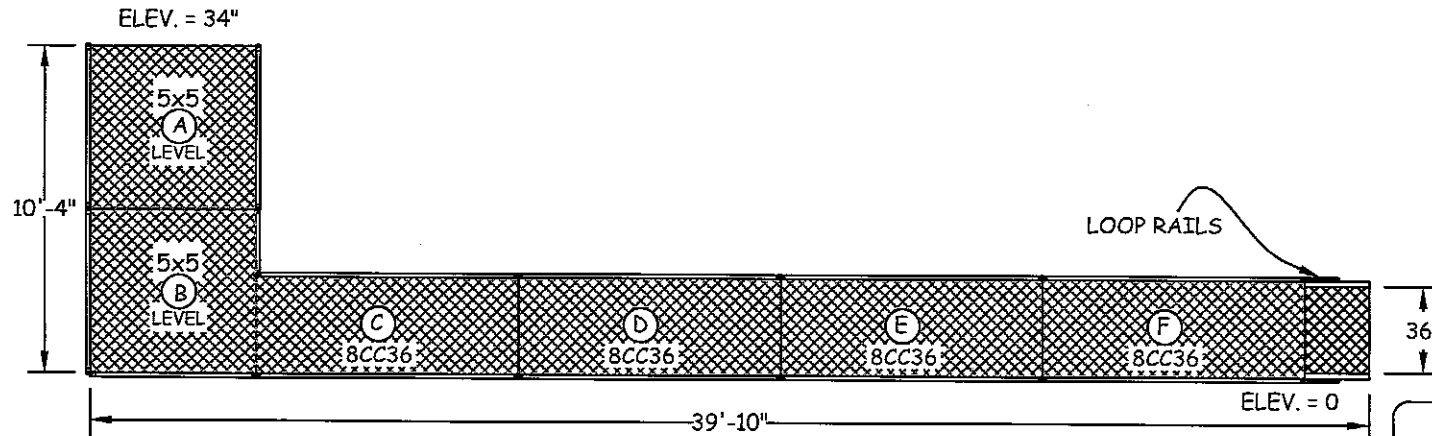


Side View:

34" RISE / 34' RAMP
= 1.00" RISE / 'RAMP



Top View:



NOTES

1. Rev None

Job Name:

Navarrete/
Baldwin
Park,
CA

Location:

Amramp
Los
Angeles

Requested:

Brett M.

Phone:

310-617-9884

Fax:

310-326-2421

Date:

9-9-22

Zip:

90248

Drawn By:

Peter

Checked By:

Jonny

Job Number:

126879

Monday, September 12, 2022

Prepared for:

Bernardo Navarrete
Engineering Assistant
City of Baldwin Park, Public Works
14403 E. Pacific Avenue, CA 91706

Ramps and Landings Estimate - Revised

JOB COSTING

ADA RESTROOM SECTION

2 x 5' x 5' Landings with Handrails	\$ 2,900.00
1 x 5' x 5' Resting Platform with Handrails and 2 transition plates	\$ 1,600.00
2 x 5'L x 3'W Modular Ramps with Handrails and End Loops	\$ 1,300.00
3 x 8'L x 3'W Modular Ramps with Handrails and End Loops	\$ 3,360.00
Landing enclosure kit (for RED section on 1st drawing)	\$ 230.00
(+ all accompanying hardware and leg supports - included)	

ADA UNITS SECTION

5 x 5' x 5' Landings with Handrails	\$ 7,250.00
1 x 5'L x 3'W Modular Ramp with Handrails and End Loops	\$ 650.00
Landing enclosure kit (for RED section on 1st drawing)	\$ 230.00
(+ all accompanying hardware and leg supports - included)	

SUBTOTAL	\$ 17,520.00
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DISCOUNT - City of Baldwin Contractor Discount (20%)	\$ 3,504.00
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JOB COSTING BREAKDOWN

Ramps & Landing & all accompanying hardware & leg supports	\$ 14,016.00
Installation (approx. 2-3 days)	\$ 4,500.00
Jobsite Materials	\$ 175.00
Freight & Delivery from KY	\$ 1,250.00
Sales Tax (9.5%)	\$ 1,331.52
Subtotal	\$ 21,272.52

Project Mngt Fee (5%) - REDUCED FROM 15%	\$ 1,063.63
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PROJECT TOTAL	\$ 22,336.15
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Terms

50% Deposit
Balance on Completion

Install Date

By September 24th, 2022

Please make checks payable to: "Accessible Construction" 420 South Hindry Avenue, Suite B Inglewood, CA 90301

3.5% surcharge for payments with Credit Card

Yours in Accessibility,

Adam Fine
C.A.P.S./C.E.A.C. Certified
Mobile: (310) 925-4330
CA License #980811
adam@accessibleconstruction.com
www.accessibleconstruction.com

ESTIMATE

I have reviewed the above described work and charges contained in this ESTIMATE, and I have had the opportunity to read and review all of the terms and conditions set-forth on the attached pages titled: TERMS & CONDITIONS, and I have had the opportunity to ask questions about the ESTIMATE and the TERMS & CONDITIONS, and I have received a copy of the documents. Having done so, I agree to proceed with the scope of work described in the ESTIMATE, and I agree to abide by and be bound by all the provisions of the TERMS & CONDITION. I agree that the ESTIMATE and the TERMS & CONDITIONS shall be taken together as one document and shall be deemed to be the Agreement by and between ACCESSIBLE and I.

ACCESSIBLE CONSTRUCTION:

By: _____

DATE: ____/____/2022

Name: Adam Fine

Contracting Party:

By: _____

DATE: ____/____/2022

Bernardo Navarrete - City of Baldwin Park, Public Works

TERMS & CONDITIONS

This Agreement is entered into by and between, ALIZACH HOLDINGS, INC. dba ACCESSIBLE CONSTRUCTION, together with ACCESSIBLE DESIGN & CONSULTING, INC. both which are wholly owned subsidiaries of THE ACCESSIBLE GROUP OF COMPANIES, INC. a California Corporation, herein collectively "ACCESSIBLE" and **Bernardo Navarrete - City of Baldwin Park, Public Works**, hereinafter the "CUSTOMER." CUSTOMER and ACCESSIBLE [collectively the "Parties"] agree as follows:

1. ACCESSIBLE shall provide the equipment and materials set-forth in the ESTIMATE and perform the work, installation, and services described in the ESTIMATE for CUSTOMER at the address set-forth in the ESTIMATE. CUSTOMER acknowledges, authorizes, and agrees that ACCESSIBLE may use subcontractors to perform some or all of the work described in the ESTIMATE.
2. At the sole discretion of ACCESSIBLE, and without further notice to CUSTOMER, ACCESSIBLE may use certain customary materials and supplies necessary to complete the installation of the Equipment described in the ESTIMATE. In the event that additional materials and supplies are required because of the age or condition of the CUSTOMER'S structure, or due to building code and/or building department permit requirements, ACCESSIBLE will notify CUSTOMER of same and provide CUSTOMER with an estimate of the additional costs of said materials and supplies. Any Plans and/or required government Permits as may be necessary are not included in the ESTIMATE and shall remain the responsibility of CUSTOMER to obtain, (or contract with ACCESSIBLE to obtain) and CUSTOMER shall pay for the costs of either or both.
3. CUSTOMER agrees to pay the total costs set-forth in the ESTIMATE, together with any additional costs incurred as described in Paragraphs 2 and 4 herein.
4. A Change Order [hereafter "CO"] is any change to the original scope of work and materials described in the ESTIMATE. When required or necessary to do so, or when changes to materials and/or labor are requested by CUSTOMER, the changes will be delineated in writing together with an estimate of their costs on a Change Order Form [hereafter "COF"], CUSTOMER and ACCESSIBLE shall sign the COF, and the COF shall be incorporated into this Agreement and subject to all of its terms and conditions.
5. CUSTOMER acknowledges that ACCESSIBLE, its employees, agents, representatives, and subcontractors will not accept any VERBAL requests from CUSTOMER or its agents and representatives to upgrade or change any material, equipment, or labor outside the scope of the ESTIMATE.
6. ACCESSIBLE shall not be liable to CUSTOMER for any damage or alleged damage to CUSTOMER'S property as a result of ACCESSIBLE'S services as described in ESTIMATE, unless CUSTOMER can prove that ACCESSIBLE acted with gross negligence during the performance of its services for CUSTOMER.
7. CUSTOMER acknowledges and agrees that the scope of ACCESSIBLE's work is specifically limited to and defined in the ESTIMATE. Accordingly, there is specifically excluded from ACCESSIBLE's work, the inspection for discovery or existence of, or any remedial or corrective work concerning mold, mildew, or any form of multicellular fungi, mycotoxins or their spores, scent or by-products and organic pathogens of whatever kind, nature, description or degree, as well as asbestos anywhere on the property or in or about the area where CUSTOMER'S work is to be performed. In this regard, the CUSTOMER or any of CUSTOMER'S representatives, heirs, executors, successor and assigns shall indemnify, defend and hold ACCESSIBLE free and harmless from any claims, demands, causes of actions, losses, liability, damages and injuries whatsoever claimed or sustained by anyone, including CUSTOMER, including reasonable attorney's fees, and court and litigation costs, regarding the presence or existence of any of the excluded conditions on the property described in this paragraph. CUSTOMER has been and is hereby advised to engage mold testing professionals if CUSTOMER deems it necessary.
8. CUSTOMER, at CUSTOMER'S expense, as a material part of the consideration to be given to ACCESSIBLE, agrees to indemnify and hold ACCESSIBLE harmless, and defend ACCESSIBLE against any and all claims, demands, causes of action, liability, damages, losses, costs, or expenses, (collectively, "Claims") which (whether insured against or not) may be asserted against or incurred or suffered by ACCESSIBLE from time to time by reason of or in connection with:

(i) The material inaccuracy or material breach of any of the representations, warranties, or covenants made by ACCESSIBLE herein; and/or

(ii) Any transaction, act, activity, occurrence, or event relating to the CUSTOMER, or CUSTOMER'S tenants, visitors, trespassers, labor or employment claims, liabilities, or obligations of CUSTOMER'S Property, or the use and operation of the Property, which transaction, contract, act, activity, occurrence, or event occurred with respect to CUSTOMER as the indemnifying party, sustained by reason of any and all claims, liabilities, obligations, demands, damages, causes of action filed, legal or otherwise, that relate directly or indirectly to, or which may in any manner arise out of or from any act, negligent or otherwise, allegedly performed by ACCESSIBLE, excluding gross negligence by ACCESSIBLE.

The indemnities contained in this paragraph 8 shall survive the completion of services by ACCESSIBLE under this Agreement.

9. Any defects in the equipment installed by ACCESSIBLE will be reported by CUSTOMER to ACCESSIBLE within 24 hours of CUSTOMER'S knowledge of said defect, in which event ACCESSIBLE's liability shall extend only to replacement or repair thereof for a period of ninety days after completion of ACCESSIBLE's services hereunder. ACCESSIBLE makes no warranties or representations, express

or implied, by operation of law or otherwise, as to the merchantability or fitness for a particular purpose of the equipment and materials provided to CUSTOMER hereunder. ACCESSIBLE shall not be liable for any defect in the equipment and materials provided hereunder and CUSTOMER releases ACCESSIBLE from any and all liability and agrees to hold harmless ACCESSIBLE and its employees and sub-contractors for any damages sustained by the use of the materials and equipment described in the ESTIMATE. No time limit or dollar amount shall exist on such indemnification. Customer agrees that its sole remedy, in the event Customers sustains injuries or damages as a result of Customer's use of the equipment or merchandise, shall be against the manufacturer of the equipment or merchandise. If the manufacture of any equipment provided hereunder provides a warranty, whether written, oral, or by operation of law, said warranty shall be transferred by ACCESSIBLE to CUSTOMER.

10. CUSTOMER agrees to operate the equipment provided to CUSTOMER and/or installed by ACCESSIBLE in a reasonable manner consistent with the use for which the equipment was designed and intended.
11. Any Equipment, materials, and merchandise accepted for return will be solely at the discretion of ACCESSIBLE. No equipment or merchandise will be accepted for return after three (3) days, (and may be subject to a restocking fee). All returns must be in new and/or unused condition, in the original packaging and accompanied by the original invoice. Customer must contact ACCESSIBLE concerning CUSTOMER's desire to return the equipment or merchandise. Unless the return is agreed to in writing by ACCESSIBLE and have issued an RA # (Return Authorization), CUSTOMER shall be responsible for the full costs, rate, and all other charges for the pickup and return.
12. Title to equipment and merchandise shall remain with ACCESSIBLE until Customer pays in full all amounts due to ACCESSIBLE.
13. The laws of the State of California shall govern the validity, interpretation, and enforcement of this Agreement. If any provision or clause of this Agreement is held invalid, such invalidity shall not affect the validity of the other provisions or applications of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable. This Agreement constitutes the sole and entire agreement between CUSTOMER and ACCESSIBLE pertaining to this transaction. No modification can be made except by a written instrument signed by ACCESSIBLE and CUSTOMER. There are no written or oral understandings, representations or agreements relative to this Agreement which are not fully expressed herein. CUSTOMER acknowledges and agrees that representatives of ACCESSIBLE are not authorized to make oral or written representations on behalf of ACCESSIBLE which expand upon or contradict the terms and conditions herein. This Agreement shall inure to the benefit of and bind ACCESSIBLE's and CUSTOMER's officers, directors, shareholders, heirs, legatees, devisees, administrators, executors, representatives, successors and assigns. All payments due hereunder or any Agreement entered into as an outgrowth hereof shall be made in United States Dollars.
14. Any dispute arising hereunder, that need not be litigated in or petitioned for in the Superior Court of the State of California, shall be determined as follows: First, the matter shall be submitted to non-binding Mediation in the City of Los Angeles which shall be conducted and concluded within thirty [30] days of demand by submission to the Judicial Arbitration and Mediation Service (JAMS) or Alternative Resolution Centers (ARC) in accordance with their rules or before the American Arbitration Association if JAMS or ARC are no longer in business or are otherwise unavailable to hear any such dispute; Second, if the Mediation does not result in the resolution of the parties dispute, then by binding Arbitration in the City of Los Angeles before the Judicial Arbitration and Mediation Service (JAMS) or Alternative Resolution Centers (ARC) in accordance with their rules or before the American Arbitration Association if JAMS or ARC are no longer in business or are otherwise unavailable to hear any such dispute. In obtaining any judgment, an award shall be entered which shall be binding upon the parties. Either party may bring an action in any Court of competent jurisdiction for injunctive or other provisional relief as may be appropriate.
15. Any notice required hereunder shall be deemed given when personally delivered or telecopied, or three (3) days after it has been sent by United States registered or certified mail, addressed as first set forth above.
16. Force Majeure: (a) No party shall be responsible for failure to fulfil any term of this Agreement if and to the extent that fulfillment has been prevented hindered or delayed by force majeure as defined herein.

(b) The expression "force majeure" means strikes, lockouts and any event or circumstances beyond the immediate control of either party including (without prejudice to the generality of the foregoing) riots, civil commotions, or national or international emergency, changes in government, weather, destruction or damage due to natural forces, fires, explosions, and compliance with orders or request of any national or local authority.

WHEREFORE, the Parties have set their hands and seals on the date adjacent to their signature.

ACCESSIBLE:

Adam Fine
Adam Fine

DATE: ____/____/2022

CUSTOMER:

Bernardo Navarrete - City of Baldwin Park, Public Works

DATE: ____/____/2022

Bernardo Navarrete

From: Steven Butsch <sbutsch@upsideinnovations.com>
Sent: Thursday, September 8, 2022 7:17 AM
To: Bernardo Navarrete
Subject: Re: Web Lead - Bernardo Navarrete bnavarrete@baldwinpark.com - City of Baldwin Park

You don't often get email from sbutsch@upsideinnovations.com. [Learn why this is important](#)

[CAUTION: External Email -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Bernardo, 

Thanks for reaching out. This is not something we can have to you by Sept. 24th.

Once we receive payment our engineers can have shop drawings to you in 5-10 business days. Upon approval drawings we are on a 4-6 week lead time.

On Wed, Sep 7, 2022 at 8:51 PM Web Lead <solutions@upsideinnovations.com> wrote:

Name

Bernardo Navarrete

Company

City of Baldwin Park

Email

bnavarrete@baldwinpark.com

Phone

(408) 310-8940

Zip Code

91706

Your message or details about your project:

Hello, I would like to request a quote for a few prefabricated ramps, we are looking to purchase 2 ramps. We would require a quick turn around before September 24th.

Please let me know if this is something you could provide and expedite. We are a Governmental Agency so any cost savings that can be

Attach Images & Designs

- [ADA-Ramps.pdf](#)

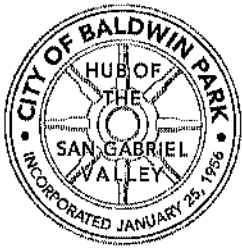
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utm_medium

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: June 15, 2022
SUBJECT: Approval of Procurement Proposals and Authorization to Set Expenditure Limits for the Development of Phase I of the Garvey Family Site Project at 13167 Garvey Avenue Consisting of Material and Equipment Procurements, Site Preparation and Maintenance Work

SUMMARY

This item request approval of equipment procurement proposals and to set expenditure limits for various facets of development for the Garvey Family Bridge Housing Site Project to be constructed at 13167 Garvey Avenue. Expenditures include procurement of family shelter units, trailer facilities (for on-site laundry, restrooms and showers), procurement of portable solar lighting fixtures, installation of electrical equipment including electrical connections to shelters, installation of security surveillance system, construction of wooden deck, installation of plumbing equipment to trailer facilities, ADA compliancy work, decorative pavement paint, fence alterations, site landscaping and site preparation. The funds for the project would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). SGVRHT has already provided the city with a 25% advance of funds totaling \$312,500 to commence the procurement of long-lead items.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve equipment and materials procurement proposals from:
 - a. Greenshine, Inc. for purchase of portable lighting fixtures in the amount of \$25,706.00
 - b. Montondo Trailer, LLC for procurement of trailers in the amount of \$220,000.00 including 50% deposit; and
 - c. Boss Homes, LLC for procurement of shelters in the amount of \$415,294.00 including 50% deposit; and
2. Authorize a total not-to-exceed amount of \$272,000.00 for professional services and material procurement for the development of the project and authorize staff to seek proposals for services as outlined below:
 - a. On-site electrical connections to shelters
 - b. Plumbing services for on-site gas, sewer and water connections to facilities
 - c. Security surveillance system
 - d. Construction of a wooden deck including material procurement
 - e. Decorative asphalt pavement painting including material procurement
 - f. Construction of ADA compliancy site features including ADA entrance, ramps and path of travel modifications
 - g. Alterations to an existing fence including decorative fencing
 - h. Site preparation including rental equipment
 - i. Site landscaping including procurement of trees
3. Authorize the Public Works Director to execute the procurement and professional services proposals and to coordinate with the various entities in all elements as necessary to complete the improvements at the site; and
4. Authorize the Director of Finance to make the necessary budget adjustments and processing of invoices including reimbursement request made to the SGVRHT for qualified expenditures.

FISCAL IMPACT

There is no impact to the General Fund. City expenditures have been pre-approved and will be reimbursed by the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HPP). The Finance Department has created various expenditure accounts under Fund 270 for this project. The table below lists expenditure limits for various components of the project:

Description		Account Number	Not-to-Exceed Amount
Greenshine, Inc.	Portable solar lighting	270-50-520-58110-55023	\$25,706.00
Montondo Trailer, LLC	Restroom/shower facilities	270-50-520-58110-55023	\$220,000.00
Boss Homes, LLC	Modular family shelter units	270-50-520-58110-55023	\$415,294.00
Electrical Services (future)	Electrical equip./connections	270-50-520-58100-55023	\$35,000.00
Plumbing Services (future)	On-site gas/sewer/water	270-50-520-58100-55023	\$30,000.00
Security Services (future)	Surveillance system install	270-50-520-58100-55023	\$40,000.00
Carpentry Services (future)	Wooden deck construction	270-50-520-58100-55023	\$50,000.00
Pavement Paint (future)	Asphalt painted playground	270-50-520-58100-55023	\$25,000.00
ADA Construction (future)	Site access and ramps	270-50-520-58100-55023	\$35,000.00
Fencing (future)	Decorative fence and mod.	270-50-520-58100-55023	\$25,000.00
Site Preparation (future)	Site demo and rental equip.	270-50-520-58100-55023	\$20,000.00
Site Landscaping (future)	Planters and Trees	270-50-520-58110-55023	\$12,000.00
Estimated Expenditure Amount			\$933,000.00

BACKGROUND

In the summer of 2021, the SGVRHT received a State Budget Earmark of \$20 million to address the affordable housing shortage and homeless crisis in the San Gabriel Valley. Last Fall, the SGVRHT solicited interested cities to submit a Letter of Intent and Application for funding under the HPP. The City Council directed staff to apply for the HPP grant and Baldwin Park was awarded \$1,125,000 to develop and operate bridge housing for homeless families at 13167 Garvey Avenue.

At their February 16, 2022, City Council Meeting, City Council provided staff direction to enter into an agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) to receive the grant funds and commence development of the program. Also, at this meeting, the City Council directed staff to prepare a site plan and schematic design for the development and, when ready, return at a subsequent City Council meeting for review, discussion, and direction thereof.

On April 20, 2022, the Mayor and City Council provided direction to proceed with procurement of long-lead items to meet the project's schedule.

On June 1, 2022, the City Council reviewed and approved the proposed site layout and schematic design and authorized staff to commence the community engagement and site development phases of the project.

DISCUSSION

City staff has been actively working with the various stakeholders, including SGVRHT, coordinating with SRK architects, shelter vendor, trailer facility vendor and others in the development of the site. Staff has coordinated closely with SRK through the schematic design process and current finalized site plan addressing all integral components for the project with emphasis on the needs for future family residents. In addition to the site preparation, city staff has taken-on additional construction related components such as construction management, procurement of materials, coordination with various professional services consultants and in-house support from the Public Works Maintenance Division.

Based on Council direction, and in order to achieve long-lead times to meet the project timelines, staff has negotiated and obtained proposals and quotes for procurement of portable shelter units, trailer facilities and solar lighting fixtures. Notices to proceed with the work have been issued to ensure that the equipment arrives on time for installation. Vendors sourced, Boss Homes, Montondo Trailer, and Greenshine have agreed to accommodate the project's aggressive timeline and initiate fabrication through standard procurement processes.

Boss Homes, LLC has agreed to commence fabrication for the shelter units with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$415,294 are sixteen (16) units, two (2) unit pairs will be interconnected with a pass-through door to accommodate larger families. Boss Homes' shelters had already been previously selected by staff through an RFP process for Esperanza Villa. Due to its supply chain constraints, Boss Homes did not meet the timeline requirements at that time, so Staff turned to an alternative vendor who was able to accommodate Esperanza Villa's aggressive schedule. However, Boss Homes has overcome their supply chain issues and have committed to a tentative delivery of the units by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled grand opening. A notice to proceed was issued to Boss Homes on May 11th, 2022, to begin fabrication of the units.

Montondo Trailer, LLC has agreed to commence fabrication for the trailer facilities with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$220,000 are two (2) trailers; the first trailer will provide five (5) restroom/shower combination rooms, one will be ADA accessible. The second trailer will provide a laundry facility with six (6) stacked washer/dryers and three (3) additional restrooms. Staff worked with various vendors and obtained several quotes, ultimately, Montondo Trailer was the only vendor able to meet the projects specifications and schedule. A notice to proceed was issued to Montondo Trailer on April 25, 2022, to begin fabrication of the trailer facilities and has agreed on a tentative delivery of the trailers by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled completion date.

Greenshine has agreed to commence fabrication for the portable solar lighting fixtures with a notice to proceed with the overall cost to be paid upon delivery and inspection. Included with the overall cost of \$25,705.30 are four (4) portable light poles which would provide sufficient lighting for the site supported by a client-provided photometric simulation. Staff worked on sourcing other vendors, however, after diligent research and coordination, other vendors were not able to provide a turn-key solution that includes LED fixtures, Solar Panel, Battery, Pole and built-in concrete base. Greenshine's PORTA solution was also the vendor selected for the Esperanza Villa project. Staff is well-versed on its effort to assemble the portable lights on-site and they have been a great lighting solution for the Esperanza Villa site. A notice to proceed was issued on May 11, 2022, to begin fabrication of the portable lights and has agreed on a tentative delivery of the units in early to middle of September to provide ample time for on-site assembly and placement.

As the procurement process progresses, close coordination with various other professional services consultants and contractors will be crucial for the success of the project. At the time of preparation of this report, not all third-party partners, consultants and contractors necessary to complete the development of the site have been selected. Staff is seeking approval of not-to-exceed expenditure limits to be set for procuring professional and contractual services in order to expedite the development of the site. This includes electrical work, sewer and gas connections, security surveillance system, fence modification, asphalt painting, landscaping, and carpentry work. Staff will seek several quotes,

per the City's purchasing policy and when ready will process the purchase orders and invoices appropriately.

All procurement materials and professional services proposed in this report have been pre-approved by SGVRHT and will be reimbursed upon completion of the work. Therefore, staff recommends that the City Council approve the proposals and set the expenditure limits and authorize staff to proceed with the procurement of services.

ALTERNATIVES

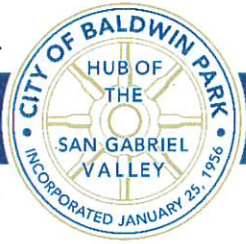
1. The City Council may choose not to approve the proposals and authorize the expenditures. This action is not recommended as this action will delay the tentatively scheduled September 17th, 2022, completion date for the site and delay the housing opportunity to Baldwin Park families experiencing homelessness.
2. Provide Staff with alternate direction.

LEGAL REVIEW

None Required

ATTACHMENTS

1. Proposals for Services



Sam Gutierrez, Director of Public Works

September 26, 2022

Edgar Morales
President
Brightview Painting
1323 W. Covina Parkway, Suite A
West Covina, CA 91790

Subject: NOTICE TO PROCEED – Tiny Homes Project at 13167 Garvey Ave.

Dear Mr. Morales,

This letter will serve as your **NOTICE TO PROCEED** with the order detailed on your proposal dated September 14, 2022 in the total amount of \$6,850.00. Due to the stringent project timeline a verbal notice to proceed was provided by the Maintenance Operations Manager, this letter is intended to memorialize this work. A purchase order will be issued for the total amount within thirty (30) days after services are fulfilled. You are hereby notified that the Effective Start Date for the project was September 14, 2022.

If you need assistance or have any questions, please feel free to contact Bernardo Navarrete at (626) 960-4011 ext. 115 or via e-mail at bnavarrete@baldwinpark.com

Sincerely,

Sam Gutierrez
Director of Public Works

PURCHASE REQUISITION

P.O. #:

Vendor #: _____

Order Date:

Fax #:

One Time Purchase

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Tiny Homes - Building Painting Services for 13167 Garvey Ave.	270-50-520-58100-55023		6,850.00
			Payment will be processed upon delivery and acceptance of the items			
					Subtotal:	6,850.00
					Tax:	
					Shipping:	
					Total:	6,850.00

Please provide justification for purchase below:

Brightview Painting provided the lowest quote and is able to meet the project's stringent timeline.

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	Brightview Painting	(626) 502-4798	Edgar Morales	\$6,850.00
☒ Email	ESR Quality Painting	(626) 715-1424	esrqualitypainting@yahoo.com	\$9,000.00
☐ Internet	Ramos Painting	rpaintingservices.com	Oscar Ramos	Non-Responsive
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes: Anthony Vazquez

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)

BRIGHTVIEW PAINTING COMPANY

1323 W West Covina Pkwy Ste A
CA 91790 US
+1 6265024798
brightviewpaintingco@gmail.com

INVOICE

BILL TO
City of Baldwin Park
Anthony Vasquez

INVOICE 1091
DATE 09/14/2022
TERMS Due on receipt
DUE DATE 09/14/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Interior/Exterior Painting	Please see contract for details	1	6,850.00	6,850.00

Project Address:
13165 Garvey Ave.
Baldwin Park CA 91706

City of Baldwin Park

BALANCE DUE

\$6,850.00

ESTIMATE

**Prepared For**

City of Baldwin Park
 13165 E Garvey Ave
 Baldwin Park, CA 91706
 (626) 224-0100

ESR QUALITY PAINTING INC.

1138 N Pasadena Ave
 Azusa, Ca 91702
 Phone: (626) 715-1424
 Email: esrqualitypainting@yahoo.com
 Web: esrqualitypainting.com

Estimate # 1943
 Date 09/02/2022
 Business / Tax # LIC.# 986233

Description	Quantity	Total
Exterior Painting	1	\$9,000.00
• Power wash exterior units (2). • Cover floors, windows and needed areas. • Remove unwanted items on trim/stucco.		
TRIM		
• Light sand fascia boards, eaves and T&G walls/ceiling. • Remove and replace all loose/damage caulking. • patch holes, cracks and needed areas.		
STUCCO		
• Remove any damage, loose stucco. • patch holes, cracks and needed areas on stucco.		
PRIMER		
• Apply 1 coat of primer to fascia boards, doors, door frames. • Spot prime stucco. • Spot prime eaves.		
PAINT		
• Apply 2 coats of Dunn Edwards exterior premium paint to all exterior stucco (2 units). • Apply 2 coats of Dunn Edwards exterior premium paint to all exterior trim: Fascia boards, eaves, doors, door frames, gutters. • All labor and materials included.		

Subtotal	\$9,000.00
Total	\$9,000.00

Bernardo Navarrete

From: Anthony Vazquez
Sent: Wednesday, September 21, 2022 2:35 PM
To: Bernardo Navarrete
Subject: RE: City of Baldwin Park

Follow Up Flag: Follow up
Flag Status: Flagged

Third vendor for painting is :

Ramos Painting
Oscar Ramos
Rpaintingservices.com

From: Anthony Vazquez
Sent: Wednesday, September 21, 2022 2:24 PM
To: Bernardo Navarrete <BNavarrete@baldwinpark.com>
Subject: RE: City of Baldwin Park

From: Anthony Vazquez
Sent: Wednesday, September 21, 2022 2:23 PM
To: Bernardo Navarrete <BNavarrete@baldwinpark.com>
Subject: FW: City of Baldwin Park

From: Brightview Painting <brightviewpaintingco@gmail.com>
Sent: Wednesday, September 14, 2022 12:09 PM
To: Anthony Vazquez <AVazquez@baldwinpark.com>
Subject: City of Baldwin Park

[CAUTION: External Email -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good Afternoon Anthony,

Attached is your invoice for the project located at 13165 Garvey Ave. Baldwin Park.
I will have your new Estimate sent over as soon as possible.

Please let me know if you have any questions.
Please let me know when the check/payment will be available for pick up.

Thanks again for your business! We truly appreciate it.

Thank you,
Edgar Morales
President

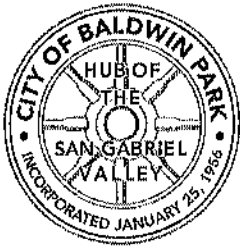
Brightview Painting

Phone:(626) 502-4798

Email:brightviewpaintingco@gmail.com

Website:brightviewpainting.com

1323 W. Covina Parkway Suite A,
West Covina CA 91790

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: June 15, 2022
SUBJECT: Approval of Procurement Proposals and Authorization to Set Expenditure Limits for the Development of Phase I of the Garvey Family Site Project at 13167 Garvey Avenue Consisting of Material and Equipment Procurements, Site Preparation and Maintenance Work

SUMMARY

This item request approval of equipment procurement proposals and to set expenditure limits for various facets of development for the Garvey Family Bridge Housing Site Project to be constructed at 13167 Garvey Avenue. Expenditures include procurement of family shelter units, trailer facilities (for on-site laundry, restrooms and showers), procurement of portable solar lighting fixtures, installation of electrical equipment including electrical connections to shelters, installation of security surveillance system, construction of wooden deck, installation of plumbing equipment to trailer facilities, ADA compliancy work, decorative pavement paint, fence alterations, site landscaping and site preparation. The funds for the project would come from the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). SGVRHT has already provided the city with a 25% advance of funds totaling \$312,500 to commence the procurement of long-lead items.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve equipment and materials procurement proposals from:
 - a. Greenshine, Inc. for purchase of portable lighting fixtures in the amount of \$25,706.00
 - b. Montondo Trailer, LLC for procurement of trailers in the amount of \$220,000.00 including 50% deposit; and
 - c. Boss Homes, LLC for procurement of shelters in the amount of \$415,294.00 including 50% deposit; and
2. Authorize a total not-to-exceed amount of \$272,000.00 for professional services and material procurement for the development of the project and authorize staff to seek proposals for services as outlined below:
 - a. On-site electrical connections to shelters
 - b. Plumbing services for on-site gas, sewer and water connections to facilities
 - c. Security surveillance system
 - d. Construction of a wooden deck including material procurement
 - e. Decorative asphalt pavement painting including material procurement
 - f. Construction of ADA compliancy site features including ADA entrance, ramps and path of travel modifications
 - g. Alterations to an existing fence including decorative fencing
 - h. Site preparation including rental equipment
 - i. Site landscaping including procurement of trees
3. Authorize the Public Works Director to execute the procurement and professional services proposals and to coordinate with the various entities in all elements as necessary to complete the improvements at the site; and
4. Authorize the Director of Finance to make the necessary budget adjustments and processing of invoices including reimbursement request made to the SGVRHT for qualified expenditures.

FISCAL IMPACT

There is no impact to the General Fund. City expenditures have been pre-approved and will be reimbursed by the San Gabriel Valley Regional Housing Trust (SGVRHT) Homeless Housing Pilot Program (HHPP). The Finance Department has created various expenditure accounts under Fund 270 for this project. The table below lists expenditure limits for various components of the project:

Description		Account Number	Not-to-Exceed Amount
Greenshine, Inc.	Portable solar lighting	270-50-520-58110-55023	\$25,706.00
Montondo Trailer, LLC	Restroom/shower facilities	270-50-520-58110-55023	\$220,000.00
Boss Homes, LLC	Modular family shelter units	270-50-520-58110-55023	\$415,294.00
Electrical Services (future)	Electrical equip./connections	270-50-520-58100-55023	\$35,000.00
Plumbing Services (future)	On-site gas/sewer/water	270-50-520-58100-55023	\$30,000.00
Security Services (future)	Surveillance system install	270-50-520-58100-55023	\$40,000.00
Carpentry Services (future)	Wooden deck construction	270-50-520-58100-55023	\$50,000.00
Pavement Paint (future)	Asphalt painted playground	270-50-520-58100-55023	\$25,000.00
ADA Construction (future)	Site access and ramps	270-50-520-58100-55023	\$35,000.00
Fencing (future)	Decorative fence and mod.	270-50-520-58100-55023	\$25,000.00
Site Preparation (future)	Site demo and rental equip.	270-50-520-58100-55023	\$20,000.00
Site Landscaping (future)	Planters and Trees	270-50-520-58110-55023	\$12,000.00
Estimated Expenditure Amount			\$933,000.00

BACKGROUND

In the summer of 2021, the SGVRHT received a State Budget Earmark of \$20 million to address the affordable housing shortage and homeless crisis in the San Gabriel Valley. Last Fall, the SGVRHT solicited interested cities to submit a Letter of Intent and Application for funding under the HHPP. The City Council directed staff to apply for the HHPP grant and Baldwin Park was awarded \$1,125,000 to develop and operate bridge housing for homeless families at 13167 Garvey Avenue.

At their February 16, 2022, City Council Meeting, City Council provided staff direction to enter into an agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) to receive the grant funds and commence development of the program. Also, at this meeting, the City Council directed staff to prepare a site plan and schematic design for the development and, when ready, return at a subsequent City Council meeting for review, discussion, and direction thereof.

On April 20, 2022, the Mayor and City Council provided direction to proceed with procurement of long-lead items to meet the project's schedule.

On June 1, 2022, the City Council reviewed and approved the proposed site layout and schematic design and authorized staff to commence the community engagement and site development phases of the project.

DISCUSSION

City staff has been actively working with the various stakeholders, including SGVRHT, coordinating with SRK architects, shelter vendor, trailer facility vendor and others in the development of the site. Staff has coordinated closely with SRK through the schematic design process and current finalized site plan addressing all integral components for the project with emphasis on the needs for future family residents. In addition to the site preparation, city staff has taken-on additional construction related components such as construction management, procurement of materials, coordination with various professional services consultants and in-house support from the Public Works Maintenance Division.

Based on Council direction, and in order to achieve long-lead times to meet the project timelines, staff has negotiated and obtained proposals and quotes for procurement of portable shelter units, trailer facilities and solar lighting fixtures. Notices to proceed with the work have been issued to ensure that the equipment arrives on time for installation. Vendors sourced, Boss Homes, Montondo Trailer, and Greenshine have agreed to accommodate the project's aggressive timeline and initiate fabrication through standard procurement processes.

Boss Homes, LLC has agreed to commence fabrication for the shelter units with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$415,294 are sixteen (16) units, two (2) unit pairs will be interconnected with a pass-through door to accommodate larger families. Boss Homes' shelters had already been previously selected by staff through an RFP process for Esperanza Villa. Due to its supply chain constraints, Boss Homes did not meet the timeline requirements at that time, so Staff turned to an alternative vendor who was able to accommodate Esperanza Villa's aggressive schedule. However, Boss Homes has overcome their supply chain issues and have committed to a tentative delivery of the units by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled grand opening. A notice to proceed was issued to Boss Homes on May 11th, 2022, to begin fabrication of the units.

Montondo Trailer, LLC has agreed to commence fabrication for the trailer facilities with a notice to proceed and a 50% deposit of the overall cost with the remaining balance paid upon delivery and inspection. Included with the overall cost of \$220,000 are two (2) trailers; the first trailer will provide five (5) restroom/shower combination rooms, one will be ADA accessible. The second trailer will provide a laundry facility with six (6) stacked washer/dryers and three (3) additional restrooms. Staff worked with various vendors and obtained several quotes, ultimately, Montondo Trailer was the only vendor able to meet the projects specifications and schedule. A notice to proceed was issued to Montondo Trailer on April 25, 2022, to begin fabrication of the trailer facilities and has agreed on a tentative delivery of the trailers by the end of August to provide ample time for utility connections to be performed under separate professional plumbing services prior to the scheduled completion date.

Greenshine has agreed to commence fabrication for the portable solar lighting fixtures with a notice to proceed with the overall cost to be paid upon delivery and inspection. Included with the overall cost of \$25,705.30 are four (4) portable light poles which would provide sufficient lighting for the site supported by a client-provided photometric simulation. Staff worked on sourcing other vendors, however, after diligent research and coordination, other vendors were not able to provide a turn-key solution that includes LED fixtures, Solar Panel, Battery, Pole and built-in concrete base. Greenshine's PORTA solution was also the vendor selected for the Esperanza Villa project. Staff is well-versed on its effort to assemble the portable lights on-site and they have been a great lighting solution for the Esperanza Villa site. A notice to proceed was issued on May 11, 2022, to begin fabrication of the portable lights and has agreed on a tentative delivery of the units in early to middle of September to provide ample time for on-site assembly and placement.

As the procurement process progresses, close coordination with various other professional services consultants and contractors will be crucial for the success of the project. At the time of preparation of this report, not all third-party partners, consultants and contractors necessary to complete the development of the site have been selected. Staff is seeking approval of not-to-exceed expenditure limits to be set for procuring professional and contractual services in order to expedite the development of the site. This includes electrical work, sewer and gas connections, security surveillance system, fence modification, asphalt painting, landscaping, and carpentry work. Staff will seek several quotes,

per the City's purchasing policy and when ready will process the purchase orders and invoices appropriately.

All procurement materials and professional services proposed in this report have been pre-approved by SGVRHT and will be reimbursed upon completion of the work. Therefore, staff recommends that the City Council approve the proposals and set the expenditure limits and authorize staff to proceed with the procurement of services.

ALTERNATIVES

1. The City Council may choose not to approve the proposals and authorize the expenditures. This action is not recommended as this action will delay the tentatively scheduled September 17th, 2022, completion date for the site and delay the housing opportunity to Baldwin Park families experiencing homelessness.
2. Provide Staff with alternate direction.

LEGAL REVIEW

None Required

ATTACHMENTS

1. Proposals for Services

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

- Site Landscape
- Request for PO

Date: 11/02/22 **Vendor:** APN Landscape, Inc **P.O. #:** _____
Requisition #: _____ **Address:** 17442 Hemphill Street **Vendor #:** _____
Date Required: _____ La Puente, CA 91744 **Order Date:** _____
Phone #: 626) 644-3941 **Fax #:** _____

Job Specific Purchase Order for Serenity Homes

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Annual purchase order for completion of landscape work for the Serenity Homes Project.			3,850.00
			Public Works staff was tasked to convert an existing lot into a tiny homes site. This site, Serenity Homes, is to include 16 housing units in total. Part of the project design included landscape and irrigation. In order to meet deadline, PW staff utilized one of their landscape vendors to assist with meeting project deadline.			
			Work can be described as Emergency work due to the short deadline and urgency for completion of project. Staff had 14 days left to complete project. Selected vendor was called upon to assist. Vendor was previously lowest quoted vendor in most recent landscape project (10.4.2022).			
					Subtotal:	3,850.00
					Tax:	
					Shipping:	
					Total:	

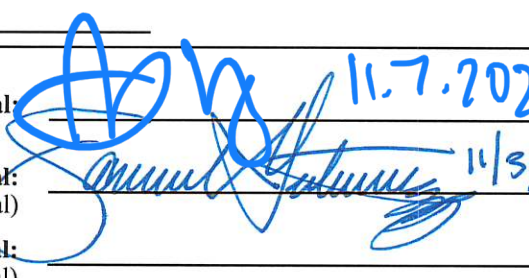
Please provide justification for purchase below:

Purchase Requisition needed to process payment for APN Landscape for last minute landscape work at Serenity Homes. In order to meet short deadline, Public Works reached out to APN to assist with completion of landscape work within project site. APN Landscape was able to respond and complete request within 1 week.

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): <u>Quotes from Previous Purchase Order from APN Landscapes, Inc. (2022)</u>	Vendors: APN Landscape, Inc.	Phone # or Web Address: 626) 644-3941	Contact Person or Email: Abel	Quotes: \$ 3,850.00 Emergency Work
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Name of employee who obtained / received quotes: Anthony Vazquez

Division Head Approval:  11.7.2022

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

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

M A R I P O S A

L A N D S C A P E S I N C

PROPOSAL

September 1, 2022

City of Baldwin Park
4100 Baldwin Park Blvd.
Baldwin Park, CA 91706
Attn: Anthony Vasquez / avazquez@baldwinpark.com

Re: 500 SF of Landscape and irrigation repairs at Pacific Avenue Median per Scope of Services.

Job name:

Pacific Avenue Median Landscape Repairs
Baldwin Park, CA 91706
Prevailing Wage. Notes and Exclusions on next page.

Bid Item	Item Description	Qty	Unit	Unit Price	Total
1	Mobilization	5	Day	\$ 181.92	\$ 909.60
2	Traffic control	5	Day	\$ 293.24	\$ 1,466.20
3	Remove & Dispose of Concrete Pad	1	EA	\$ 458.45	\$ 458.45
4	Clear & Grub	600	SF	\$ 1.68	\$ 1,008.00
5	Fine Grade	600	SF	\$ 0.37	\$ 222.00
6	Boulder Adjustment	1	LS	\$ 183.38	\$ 183.38
7	1" FEBCO 825Y-100 Backflow w/ 1" Wilkins SXL Wye Strainer	1	EA	\$ 1,652.98	\$ 1,652.98
8	GS-1LSB-GREEN Guardshack Backflow Enclosure	1	EA	\$ 1,093.75	\$ 1,093.75
9	Rain Bird RWS-B-C-1401	2	EA	\$ 108.41	\$ 216.82
10	Rain Bird XFS Dripper Line (On-grade)	500	LF	\$ 1.16	\$ 580.00
11	Flush Valve - Netafim TL050MF-1	2	EA	\$ 86.62	\$ 173.24
12	36" Box Tree – Tree to be supplied by The City	1	EA	\$ 961.88	\$ 961.88
13	1 Gal Elijah Blue (12" O.C.)	395	EA	\$ 11.96	\$ 4,724.20
14	3" Layer of Bark mulch	5	CY	\$ 263.08	\$ 1,315.40
15	Light fixtures @ monument to match existing	2	EA	\$ 779.45	\$ 1,558.90
				BID TOTAL	\$ 16,524.80

Respectfully submitted,



Raul Solis – Estimator
raul.solis@mariposa-ca.com



CA CONTRACTOR'S LIC # 592268 A, C-27, D-49
6232 Santos Diaz St., IRVINDALE, CA 91702 • TEL 800•794•9458 • FAX 626•960•8477
www.mariposa-ca.com

Our Core Values – Safety • Teamwork • Quality • Integrity

Terms: Per agreed Schedule of Values.

Time: Project start date is within 40-60 days after notice to proceed. Completion time for this project will depend on the duration of each of other trades.

Limits: Proposal is valid for 60 calendar days.

Completion: 5 Days

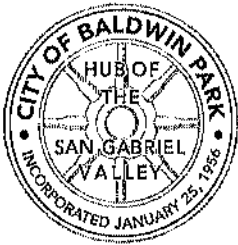
Notes & Exclusions:

1. No import or export of soil. If required, import and/or export can be provided on a Time & Material basis.
2. No removal of contaminated soil or hazardous waste.
3. No liability for damage from wind, rain, animals, vandalism, Acts of God, or other factors beyond our control.
4. Proposal reflects normal scheduling (five day workweek, Monday to Friday). If scheduling is to be accelerated, any overtime (in excess of 40 hours per week) will be billed as an Extra to the contract.
5. Bonding is not included.
6. No soil prep.
7. No Grow & Kill / Weed Abatement Program.
8. No weed barrier.
9. Specialized equipment, if required due to lack of access, will be billed on a Time & Material basis.
10. All sleeves, conduits, waterlines, and embedded items in walls, structures, or slabs by others.
11. No cutting, patching, boring, coring, or drilling.
12. No electrical meters, panels, pedestals, or 110/120 volt electrical work.
13. All work to be performed in one move-in.
14. No survey, staking, engineering, or inspection fees.
15. No traffic control plans.
16. No message boards.
17. No permits, inspections, or engineering fees.
18. No backflow certification or testing.
19. 36" box tree to be supplied by City of Baldwin Park.
20. Utilities to be marked by Owner.
21. South portion between monument and curb to be left bare with no plantings or mulch.
22. Light fixture to be Alliance Brass UL100 in Brass. No other light fixture that matches existing could be found.
23. No maintenance.



Our Core Values – Safety • Teamwork • Quality • Integrity

MEMORANDUM



TO: Enrique Zaldivar, Chief Executive Officer
Sam Gutierrez, Public Works Director

FROM: Anthony Vazquez, Public Works Operations Manager

DATE: September 28th, 2022

SUBJECT: City Manager's Approval to Process Payment

Seeking approval to process payment to **APN Landscape Inc.** in the amount of \$11,500 and **Bravo Sign and Design Inc.** in the amount of \$16,500 for repairs made to the landscape and entry monument sign on Pacific Ave center median. Damages were caused by traffic collision that occurred on 6.12.2022. Vehicle drove onto median, knocking down tree, sheering off backflow, damaging irrigation, all plant materials, and damaging newly installed monument sign. The Department of Public Works has submitted documents to process subrogation to recoup costs incurred by traffic collision. All documents have been submitted to Risk Management and Adminsure. The total cost of the repair exceeds the Public Works Director's Signature approval limit and would require the CEO's Signatory limit.

We will be using account #403.10.160.54100.00000 to process payment. Once Risk management and Adminsure receive funds from subrogation, we will deposit check back into account.

Attachments:

- Cost Recovery Summary for Subrogation
- Direct Payment Requests for selected vendors

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

CARTER
Request for PO

Date: 11.3.2022 **Vendor:** Home Depot **P.O. #:** _____
Requisition #: _____ **Address:** P.O. Box 78047 **Vendor #:** _____
Date Required: _____ Phoenix, AZ 85062 **Order Date:** _____
Phone #: _____ **Fax #:** _____

One time

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Purchase order for material and supplies needed for Serenity Homes Project. Materials will be needed to build a deck and flooring for 16 housing units.			12,850.00
			Deck Material: Selected vendor was due to budget and availability. Home Depot had composite deck material in stock called out per design.			
			Vinyl Flooring: Vendor selected primarily due to available stock, color, and pricing. Home Depot had desired color, better price per square foot, and enough inventory to supply flooring for all home units.			
					Subtotal:	12,850.00
			* Nichols Lumber only had deck material.		Tax:	
			** Habitat for Humanity ReStore only had limited supply for vinyl flooring.		Shipping:	
					Total:	12,850.00

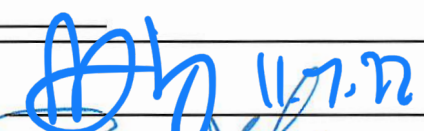
Please provide justification for purchase below:

Purchase requisition needed to purchase materials and supplies from selected vendor in order to build a deck and flooring for 16 housing units for Serenity Homes project. Home Depot is the only local sole source vendor able to supply both materials for deck and flooring.

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	Local Store front	See attachment
☐ Email	Lowe's	(626) 756-3000	Store	See attachment
☒ Internet	* Nichols Lumber	(626) 960-4802	Local Store front	See attachment
☒ Other (Please provide explanation):	** in-person: Vinyl flooring from Habitat for Humanity ReStore (Duarte)			

Name of employee who obtained / received quotes: Anthony Vazquez

Revised 6-27-2019	Division Head Approval: 
	Department Head Approval:  11/3/22 (\$10,001.00 - \$24,999.99 Requires CEO Approval)
	CEO Approval: _____ (Over \$24,999.99 Requires City Council Approval)

**Supplemental Information for Requisition for material and supplies for Deck and
Flooring _ Serenity Homes Project**

Vendors	Composite Decking	Vinyl Flooring
Home Depot	\$35.98 per board	\$1.99 sq. ft.
Lowes	\$41.56 per board (no availabilty)	\$2.19 sq. ft
Nichols Lumber	\$43.00 per board (no avilability)	Not available
Habitat for Humanity (ReStore)	Not Available	\$2.08 sq.ft.

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

ADA Construction
CO#1 (Amramp)
- Request for PO

Date: 11/02/22 **Vendor:** Independence Solutions Inc. DBA Amramp - Los Angeles **P.O. #:** _____
Requisition #: _____ **Address:** 1619 W. 134th St. **Vendor #:** _____
Date Required: 11/03/22 Gardena, CA 90249 **Order Date:** _____
Phone #: (310) 617-9884 **Fax #:** _____

One Time Purchase

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Tiny Homes - ADA Ramps for 13167 Garvey Ave.	270-50-520-58100-55023		3,654.68
			Payment will be processed upon delivery and acceptance of the items			
			Change Order per original quotes per PO#02724, scope of work remains, refined due to additional conditions presented during project site walk			
					Subtotal:	3,654.68
					Tax:	
					Shipping:	
					Total:	3,654.68

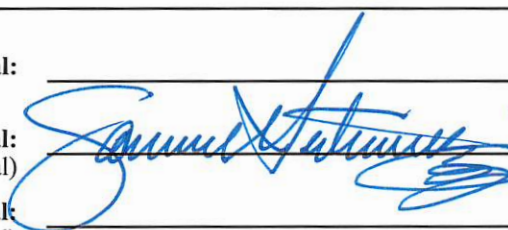
Please provide justification for purchase below:

Amramp provided the lowest quote and was able to meet the project's timeline

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	Amramp - Los Angeles	(310) 617-9884	Anthony Montes	\$12,938.53
☒ Email	Accessible Construction, Inc.	(310) 215-3332	Adam Fine	\$22,336.15
☐ Internet	Upside Innovations	www.upsideinnovations.com	Steven Butsch	Unable to meet Project Timeline
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes: Bernardo Navarrete

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)
	 11/3/22

Independence Solutions Inc., DBA Amramp - Los Angeles
 1619 W 134th St
 Gardena, CA 90249
 +1 3106179884
 anthony.montes@amramp.com
 www.amramp.com

Invoice

BILL TO
 Bernardo Navarrete
 City of Baldwin Park
 14403 E. Pacific Avenue
 Baldwin Park, CA 91706

SHIP TO
 Bernardo Navarrete
 City of Baldwin Park
 14403 E. Pacific Avenue
 Baldwin Park, CA 91706

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3392322BB2	09/30/2022	\$12,072.11	09/30/2022	Due on receipt	

SHIP DATE
 09/23/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Ramp System bundle	36" wide, 32' long ramp with Three 5 by 5 platforms and bottom transition plate, legs and handrails.	1	8,581.84	8,581.84
	Labor - Sales	Prep time, Travel time (2 installers)	1	460.00	460.00
	Labor - Sales	Installation (2 installers)	1.4816054	1,495.00	2,215.00

From Estimate #1079

SUBTOTAL	11,256.84
TAX	815.27
TOTAL	12,072.11
BALANCE DUE	\$12,072.11

Independence Solutions Inc., DBA Amramp - Los Angeles
 1619 W 134th St
 Gardena, CA 90249
 +1 3106179884
 anthony.montes@amramp.com
 www.amramp.com

Invoice

BILL TO

Bernardo Navarrete
 City of Baldwin Park
 14403 E. Pacific Avenue
 Baldwin Park, CA 91706

SHIP TO

Bernardo Navarrete
 City of Baldwin Park
 14403 E. Pacific Avenue
 Baldwin Park, CA 91706

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3392322BB	09/30/2022	\$3,654.68	09/30/2022	Due on receipt	

SHIP DATE

09/23/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Ramp System bundle	Provide and install TWO ramps that will include a 6' ramp section with a top and bottom transition plate, (ramps will be 36" wide and will total 8' in length).	1	2,553.64	2,553.64
	Labor - Sales	Warehouse Time	1	120.00	120.00
	Labor - Sales	Travel Time	1	278.44	278.44
	Labor - Sales	Installation Time	2	230.00	460.00

SUBTOTAL	3,412.08
TAX	242.60
TOTAL	3,654.68
BALANCE DUE	\$3,654.68

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

- Electrical services
ASI - Co#'s 1-3
Request for PO

Date: 07/14/22 **Vendor:** Automation Solutions Inc. **P.O. #:** _____
Requisition #: _____ **Address:** 5277 N. Vincent St., #45 **Vendor #:** _____
Date Required: 07/18/22 Irwindale, CA 91706 **Order Date:** _____
Phone #: (626) 812-4488 **Fax #:** _____

ANNUAL PURCHASE ORDER FY 2021-2022

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Tiny Homes - Electrical Services for 13167 Garvey Ave.			
			CO#1 - Additional Electrical Work for Multi-Purpose Room, Office and Storage Room	270-50-520-58100-55023		6,300.00
			CO#2 - Add'l Elec. Work - Landscape lighting, damaged conduits, power to new gate	270-50-520-58100-55023		3,504.37
			CO#3 - Elec. Work for new elec. outlet for TV placed	270-50-520-58100-55023		1,065.95
			Note: Work within scope per PO#02583, change orders due to added work			
			associated to the development of the site			
					Subtotal:	10,870.32
					Tax:	
					Shipping:	
					Total:	10,870.32

Please provide justification for purchase below:

Lowest quote for the Tiny Homes - Family Site Project.

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	Automation Solutions Inc.	(626) 812-4488	Sergio Venegas	\$ 40,511.35
☒ Email	Omega Electrical Inc	(626) 324-6442	omegaelectrical@gmail.com	\$ 134,400.00
☐ Internet	Inception Electric	(626) 766-2709	Non-Responsive	\$ -
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes: Anthony Vazquez

Division Head Approval: *[Signature]* 11.7.2022

Department Head Approval: *[Signature]* 11/3/22
(\$10,001.00 - \$24,999.99 Requires CEO Approval)

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

AUTOMATION SOLUTIONS INC.

5277 N. VINCENT STREET #45 IRVINDALE, CALIFORNIA 91706 PHONE 626.812.4488 FAX 626.812.7799 LICENSE #907504

CITY OF BALDWIN PARK
131535 GAREY AVE.
BALDWIN PARK, CA 91706
PH: 626-960-3993 EXT.518

SEPTEMBER 14, 2022

CONTACT: ANTHONY VAZQUEZ

QUOTE: 09014022

PROJECT#1: ADDITIONAL ELECTRICAL TINY HOMES 2.0

SCOPE OF WORK:

1. CLEAN UP EXISTING ELECTRICAL IN OFFICE.
2. ROUGH IN ONE CIRCUIT FOR LIGHTING AND TWO 120VAC, 20 AMP CIRCUITS TO POWER RECEPTACLES.
3. ONCE THE OFFICE IS FINISHED, ASI ELECTRICIANS WILL INSTALL RECESSED LIGHTS PROVIDED BY CUSTOMER.
4. ASI WILL SUPPLY DECORA RECEPTACLES, ONE LIGHT SWITCH, AND FACE PLATES.

TOTAL JOB COST: \$3,000.00

PROJECT#2: INSTALL ONE 100 AMP, 120/240 VAC SUB PANEL IN ROOM BEHIND THE METER MAIN PANEL.

SCOPE OF WORK:

1. INSTALL ONE TWO POLE 100 AMP BREAKER IN METER MAIN PANEL.
2. CITY OF BALDWIN PARK PERSONEL WILL TRENCH FROM THE METER MAIN TO THE ROOM BEHIND THE METER MAIN AND COVER UP WHEN WORK IS COMPLETED BY ASI.
3. ASI WILL INSTALL 1" CONDUIT FROM THE METER MAIN PANEL TO THE ROOM BEHIND THE METER MAIN PANEL.
4. PENETRATE THE WALL AND INSTALL A 100 AMP SUB PANEL INSIDE THE ROOM.
5. INSTALL TWO 120 VAC, 20 AMP CIRCUITS TO POWER AN ONE INDUSTRIAL REFRIGERATOR AND ONE FOOD WARMER.

TOTAL JOB COST: \$2,490.00 (PRICE IF CITY OF BALDWIN PARK TRENCHES AND BACKFILLS)

TOTAL JOB COST: \$3,300.00 (PRICE IF ASI TRENCHES AND BACK FILLS)

- Selected
Option

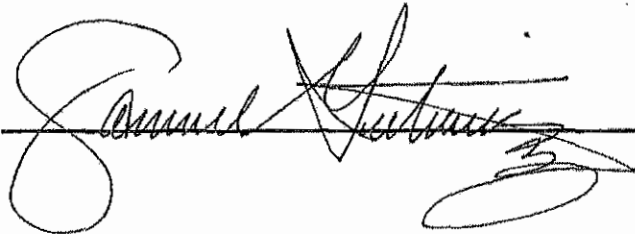
AUTOMATION SOLUTIONS INC.

5277 N. VINCENT STREET #45 IRVINDALE, CALIFORNIA 91706 PHONE 626.812.4488 FAX 626.812.7799 LICENSE #907504

NOTES:

- ANY PERMITTING FEES, IF NECESSARY, ARE THE RESPONSIBILITY OF THE CUSTOMER.
- ALL WORK WILL COMPLY WITH LOCAL BUILDING AND ELECTRICAL CODE REQUIREMENTS.
- CITY OF BALDWIN PARK CITY LICENSE #1002901

SUBMITTED BY: _____
SERGIO VENEGAS

ACCEPTED BY: _____


ASI

AUTOMATION SOLUTIONS, INC
5277 N. VINCENT STREET #45
IRWINDALE, CA 91706
PH 626.812.4488 FX 626.812.7799

Invoice

Date	Invoice #
9/25/2022	5457

Bill To
CITY OF BALDWIN PARK 14403 PACIFIC AVE. BALDWIN PARK, CA 91706 PH:626-960-3993 EXT.518

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	ADDITIONAL WORK TINY HOMES 2.0 PROJECT: INSTALL ONE 120VAC, 20 AMP, CIRCUIT TO POWER LANDSCAPE LIGHTING TRANSFORMER. REPAIR TWO 3/4" PVC CONDUITS DAMAGED DURING TRENCHING. INSTALL CONDUIT AND WIRE TO POWER A NEW GATE OPENER. RE-WIRE TWO TINY HOMES AFTER THEY WERE MOVED.	1,000.00	1,000.00
1	20 AMP SQUARE"D" BREAKER	125.00	125.00T
1	LANDSCAPE LIGHTING	950.00	950.00T
1	BOX SIX CANLESS LIGHTS	255.00	255.00T
3	500' THHN ROLLS OF WIRE	120.00	360.00T
3	LINE SET SHEET METAL COVERS	199.00	597.00T
	Sales Tax	9.50%	217.27
		Total	\$3,504.27

ASI

AUTOMATION SOLUTIONS, INC
5277 N. VINCENT STREET #45
IRWINDALE, CA 91706
PH 626.812.4488 FX 626.812.7799

Invoice

Date	Invoice #
10/6/2022	5472

Bill To
CITY OF BALDWIN PARK 14403 PACIFIC AVE. BALDWIN PARK, CA 91706 PH:626-960-3993 EXT.518

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
5	10-05-22, ELECTRICIAN I- TWO ELECTRICIANS TO INSTALL ONE 129 VAC CIRCUIT, ONE FLAT SCREEN TV KIT, AND ONE CAT 6 ETHERNET LINE FOR A NEW FLAT SCREEN TV AT TINY HOMES 2.0	92.50	462.50
5	ELECTRICIAN II	85.00	425.00
1	FLAT SCREEN TV KIT	29.98	29.98T
1	50FT CAT6	38.00	38.00T
1	50FT ROMEX	79.00	79.00T
1	20 AMP CIRCUIT BREAKER	15.99	15.99T
	Sales Tax	9.50%	15.48
		Total	\$1,065.95

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

Electrical Services
AS I (HVAC) - CO #1
Request for PO

Date: 11/02/22 **Vendor:** Automation Solutions Inc. **P.O. #:** _____
Requisition #: _____ **Address:** 5277 N. Vincent St., #45 **Vendor #:** _____
Date Required: 11/03/22 Irwindale, CA 91706 **Order Date:** _____
Phone #: (626) 812-4488 **Fax #:** _____

ANNUAL PURCHASE ORDER FY 2021-2022

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Tiny Homes - HVAC Services for 13167 Garvey Ave.			
			CO#1 - Additional AC Unit for Storage Room	270-50-520-58100-55023		3,666.25
			Note: Work within scope per PO#02660, change orders due to added work associated to the development of the site			
					Subtotal:	3,666.25
					Tax:	
					Shipping:	
					Total:	3,666.25

Please provide justification for purchase below:

Lowest quote for the Tiny Homes - Family Site Project.

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	Automation Solutions Inc.	(626) 812-4488	Sergio Venegas	\$ 7,032.50
☒ Email	Canyon City Cooling	(626) 216-9183	canyoncitycooling626@gmail.com	\$ 13,850.00
☐ Internet	Pomona Valley PTA Specialists	(909) 838-5566	Non-Responsive	\$ -
☐ Other (Please provide explanation): _____				

Name of employee who obtained / received quotes: Anthony Vazquez

Revised 6-27-2019	Division Head Approval: <u>AW 11.7.2022</u>
	Department Head Approval: <u>[Signature] 11/3/22</u> (\$10,001.00 - \$24,999.99 Requires CEO Approval)
	CEO Approval: _____ (Over \$24,999.99 Requires City Council Approval)

ASI

Invoice

AUTOMATION SOLUTIONS, INC
 5277 N. VINCENT STREET #45
 IRWINDALE, CA 91706
 PH 626.812.4488 FX 626.812.7799

Date	Invoice #
9/22/2022	5458

Bill To
CITY OF BALDWIN PARK 14403 PACIFIC AVE. BALDWIN PARK, CA 91706 PH:626-960-3993 EXT.518

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	09-22-22, LABOR COST TO INSTALL ONE ADDITIONAL MINI SPLIT FOR TINY HOMES 2.0 PROJECT.	1,750.00	1,750.00
1	MATERIAL COST TO INSTALL AN ADDITIONAL MINI SPLIT HEAT PUMP FOR TINY HOMES 2.0 PROJECT	1,750.00	1,750.00T
	Sales Tax	9.50%	166.25
		Total	\$3,666.25



5277 N.Vincent St. #45, Irwindale, CA 91706
Ph: 626.812.4488 www.svenegas@asi-technician.com

C-10 # 907604

CHANGE ORDER FOR EXTRA WORK

Contract Name ▶ Tiny Home Village II, Garvey Ave. Baldwin Park, CA

1 Prepared By ▶ Sergio Venegas

Date ▶ 9/21/2022

Description of Work Scope ▶ 2 TON MINI SPLIT

Specialty Equipment (if applicable)				Labor			
Description	Hours	Rate	Total	Laborer	Hours	Rate	Total
INSTALL ONE 2 TON MINISPLIT HEAT PUMP IN TINY HOME 2.0			0.00	Shop Labor	OT	\$127.50	\$0.00
			0.00		Reg	\$85.00	
			0.00	Journeyman Electrician (Foreman)	OT	\$187.50	\$1,000.00
			0.00		Reg	8	\$125.00
			0.00	Apprentice Electrician	OT	\$140.63	\$750.00
			0.00		Reg	8	\$93.75
			0.00	Engineer:	OT	\$187.50	\$0.00
			0.00		Reg	\$125.00	
SUBTOTAL ▶			\$0.00	CAD Drafter:	OT	\$142.50	\$0.00
Work Performed by Specialists (SubContractor)					Reg	\$95.00	
Description	Hours/Units	Rate	Total	Service Technician	OT	\$180.00	\$0.00
			\$0.00		REG	\$125.00	
			\$0.00	SUBTOTAL ▶			\$1,750.00
			\$0.00	Total Costs			
SUBTOTAL ▶			\$0.00	Total Cost of Labor ▶			\$1,750.00
Materials by Contractor (includes Freight and Sales Tax)				Total Cost of Equipment ▶			\$0.00
Description	Units	Rate	Total	Total Cost of work by Subcontractor ▶			\$0.00
2 TON HEAT PUMP MINI SPLIT UNIT	1	\$0.00	\$1,750.00	Total Cost of Material ▶			\$1,750.00
			\$0.00	Total Travel ▶			\$0.00
			\$0.00	Markup			
			\$0.00	Labor ▶	0%	\$0.00	
			\$0.00	Equipment ▶	10%	\$0.00	
			\$0.00	SubContractor ▶	10%	\$0.00	
			\$0.00	Materials ▶	10%	\$0.00	
			\$0.00	Travel ▶	10%	\$0.00	
			\$0.00				
			\$0.00				
SUBTOTAL ▶			\$1,750.00	Total Cost + Markup			
Travel				Total Labor ▶			\$1,750.00
Description	Miles	Cost/Mile	Total	Total Equipment ▶			\$0.00
			\$0.00	Total Work by Subcontractor ▶			\$0.00
			\$0.00	Total Material ▶			\$1,750.00
SUBTOTAL ▶			\$0.00	Total Travel ▶			\$0.00
Approvals				9.5% Sales Tax ▶			\$166.25
Automation Solutions, Inc. Representative Sergio Venegas	Date	9/22/2022	Signature	TIME EXTENSION REQUIREMENT (DAYS)			
General Contractor Representative				APPROVED FOR PAYMENT ▶			
Project Owner Representative				ACCEPTED FOR RECEIPT ONLY ▶			
						TOTAL CHANGE AMOUNT	
						\$3,666.25	

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

Site Preparation
Brightview CO# 1-3
Request for PO

Date: 11/02/22 **Vendor:** Brightview Painting **P.O. #:** _____
Requisition #: _____ **Address:** 1323 W. Covina Parkway, Suite A **Vendor #:** _____
Date Required: 11/03/22 West Covina, CA 91790 **Order Date:** _____
Phone #: (310) 617-9884 **Fax #:** _____

One Time Purchase

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Tiny Homes - Building Painting Services for 13167 Garvey Ave.			
			Payment will be processed upon delivery and acceptance of the items			
			CO#1 - Paint building eaves to match dark color	270-50-520-58100-55023		450.00
			CO#2 - Interior paint at various locations	270-50-520-58100-55023		1,200.00
			CO#3 - Paint all Tiny Home's base-boards	270-50-520-58100-55023		1,800.00
			Note: Work within scope per PO# 02716, change orders due to added work associated to the development of the site			
					Subtotal:	3,450.00
					Tax:	
					Shipping:	
					Total:	3,450.00

Please provide justification for purchase below:

Brightview Painting provided the lowest quote and is able to meet the project's stringent timeline.

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	Brightview Painting	(626) 502-4798	Edgar Morales	\$6,850.00
☒ Email	ESR Quality Painting	(626) 715-1424	esrqualitypainting@yahoo.com	\$9,000.00
☐ Internet	Ramos Painting	rpaintingservices.com	Oscar Ramos	Non-Responsive
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes: Anthony Vazquez

Revised 6-27-2019	Division Head Approval: <u>[Signature] 11-7-2022</u>
	Department Head Approval: <u>[Signature] 11/3/22</u> (\$10,001.00 - \$24,999.99 Requires CEO Approval)
	CEO Approval: _____ (Over \$24,999.99 Requires City Council Approval)



California Home/Commercial Improvement Contract - Change Order Form

Contractor Name: License Number:

Address: City: State: ZIP:

Name of Salesperson: Registration Number:

Client: and Contractor agree that the contract dated:
is incorporated by reference in its entirety into this California Home/Commercial Improvement Change Order and is changed as described below. Description of the change and description of the significant materials to be used and equipment to be installed under this change.

- **Paint all block 2" x 8" wood eaves to match the dark (black color)- \$450**

Initial Contract Price:	\$6,850.00
Down Payment: (-)	- \$0.00
Change of order: (+/-)	+ \$450.00
New Balance:	= \$7,300.00

This change adds the following amount to the Contract Price:

This change reduces the Contract Price by the following amount:

Finance charge (if any) that results from this change:

Effect this order will have on the Schedule of Progress Payments:

Payments due under this agreement are hereby adjusted to reflect this change in the Contract Price.

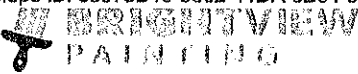
Payment for this change shall become due on:

Completion date of work under this agreement, including this Change Order, is adjusted to:

Note about Extra Work and Change Orders Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Client Signature _____ Date: _____

Contractor's Signature _____ Date: _____



California Home/Commercial Improvement Contract - Change Order Form

Contractor Name: Edgar Morales License Number: 1022222

Address: 1323 W Covina Parkway Suite A City: West Covina State: CA ZIP: 91790

Name of Salesperson: Edgar M. Registration Number: N/A

Client: Anthony Vasquez- City of Baldwin Park and Contractor agree that the contract dated: 09/07/2022

Is incorporated by reference in its entirety into this California Home/Commercial Improvement Change Order and is changed as described below. Description of the change and description of the significant materials to be used and equipment to be installed under this change.

- **Paint Exterior Baseboards**
- **Paint Garage door and Entry door**
- **Stucco-Patch touch-ups**

Initial Contract Price:	\$7,300.00
Down Payment: (-)	- \$0.00
Change of order: (+/-)	+ \$1,800.00
New Balance:	= \$9,100.00

This change adds the following amount to the Contract Price: \$1,800.00

This change reduces the Contract Price by the following amount: N/A

Finance charge (if any) that results from this change: N/A

Effect this order will have on the Schedule of Progress Payments: N/A

Payments due under this agreement are hereby adjusted to reflect this change in the Contract Price.

Payment for this change shall become due on: Project is completed

Completion date of work under this agreement, including this Change Order, is adjusted to: When project is completed

Note about Extra Work and Change Orders Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Client Signature

DocuSigned by:

79FD246DE060460...

Date:

9/21/2022

Contractor's Signature

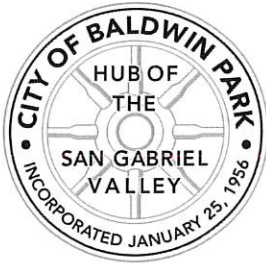
DocuSigned by:

Edgar Morales

8418E397CF1E490...

Date:

9/21/2022



PUBLIC WORKS DEPARTMENT
Engineering Division
CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER NO. 1

TO: CONVERGEONE, INC.

You are hereby directed to make the following changes from the plans and specifications or to do the following described work not included in the plans and specifications for this contract.

Change requested by: XX Engineer Contractor

NOTE: This Change Order is not effective until approved by the City Engineer.

Description This Change Order includes two additional camera to supplement security system

CCO # 1	Description	Est. Qty.	Unit Price	Total
1	(2) additional cameras and installation for Security System	1	\$6,416.25	\$6,416.25
TOTAL				\$6,416.25

Estimated Cost: \$6,416.25 Decrease Increase X

Percentage (%) Change: This Change Order is 29.38%. All Change Orders are 29.38%

By reason of this Change, the time of completion will be adjusted as follows: 3 days.

Submitted by Bernardo Navarrete Bernardo Navarrete Date 9-8-2022
Engineering Assistant

Approved by Sam Gutierrez Sam Gutierrez Date 9-9-2022
Director of Public Works

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

Accepted ConvergeOne, Inc Contractor Date 9-8-2022

By Steve Nguyen Steve Nguyen Title Sr. Project Manager

NOTE: If you, the Contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

RECEIVED

SEP 26 2022

FINANCE

CCTV Installation (2 Additional Cameras)								
City of Baldwin Park - Housing Authority (13167 Garvey Ave, Baldwin Park)								
Descriptions	MFTR.	Part Number	Unit	QTY	Unit Cost	Ext. Material	Ext. Labor	Sub-Total
Verkada Equipment Sites= 1								
Pole Mount, 2nd Generation	Verkada	ACC-MNT-9	EA	2	\$174.30	\$348.60	\$160.00	\$541.72
CB51-E Outdoor Bullet Camera, 60 Days	Verkada	CB51-60E-HW	EA	2	\$1,259.30	\$2,518.60	\$320.00	\$3,077.87
3 Year Camera License	Verkada	LIC-3Y	EA	2	\$384.30	\$768.60	\$0.00	\$841.62
Single Cat 6 RJ45 Jack - Closet	Commscope	UNJ600-BL	EA	2	\$6.50	\$13.00	\$24.00	\$38.24
Cat 6 Data Patch Cable - 3'	Commscope	CPC3312-03F003	EA	2	\$6.00	\$12.00	\$8.00	\$21.14
Cat 6 CMR Data Cable	Commscope	UN884017214/10	FT	500	\$0.25	\$125.00	\$320.00	\$456.88
Velcro	Generic	Misc.	EA	1	\$25.00	\$25.00	\$0.00	\$27.38
Pull String	Generic	Misc.	EA	1	\$35.00	\$35.00	\$0.00	\$38.33
System Labeling, Testing & Certification	C1	Services	EA	2	\$0.50	\$1.00	\$32.00	\$33.10
End-User Site Training	C1	Services	EA	1	\$0.00	\$0.00	\$210.00	\$210.00
Camera configuration	C1	Services	EA	1	\$0.00	\$0.00	\$420.00	\$420.00
CAD Drawing & Asbuilt Drawing	C1	Services	EA	1	\$0.00	\$0.00	\$210.00	\$210.00
Project Management	C1	Services	EA	1	\$0.00	\$0.00	\$420.00	\$420.00
Material Sub-Total								\$3,846.80
Sales Tax								\$365.45
Shipping & Handling								\$80.00
Labor Sub-Total								\$2,124.00
Grand-Total								\$6,416.25



California Home/Commercial Improvement Contract - Change Order Form

Contractor Name: Edgar Morales License Number: 1022222

Address: 1323 W Covina Parkway Suite A City: West Covina State: CA ZIP: 91790

Name of Salesperson: Edgar M. Registration Number: N/A

Client: Anthony Vasquez- City of Baldwin Park and Contractor agree that the contract dated: 09/07/2022

is incorporated by reference in its entirety into this California Home/Commercial Improvement Change Order and is changed as described below. Description of the change and description of the significant materials to be used and equipment to be installed under this change.

- **Paint office space**
- **Paint one complete wall in garage**
- **Materials**

Initial Contract Price:	\$9,100.00
Down Payment: (-)	- \$0.00
Change of order: (+/-)	+ \$1,200.00
New Balance:	= \$10,300.00

This change adds the following amount to the Contract Price: \$1,200

This change reduces the Contract Price by the following amount: N/A

Finance charge (if any) that results from this change: N/A

Effect this order will have on the Schedule of Progress Payments: N/A

Payments due under this agreement are hereby adjusted to reflect this change in the Contract Price.

Payment for this change shall become due on: Project is completed

Completion date of work under this agreement, including this Change Order, is adjusted to: When project is completed

Note about Extra Work and Change Orders Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Client Signature Anthony Vasquez Date: 10/5/2022
DocuSigned by: 7DFD21CDEB0C0480...

Contractor's Signature Edgar Morales Date: 10/11/2022
DocuSigned by: B449E397CF1E480...

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

Fencing Services
Greg Ruvalo - CO #1-2

Request for PO

Date: 11/02/22 Vendor: Greg Ruvalo P.O. #: _____
 Requisition #: _____ Address: 15021 Lashburn St. Vendor #: _____
 Date Required: 11/03/22 Whittier, CA 90604 Order Date: _____
 Phone #: (562) 824-7725 Fax #: _____

ANNUAL PURCHASE ORDER FY 2021-2022

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Tiny Homes - Fencing Services for 13167 Garvey Ave.			
			Payment will be processed upon delivery and acceptance of the items			
			CO#1 - Trash Enclosure	270-50-520-58100-55023		5,980.00
			CO#2 - Demolition of front wrought-iron fence and installation of decorative fence	270-50-520-58100-55023		7,560.00
			Note: Work within scope per PO#02636, change order due to added work associated to the development of the site			
					Subtotal:	13,540.00
					Tax:	
					Shipping:	
					Total:	13,540.00

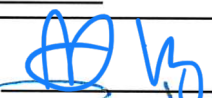
Please provide justification for purchase below:

Quote was aligned with vendor's cost of \$23,200, prior experience with Greg Ruvalo on the Esperanza Villa project and work can be completed within project's aggressive timeline.

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	Ram Construction and Fencing LLC	(626) 494-3289	Andres Ruesga	\$ 23,200.00
☒ Email	Greg Ruvalo	(562) 824-7725	Greg Ruvalo	\$ 23,200.00
☐ Internet	LA Fence Craft	(626) 263-1502	Non-Responsive	Non-Responsive
☐ Other (Please provide explanation): _____				

Name of employee who obtained / received quotes: Anthony Vazquez

Division Head Approval:  11.7.2022

Department Head Approval:  11/3/22
 (\$10,001.00 - \$24,999.99 Requires CEO Approval)

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

Greg Ruvolo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Invoice

Invoice No: 976
Date: 09/18/2022
Terms: NET 0
Due Date: 09/18/2022

Bill To: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: TINY HOMES 2.0

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
fabricate trash enclosure approx 8'x14' heavy duty 9 gauge 6' chain link with 99% privacy slats	1	\$4,200.00	\$4,200.00
fabricate (2) 4'x 6' heavy duty 9 gauge chain link gates with 98% black privacy slats includes drop post and locking mechanism with keys	2	\$890.00	\$1,780.00
Subtotal			\$5,980.00
Shipping			\$0.00
Total			\$5,980.00
PAID			\$0.00
Balance Due			\$5,980.00

Notes

We are not responsible to damage to real property or personal injury caused by any act of nature I.E. wind, flood, lightning etc.

PLEASE REMOVE ALL BANNERS DURING WINDY CONDITIONS!

Greg Ruvolo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Invoice

Invoice No: 975
Date: 09/18/2022
Terms: NET 0
Due Date: 09/18/2022

Bill To: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: TINY HOMES 2.0

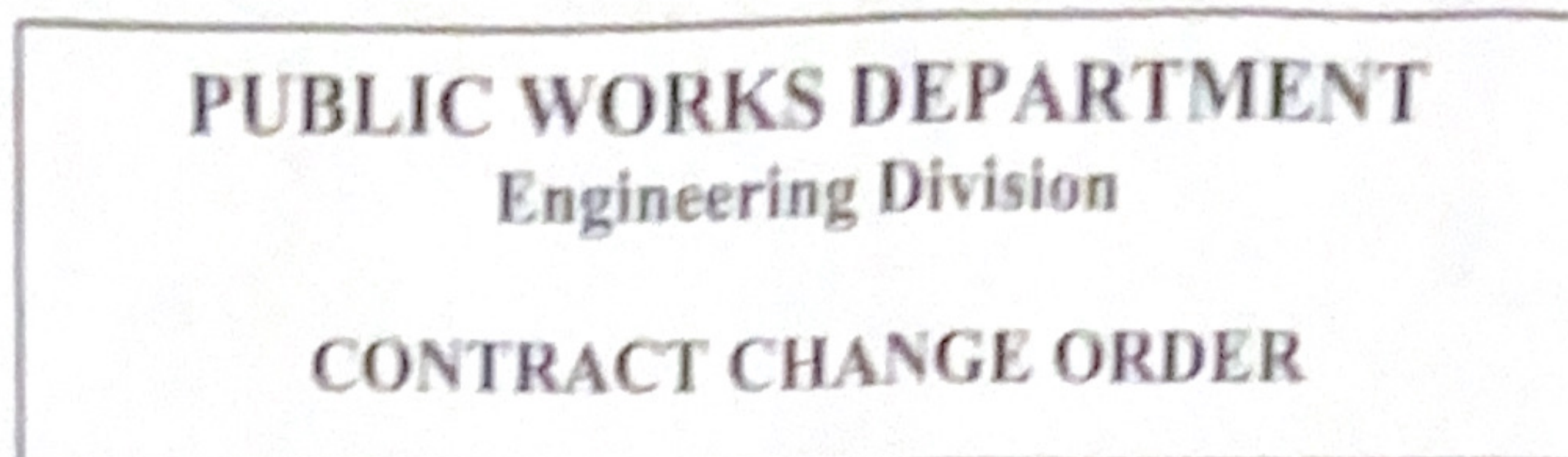
Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
Demo front wrought iron fence, smooth out old square stock holes and fill in with concrete Fabricate (5) new posts weld on mounting plates And C channel to to post for wood slats red head posts to existing concrete footing, attach (6) pieces of expanded metal to attach Decor panels, Install customer supplied wood in a wave pattern	1	\$7,560.00	\$7,560.00
Subtotal			\$7,560.00
Shipping			\$0.00
Total			\$7,560.00
PAID			\$0.00
Balance Due			\$7,560.00

Notes

We are not responsible to damage to real property or personal injury caused by any act of nature I.E. wind, flood, lightning etc.

PLEASE REMOVE ALL BANNERS DURING WINDY CONDITIONS!



invoice



Ram Construction and
Fencing LLC.

DATE

8/2/22

INVOICE #33

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

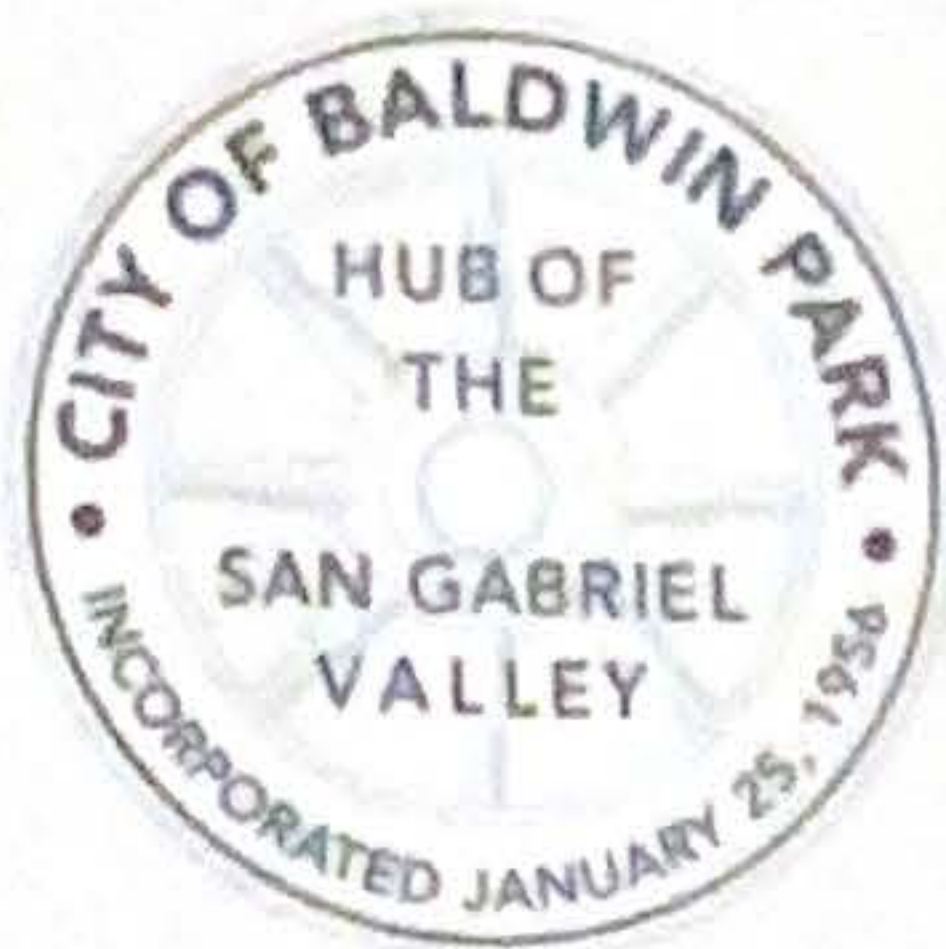
CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK - CONCRECT

- SET AND POURED CONCRECT 22 PC'S OF 4" WIDE X 6" HIGH GALV SADDLES
- POURED CONCRECT ON 22 PC'S OF SAUNA TUBES FOR A TOTAL OF 3 YARDS

TOTAL DUE- \$2,400

BEST
ANDRES RUESGA



PUBLIC WORKS DEPARTMENT
Engineering Division

CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER NO'S. 2-5

TO: RAM CONSTRUCTION AND FENCING LLC

You are hereby directed to make the following changes from the plans and specifications or to do the following described work not included in the plans and specifications for this contract.

Change requested by: XX Engineer _____ Contractor

NOTE: These Change Orders are not effective until approved by the City Engineer.

C.O. #2 for adding joist to decking

C.O. #3 for purchasing and installing two entry doors

C.O. #4 for beam installation inside Garage

C.O. #5 for garage wall bracing

CCO #	Description	Est. Qty.	Unit Price	Total
2	Added Joists to Decking	1	\$1,600.00	\$1,600.00
3	Purchase Entry Doors	2	\$700.00	\$1,400.00
3	Install Entry Doors	1	\$3,150.00	\$3,150.00
4	Install Beam inside Garage	1	\$3,150.00	\$3,150.00
5	Garage Wall Bracing	1	\$2,900.00	\$2,900.00
TOTAL				\$12,200.00

Estimated Cost: \$ 12,200.00 Decrease \$ _____ Increase \$12,200.00

Percentage (%) Change: This Change Order 59.51%. All Change Orders are 71.22%.

By reason of this Change, the time of completion will be adjusted as follows: 14 days.

Submitted by

9.1.22

Approved by

Sam Gutierrez

Date

7/6/22

Director of Public Works

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

Accepted Ram Construction and Fencing LLC Contractor Date 09-01-22

By

Andres Ruesga

Title Project Manager

NOTE: If you, the Contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

ESTIMATE



Ram Construction and
Fencing LLC.

DATE

8/18/22

ESTIMATE

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK - ADDING JOIST TO DECKING

-ADD 2"X6" JOIST TO EXSITNG WOOD DECK IN BETWEEN THE 24" OPENING FOR EXTRA
NEDDED SUPPORT FOR TREX DECKING

-NEW JOIST WILL BE SET @ EVERY 12" CENTER

-A APPROX OFF 2-3 DAYS OF LABOR - APPROX 48 hours

-2" X 6" JOIST WILL BE NAILED AND SECURED

TOTAL \$1,600

BEST

invoice



Ram Construction and
Fencing LLC.

DATE

8/31/22

Invoice #43

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

PURCHASE ORDER BILL

-PURCHASE OF 2 ENTRY DOORS

-DOORS WERE PICK UP AND DELIVERED TO JOB SITE

-PRICE PER DOOR \$700

-2 DOORS PURCHASED AND DELIVERED

-TOTAL \$1,400

SCOPE OF WORK- DOOR INSTALLATION

-THE FOLLOWING WORK WILL BE PERFORMED

-INSTALLATION OF 2 DOORS

-ONE WALL WILL BE CUT TO NEW DOOR SIZE AND INSTALL

-WALL WILL BE PATCHED AND FINISHED AFTER DOOR INSTALLATION

-SECOND DOOR WILL BE REMOVED AND REPLACED

NOTE-PRICE INCLUDED MATERIALS AND LABOR

TOTAL \$4,550

BEST
ANDRES RUESGA

INVOICE



Ram Construction and
Fencing LLC

DATE

9/1/22

INVOICE #44

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK -BEAM INSTALLATION INSIDE GARAGE

-THE FOLLOWING WORK WILL BE PERFORMED

-A HEADER BEAM WILL BE INSTALLED INSIDE EXISTING GARAGE

-APPROX 20' LF ACROSS THE GARAGE DOOR FOR NEEDED SUPPORT

-HEADER BEAM SPECS REQ 4"X8" DOUGLAS

-NOTE- PRICE INCLUDES MATERIALS AND LABOR

TOTAL \$3,150

INVOICE



Ram Construction and
Fencing LLC.

DATE

9/1/22

INVOICE #45

Phone (626) 494-3289

Ramfenceil@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK -GARAGE WALL BRACING

-THE FOLLOWING WORK WILL BE PERFORMED

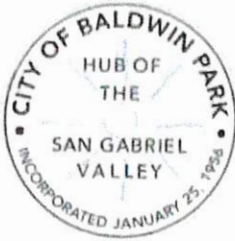
-CUT EXISTING DRY WALL AND BRACE EXSITNG DAMAGE WALL

-WALL WILL BE ACHORED AND SECURED

-AFTER RE BRACING WALL WE WILL RE PACTH AND FINISH DRY WALL TO A SMOOTH
FINISH

-NOTE- PRICE WILL INCLUDE MATERIALS AND LABOR

TOTAL \$2,900



PUBLIC WORKS DEPARTMENT
Engineering Division
CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER NO'S. 6-7

TO: RAM CONSTRUCTION AND FENCING LLC

You are hereby directed to make the following changes from the plans and specifications or to do the following described work not included in the plans and specifications for this contract.

Change requested by: XX Engineer _____ Contractor

NOTE: These Change Orders are not effective until approved by the City Engineer.

C.O. #6 Concrete for ADA Accessible Ramps

C.O. #7 Demolition of Exterior and Interior add-ons to existing building

CCO #	Description	Est. Qty.	Unit Price	Total
6	ADA Concrete Work	1	\$12,924.00	\$12,924.00
7	Demolition Building Add-Ons	1	\$11,070.00	\$11,070.00
TOTAL				\$23,994.00

Estimated Cost: \$ 23,994.00 Decrease \$ _____ Increase \$23,994.00

Percentage (%) Change: This Change Order 117.04%. All Change Orders are 188.26%.

By reason of this Change, the time of completion will be adjusted as follows: 14 days.

Submitted by [Signature] Anthony Vazquez Date 9.15.2022
Project Manager

Approved by [Signature] Sam Gutierrez Date 9/15/2022
Director of Public Works

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

Accepted Ram Construction and Fencing LLC Contractor Date 9/15/22

By [Signature] Andres Ruesga Title Project Manager

NOTE: If you, the Contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

INVOICE



Ram Construction and
Fencing LLC.

DATE

9/6/22

INVOICE #48

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

PAHSE 1-SCOPE OF WORK-CONCRECT -ADA

THE FOLLOWING 5 ACCESS AREAS WILL BE GETTING POURED WITH NEW CONCRECT FOR ADA ACCESS

3 ENTRANCE'S APPROX 5' WIDE X 30' LF

1 AREA APPROX 7'X7' SQ PAD

1 AREA APPROX 5' X 20' SQ PAD

WILL BE PROVIDING ALL FINISH WORK

10 YARDS OF CONCRECT POURED AND FINISHED

1 CONCRECT PUMP WITH 50' LF OF CONCRECT HOSE

TOTAL \$12,924

NOTE-ALL PRICES ARE APROOX BASED ON INFORMATION PROVIDED BY COSTUMER

BEST

INVOICE



Ram Construction and
Fencing LLC.

DATE

9/6/22

INVOICE #49

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK -DEMO PHASE 1-EXTERIOR DEMO

-THE FOLLOWING BACK STORAGE ROOM/ LAUNDRY ROOM WILL BE DEMOED

-LAUNDRY ROOM AND STORAGE ROOM

-ROOF AND WALLS WOULD ALL BE DEMOED AND THROWN AWAY IN CONTAINER
PROVIDED BY CITY

SCOPE OF WORK-DEMO PHASE 2-INTERIOR DEMO

-THE FOLLOWING CABINETS-WALLS-CLOSET-FLOOR WILL BE ALL DEMOED AND THROWN
AWAY IN CONTAINER PROVIDED BY CITY

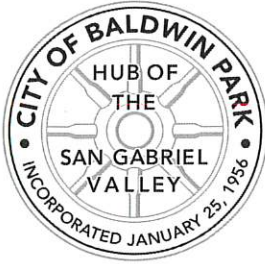
-BASICALLY COMPLETELY LEAVE INTERIOR ROOM BACK TO JUST A STORAGE ROOM

-WITH ADDING TILE AND FINISH WORK PLUG/CAP GAS LINES AND WATER ETC.

TOTAL \$11,070

-NOTE- PRICE INCLUDED DEMO AND THROWN AWAY IN CONTAINER PROVIDED BY CITY.

BEST
ANDRES RUESGA



PUBLIC WORKS DEPARTMENT
Engineering Division
CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER NO. 8

TO: RAM CONSTRUCTION AND FENCING LLC

You are hereby directed to make the following changes from the plans and specifications or to do the following described work not included in the plans and specifications for this contract.

Change requested by: XX Engineer _____ Contractor

NOTE: These Change Orders are not effective until approved by the City Engineer.

C.O. #8 Installation of Sliding Door

CCO #	Description	Est. Qty.	Unit Price	Total
8	Sliding Door	1	\$3,500.00	\$3,500.00
TOTAL				\$3,500.00

Estimated Cost: \$ 3,500.00 Decrease \$ _____ Increase \$3,500.00

Percentage (%) Change: This Change Order 17.07%. All Change Orders are 205.33%.

By reason of this Change, the time of completion will be adjusted as follows: 14 days.

Submitted by [Signature] Anthony Vazquez Date 9.21.22
Project Manager

Approved by [Signature] Sam Gutierrez Date 9/22/22
Director of Public Works

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

Accepted Ram Construction and Fencing LLC Contractor Date 9/21/22

By [Signature] Andres Ruesga Title Project Manager

NOTE: If you, the Contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

invoice



Ram Construction and
Fencing LLC.

DATE

9/12/22

Invoice #50

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK - SLIDDING DOORS

-INSTALLATION OF 1 SLIDDING DOORS

-ONE SLIDDING DOOR WILL BE INSTALLED INSIDE STORAGE ROOM TO EXISTING
GARAGE

-NOTE- PRICE INCLUDED DEMO AND THROWN AWAY IN CONTAINER PROVIDED BY CITY

TOTAL \$3,500

BEST
ANDRES RUESGA

**CITY OF BALDWIN PARK
PURCHASE REQUISITION**

Date: 11.3.2022 **Vendor:** Ram Construction and Fencing **P.O. #:** _____
Requisition #: _____ **Address:** 49460 Anniston Ave **Vendor #:** _____
Date Required: _____ Baldwin Park, Ca 91706 **Order Date:** _____
Phone #: 626-494-3289 **Fax #:** _____

ANNUAL PURCHASE ORDER FY 2021/2022

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Purchase requisition for ADA concrete work at Serenity Homes Project. Selected vendor			12,250.00
			will need to make various locations within project site ADA compliant. They will remove			
			and replace existing concrete walkways.			
			Quotes are based on initial concrete work details provided to potential bidding contractors.			
			PW Staff met with three (3) vendors on three different dates for a job walk. Quotes were			
			based off two walkways measuring 4' x 30'.			
			* Two (2) vendors were non-responsive. In order to meet deadlines, PW was not able to			
			reach out to a fourth vendor.		Subtotal:	12,250.00
					Tax:	
			* Contingency funds are being requested for potential added concrete work to be performed		Shipping:	
			by selected vendor, Rams Construction.		Total:	12,250.00

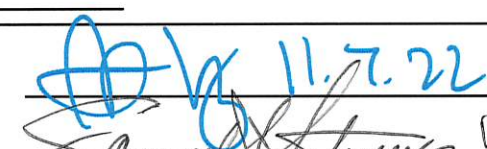
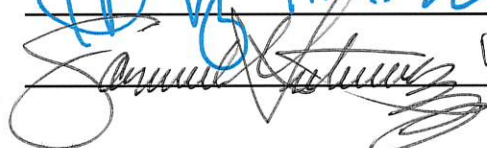
Please provide justification for purchase below:

Purchase requisition needed for ADA concrete work to ensure walking paths within Serenity Homes project was ADA compliant. Concrete work to be completed in phases.

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	Ram Construction and Fencing	626-494-3289	Andy Russga	only responsive quote
☐ Email	Canales Construction	(626) 221-8184	Gabriel	Non-responsive
☐ Internet	Greg Ruvalo	(562) 824-7725	Greg	Turned down job
☒ Other (Please provide explanation):	<u>Job walk conducted on 7.6.2022 and 7.7.2022</u>			

Name of employee who obtained / received quotes: Anthony Vazquez/ Fernando Rubio

Revised 6-27-2019	Division Head Approval:	 11.7.22
	Department Head Approval: (\$10,001.00 - \$24,999.99 Requires CEO Approval)	 11/8/22
	CEO Approval: (Over \$24,999.99 Requires City Council Approval)	

invoice



Ram Construction and
Fencing LLC.

DATE

9/26/22

Invoice #52

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK- CHANGE ORDERS CONCRETE POUR

-APPROX 7 YARDS OF CONCRETE WAS POURED AND FINISH AND COMPLIANCE WITH
ADA STANDARDS

-CONTRACTOR PROVIDED FORMING -CONCRETE TRUCK- PLUS FINISH WORK

-NOTE PRICE INCLUDES MATERIALS AND LABOR

TOTAL \$ 4,500

SCOPE OF WORK- HAND RAILS

-45' LF OF HANDRAILS FOR ADA RAMPS

-HANDRAILS CUSTOMER FABRICATED TO EACH RAMP AND INSTALLED

-HANDRAILS SAND BLASTED AND POWDER COATING FINISH

NOTE PRICE INCLUDED MATERIALS AND LABOR-INSTALLATION

TOTAL \$7,750

BEST
ANDRES RUESGA

Independence Solutions Inc., DBA Amramp - Los Angeles
 1619 W 134th St
 Gardena, CA 90249
 +1 3106179884
 anthony.montes@amramp.com
 www.amramp.com

Invoice

BILL TO
Bernardo Navarrete City of Baldwin Park 14403 E. Pacific Avenue Baldwin Park, CA 91706

SHIP TO
Bernardo Navarrete City of Baldwin Park 14403 E. Pacific Avenue Baldwin Park, CA 91706

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3392322BB2	09/30/2022	\$12,072.11	09/30/2022	Due on receipt	

SHIP DATE
09/23/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Ramp System bundle	36" wide, 32' long ramp with Three 5 by 5 platforms and bottom transition plate, legs and handrails.	1	8,581.84	8,581.84
	Labor - Sales	Prep time, Travel time (2 installers)	1	460.00	460.00
	Labor - Sales	Installation (2 installers)	1.4816054	1,495.00	2,215.00

From Estimate #1079

SUBTOTAL	11,256.84
TAX	815.27
TOTAL	12,072.11
BALANCE DUE	\$12,072.11

Independence Solutions Inc., DBA Amramp - Los Angeles
1619 W 134th St
Gardena, CA 90249
+1 3106179884
anthony.montes@amramp.com
www.amramp.com

Invoice

BILL TO

Bernardo Navarrete
City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706

SHIP TO

Bernardo Navarrete
City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3392322BB	09/30/2022	\$3,654.68	09/30/2022	Due on receipt	

SHIP DATE

09/23/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Ramp System bundle	Provide and install TWO ramps that will include a 6' ramp section with a top and bottom transition plate, (ramps will be 36" wide and will total 8' in length).	1	2,553.64	2,553.64
	Labor - Sales	Warehouse Time	1	120.00	120.00
	Labor - Sales	Travel Time	1	278.44	278.44
	Labor - Sales	Installation Time	2	230.00	460.00

SUBTOTAL	3,412.08
TAX	242.60
TOTAL	3,654.68
BALANCE DUE	\$3,654.68

INVOICE



Ram Construction and
Fencing LLC.

DATE

9/6/22

INVOICE #48

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

PAHSE 1-SCOPE OF WORK-CONCRECT -ADA

THE FOLLOWING 5 ACCESS AREAS WILL BE GETTING POURED WITH NEW CONCRECT FOR ADA ACCESS

3 ENTRANCE'S APPROX 5' WIDE X 30' LF

1 AREA APPROX 7'X7' SQ PAD

1 AREA APPROX 5' X 20' SQ PAD

WILL BE PROVIDING ALL FINISH WORK

10 YARDS OF CONCRECT POURED AND FINISHED

1 CONCRECT PUMP WITH 50' LF OF CONCRECT HOSE

TOTAL \$12,924

NOTE-ALL PRICES ARE APROOX BASED ON INFORMATION PROVIDED BY COSTUMER

BEST



Superior Pavement Markings, Inc.
5312 Cypress St
Cypress, Ca 90630
Phone 714.995.9100
Fax 714.995.9400
darren@superiorpavementmarkings.com

License# 776306 Exp 8/31/23
Union Local 1184
DIR # 1000001476 Exp 6/30/23

Itemized Invoice #15980

Customer:		Contact:	Job Site
City of Baldwin Park 13135 East Garvey Ave Baldwin Park, Ca 91706		Anthony Vazquez Office 626-960-3993 Fax 626-337-1753 AVazquez@baldwinpark.com	Tiny Home Project 2.0 Baldwin Park

#	Description	Contract Price	Contract Qty	Qty previous Invoiced	Qty this Invoice	Amount this Invoice	Total Qty to Date	Total Amount to Date
Paint Pavement Design Per Sheet A-1.2								
-	Solid Orange Paint					\$0.00		\$0.00
-	Solid Light Green Paint					\$0.00		\$0.00
-	Solid Aqua Blue Paint					\$0.00		\$0.00
Paint Pavement Design Per Sheet A-1.2 (City To Provide)								
-	Solid Orange Paint (Labor Only)	\$2.48	5000			\$0.00		\$0.00
-	Solid Light Green Paint (Labor Only)	\$2.48	3500			\$0.00		\$0.00
-	Solid Aqua Blue Paint (Labor Only)	\$2.48	800			\$0.00		\$0.00
	Solid Orange Paint (Labor Only)	\$2.48	2705		2705	\$6,708.40	2705	\$6,708.40
	Solid Light Green Paint (Labor Only)	\$2.48	2595		2595	\$6,435.60	2595	\$6,435.60
	Solid Aqua Blue Paint (Labor Only)	\$2.48	800		800	\$1,984.00	800	\$1,984.00

For the period Through 9/17/22	Project Manager Raul Guzman	Subtotal	\$15,128.00
Job# 8850	Purchase Order#	Less Retention	
Date: 9/29/22		Previous Billings	
		Amount Due	\$15,128.00

**CITY OF BALDWIN PARK**

14403 E. Pacific Avenue
Baldwin Park, CA 91706
PH: (626) 960-4011
FAX: (626) 962-2625

PURCHASE ORDER**PO Number:** PO02741**Date:** 11/14/2022**Requisition #:** REQ02787**Vendor #:** 04878

ISSUED TO: HOME DEPOT
Attn: DEPT 32-2504023270
PO BOX 78047
PHOENIX, AZ 85062-8047

SHIP TO: PUBLIC WORKS
Attn:PUBLIC WORKS
CITY OF BALDWIN PARK
14403 E PACIFIC AV 2ND FLOOR
BALDWIN PARK, CA 91706

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 MATERIALS & SUPPLIES TO BUILD A DECK AND FLOORING FOR 16 HOUSING UNITS, CIP22-043	270-50-520-58100-55023		0.00	12,850.00

Authorized by: <u>Henry Chao</u> Date: <u>11/14/2022</u>	SUBTOTAL:	12,850.00
	TOTAL TAX:	0.00
	SHIPPING:	0.00
Authorized for Payment: _____ Date: _____	TOTAL	12,850.00

1. Original invoice with remittance slip must be sent to: City of Baldwin Park, 14403 E. Pacific Avenue, Baldwin Park, CA 91706.
2. C.O.D. shipment will not be accepted.
3. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
4. All goods are to be shipped F.O.B. Destination unless otherwise stated.
5. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
6. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
7. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
8. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.

INVOICE



Ram Construction and
Fencing LLC.

DATE

9/1/22

INVOICE #44

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK -BEAM INSTALLATION INSIDE GARAGE

-THE FOLLOWING WORK WILL BE PERFORMED

-A HEADER BEAM WILL BE INSTALLED INSIDE EXISTING GARAGE

-APPROX 20' LF ACROSS THE GARAGE DOOR FOR NEEDED SUPPORT

-HEADER BEAM SPECS REQ 4"X8" DOUGLAS

-NOTE- PRICE INCLUDES MATERIALS AND LABOR

TOTAL \$3,150

INVOICE



Ram Construction and
Fencing LLC.

DATE

9/1/22

INVOICE #45

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK -GARAGE WALL BRACING

-THE FOLLOWING WORK WILL BE PERFORMED

-CUT EXISTING DRY WALL AND BRACE EXSITNG DAMAGE WALL

-WALL WILL BE ACHORED AND SECURED

-AFTER RE BRACING WALL WE WILL RE PACTH AND FINISH DRY WALL TO A SMOOTH
FINISH

-NOTE- PRICE WILL INCLUDE MATERIALS AND LABOR

TOTAL \$2,900

invoice



Ram Construction and
Fencing LLC.

DATE

8/17/22

INVOICE #33

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK-PATIO DECK

-WORK WILL CONSIST OF INSTALLATION OF PATIO DECK APPROX 16' WIDE X 70' LENGTH
-STRUCTURAL FRAMING & DECKING MATERIALS WILL CONSIST OF THE FOLLOWING
MATERIALS PROVIDED BY CUSTOMER

PHASE 1-STRUCTURAL FRAMING LABOR

-POST 4"x4"x 4' - 21 PC'S
-BEAM SADDLE 4"x8"x12'-21 PCS
-BEAM FRAME SPECS 4"x8"x12'-PC'S 21
-JOIST SPECS 2"x6"x10'-PC'S 180
-JOIST BRACKETS 2"x6"- PC'S 720
-MISCELLANEOUS MATERIALS
-3 LOCATIONS OF STEPS FOR ACCESS APPROX 10' WIDE X 4' HEIGHT - APPROX 4
/HEIGHTS/STEPS PER ENTRY
-NAILS -SCREWS - LAG BOLTS -
-FRAME PLANTERS/SITTING BENCH

PHASE 2- TREX DECK LABOR INSTALLATION

-2" X 6" X 16' TREX DECK WOOD TEXTURE FINISH PC'S 170 - COLOR DETERMINE BY CUSTOMER

-DECK BRACKETS APPROX 1000 PC'S NEEDED

-WOOD SCREWS

-3/4 MAN CREW

-TIME TO COMPLETED PROJECT 3-4 WEEKS

(NOTE)-ALL FRAMING AND DECKING MATERIALS WILL PROVIDED BY CUSTOMER

(NOTE) CONTRACTOR WILL PROVIDE LABOR AND EQUIPMENT/TOOLS

(NOTE) ANY ADDITIONAL WORK NOT MENTION ON THIS PROPOSAL WILL BE A CHANGE ORDER - & BILLED AS "TIME AND MATERIALS"

(NOTE) "TIME AND MATERIALS"- PRICE WOULD VERY DEPENDING ON WHAT WORK WILL BE NEEDED TO BE COMPLETED.

TOTAL \$20,500

DEPOSITE -\$10,250 REQ- 8/2/22 PAID

BALANCE -\$10,250 BALANCE 9/24/22

BEST
ANDRES RUESGA

invoice



Ram Construction and
Fencing LLC.

DATE

8/2/22

INVOICE #33

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK - CONCRECT

- SET AND POURED CONCRECT 22 PC'S OF 4" WIDE X 6" HIGH GALV SADDLES
- POURED CONCRECT ON 22 PC'S OF SAUNA TUBES FOR A TOTAL OF 3 YARDS

TOTAL DUE- \$2,400

BEST
ANDRES RUESGA

invoice



Ram Construction and
Fencing LLC.

DATE

8/18/22

Invoice #50

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK - ADDING JOIST TO DECKING

-ADD 2"X6" JOIST TO EXSITNG WOOD DECK IN BETWEEN THE 24" OPENING FOR EXTRA
NEDDED SUPPORT FOR TREX DECKING

-NEW JOIST WILL BE SET @ EVERY 12" CENTER

-A APPROX OFF 2-3 DAYS OF LABOR - APPROX 48 hours

-2" X 6" JOIST WILL BE NAILED AND SECURED

TOTAL \$1,600

BEST

A-CO TEMPORARY POWER

P.O. BOX 16843
 NO. HOLLYWOOD, CA 91615-6843
 Tel: (818) 255-3560
 Email:
 billing@acotemporarypower.com

Invoice

Invoice Number: 181016
 Invoice Date: Aug-18-2022
 P.O. Number:
 Order Number: 34587
 Job Number:

BILL TO: 17343

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

JOB SITE: 34587

Anthony
 13169 Garvey Ave
 Baldwin Park, CA 91706

Last Payment Date: Nov-03-2021
 Last Payment Amount: \$2,847.50

Late Charge: \$0.00

From	To	Duration	Unit/Service Type	Quantity	Price Per	Tax	Extension
Aug-12-2022	Aug-12-2022	1	TRIP CHARGE	1	\$500.00	☐	\$500.00
			to install customer owned black diamond pole.				
Aug-12-2022	Aug-12-2022	1	Fuel Surcharge	1	\$10.00	☐	\$10.00
			(Per Occurrence - no pro rate)				

Rental Taxable	Tax Rate	Tax Description	Subtotal Non Taxed:	\$510.00
\$0.00	9.5%	\$0.00 LACOW	Subtotal Taxable:	\$0.00
Service Taxable	Tax Rate	Tax Description	Subtotal Tax:	\$0.00
\$0.00	0%	\$0.00 EXEMP	Current Invoice:	\$510.00
			Please Pay:	\$510.00

Payment Terms: Net 15

ACO is going paperless! Please contact our office to let us know where you would like your invoices sent to.

RECEIVED

SEP 22 2022

FINANCE

RECEIVED

AUG 22 2022

FINANCE

Please detach and return this portion with your payment.

From:

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

To:

A-CO TEMPORARY POWER
 P.O. BOX 16843
 NO. HOLLYWOOD, CA 91615-6843

Order No.	Invoice No.	Date	Amount Due
34587	181016	Aug-18-2022	\$510.00

☐ Pay Invoice with Credit Card
☐ Check to enroll in auto-pay
 Please mail, fax, email or call in your credit card information.

Credit Card Number

Date Expires

Sec Code

Name on Card

Billing Address

City

State

Postal Code

Signature

ASI

AUTOMATION SOLUTIONS, INC
5277 N. VINCENT STREET #45
IRWINDALE, CA 91706
PH 626.812.4488 FX 626.812.7799

Invoice

Date	Invoice #
7/15/2022	5411

Bill To
CITY OF BALDWIN PARK 14403 PACIFIC AVE. BALDWIN PARK, CA 91706 PH:626-960-3993 EXT.518

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	50% LABOR -DOWN PAYMENT PER QUOTE #07012022	10,012.50	10,012.50
1	50% MATERIALS- DOWN PAYMENT PER QUOTE #07012022	9,354.50	9,354.50T
	Sales Tax	9.50%	888.68
		Total	\$20,255.68

ASI

AUTOMATION SOLUTIONS, INC
5277 N. VINCENT STREET #45
IRWINDALE, CA 91706
PH 626.812.4488 FX 626.812.7799

Invoice

Date	Invoice #
9/22/2022	5456

Bill To
CITY OF BALDWIN PARK 14403 PACIFIC AVE. BALDWIN PARK, CA 91706 PH:626-960-3993 EXT.518

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	50% LABOR -FOR TINY HOMES 2.0 FINAL PAYMENT PER QUOTE #07012022	10,012.50	10,012.50
1	50% MATERIAL-FOR TINY HOMES 2.0 FINAL PAYMENT PER QUOTE #07012022	9,354.49	9,354.49T
	Sales Tax	9.50%	888.68
		Total	\$20,255.67

ASI

AUTOMATION SOLUTIONS, INC
5277 N. VINCENT STREET #45
IRWINDALE, CA 91706
PH 626.812.4488 FX 626.812.7799

Invoice

Date	Invoice #
9/23/2022	5459

Bill To
CITY OF BALDWIN PARK 14403 PACIFIC AVE. BALDWIN PARK, CA 91706 PH:626-960-3993 EXT.518

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	PER QUOTE: 09014022 PROJECT#1: ADDITIONAL ELECTRICAL (LABOR ONLY) TINY HOMES 2.0 SCOPE OF WORK: 1.CLEAN UP EXISTING ELECTRICAL IN OFFICE. 2.ROUGH IN ONE CIRCUIT FOR LIGHTING AND TWO 120VAC, 20 AMP CIRCUITS TO POWER RECEPTACLES. 3.ONCE THE OFFICE IS FINISHED, ASI ELECTRICIANS WILL INSTALL RECESSED LIGHTS PROVIDED BY CUSTOMER. 4.ASI WILL SUPPLY DECORA RECEPTACLES, ONE LIGHT SWITCH, AND FACE PLATES. TOTAL JOB COST: \$3,000.00 PROJECT#2: INSTALL ONE 100 AMP, 120/240 VAC SUB PANEL IN ROOM BEHIND THE METER MAIN PANEL (LABOR ONLY). SCOPE OF WORK: 1.INSTALL ONE TWO POLE 100 AMP BREAKER IN METER MAIN PANEL. 2.CITY OF BALDWIN PARK PERSONEL WILL TRENCH FROM THE METER MAIN TO THE ROOM BEHIND THE METER MAIN AND COVER UP WHEN WORK IS COMPLETED BY ASI. 3.ASI WILL INSTALL 1" CONDUIT FROM THE METER MAIN PANEL TO THE ROOM BEHIND THE METER MAIN PANEL. 4.PENETRATE THE WALL AND INSTALL A 100 AMP SUB PANEL INSIDE THE ROOM. 5.INSTALL TWO 120 VAC, 20 AMP CIRCUITS TO POWER AN ONE INDUSTRIAL REFRIGERATOR AND ONE FOOD WARMER. TOTAL JOB COST: \$3,300.00 (PRICE IF ASI TRENCHES AND BACK FILLS) Sales Tax	6,300.00 9.50%	6,300.00 0.00
		Total	\$6,300.00

ASI

AUTOMATION SOLUTIONS, INC
5277 N. VINCENT STREET #45
IRWINDALE, CA 91706
PH 626.812.4488 FX 626.812.7799

Invoice

Date	Invoice #
9/25/2022	5457

Bill To
CITY OF BALDWIN PARK 14403 PACIFIC AVE. BALDWIN PARK, CA 91706 PH:626-960-3993 EXT.518

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	ADDITIONAL WORK TINY HOMES 2.0 PROJECT: INSTALL ONE 120VAC, 20 AMP, CIRCUIT TO POWER LANDSCAPE LIGHTING TRANSFORMER. REPAIR TWO 3/4" PVC CONDUITS DAMAGED DURING TRENCHING. INSTALL CONDUIT AND WIRE TO POWER A NEW GATE OPENER. RE-WIRE TWO TINY HOMES AFTER THEY WERE MOVED.	1,000.00	1,000.00
1	20 AMP SQUARE"D" BREAKER	125.00	125.00T
1	LANDSCAPE LIGHTING	950.00	950.00T
1	BOX SIX CANLESS LIGHTS	255.00	255.00T
3	500' THHN ROLLS OF WIRE	120.00	360.00T
3	LINE SET SHEET METAL COVERS	199.00	597.00T
	Sales Tax	9.50%	217.27
		Total	\$3,504.27

ASI

AUTOMATION SOLUTIONS, INC
5277 N. VINCENT STREET #45
IRWINDALE, CA 91706
PH 626.812.4488 FX 626.812.7799

Invoice

Date	Invoice #
10/6/2022	5472

Bill To
CITY OF BALDWIN PARK 14403 PACIFIC AVE. BALDWIN PARK, CA 91706 PH:626-960-3993 EXT.518

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
5	10-05-22, ELECTRICIAN I- TWO ELECTRICIANS TO INSTALL ONE 129 VAC CIRCUIT, ONE FLAT SCREEN TV KIT, AND ONE CAT 6 ETHERNET LINE FOR A NEW FLAT SCREEN TV AT TINY HOMES 2.0	92.50	462.50
5	ELECTRICIAN II	85.00	425.00
1	FLAT SCREEN TV KIT	29.98	29.98T
1	50FT CAT6	38.00	38.00T
1	50FT ROMEX	79.00	79.00T
1	20 AMP CIRCUIT BREAKER	15.99	15.99T
	Sales Tax	9.50%	15.48
		Total	\$1,065.95

ASI

AUTOMATION SOLUTIONS, INC
5277 N. VINCENT STREET #45
IRWINDALE, CA 91706
PH 626.812.4488 FX 626.812.7799

Invoice

Date	Invoice #
9/22/2022	5455

Bill To
CITY OF BALDWIN PARK 14403 PACIFIC AVE. BALDWIN PARK, CA 91706 PH:626-960-3993 EXT.518

P.O. No.	Terms	Project
PO02660	Due on receipt	

Quantity	Description	Rate	Amount
1	09-22-22, LABOR TO INSTALL ONE 1.5 TON MINI SPLIT HEAT PUMP IN UNIT MEASURING 31'X21'X10' CEILING. INSTALL ONE 1 TON MINI SPIT HEAT PUMP IN UNIT MEASURING 16'X16'X8' CEILING. INSTALL POWER TO TWO MINISPLIT CONDENSERS. INSTALL EVAPORATORS IN UNITS.CONNECT CONTROL POWER FROM THE CONDENSERS TO THE EVAPORATORS. POWER UP AND VERIFY OPERATION. PER QUOTE#08015022.	3,200.00	3,200.00
1	MATERIAL COST PER QUOTE #08015022	3,500.00	3,500.00T
	Sales Tax	9.50%	332.50
		Total	\$7,032.50

ASI

AUTOMATION SOLUTIONS, INC
5277 N. VINCENT STREET #45
IRWINDALE, CA 91706
PH 626.812.4488 FX 626.812.7799

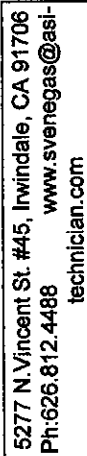
Invoice

Date	Invoice #
9/22/2022	5458

Bill To
CITY OF BALDWIN PARK 14403 PACIFIC AVE. BALDWIN PARK, CA 91706 PH:626-960-3993 EXT.518

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	09-22-22, LABOR COST TO INSTALL ONE ADDITIONAL MINI SPLIT FOR TINY HOMES 2.0 PROJECT.	1,750.00	1,750.00
1	MATERIAL COST TO INSTALL AN ADDITIONAL MINI SPLIT HEAT PUMP FOR TINY HOMES 2.0 PROJECT	1,750.00	1,750.00
	Sales Tax	9.50%	166.25
		Total	\$3,666.25



Contract Name ▶ Tiny Home Village II, Garvey Ave. Baldwin Park, CA

[illegible]

Greg Ruvalo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Invoice

Invoice No: 961
Date: 07/22/2022
Terms: NET 0
Due Date: 07/22/2022

Bill To: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: TINY HOMES 2.0

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
Fabricate ADA emergency gate with push panic bar at front fence line	1	\$4,010.00	\$4,010.00
8' high wrought iron fencing front of new deck to house wall	1	\$5,224.00	\$5,224.00
Fabricate ADA emergency gate with push panic bar installed into wrought iron fence on new deck	1	\$4,010.00	\$4,010.00
labor to remove all existing razor wire	1	\$2,770.00	\$2,770.00
Fence between homes and facilities with 5' chain link fence. Supply (2) access gates locations TBD by customer	1	\$4,988.00	\$4,988.00
540 sf Artificial boxwood hedge mat to cover existing back wall chain link fencing (labor and material) See photos below	1	\$2,198.00	\$2,198.00

Subtotal	\$23,200.00
Shipping	\$0.00
Total	\$23,200.00
PAID	\$0.00

Balance Due	\$23,200.00
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Greg Ruvalo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Invoice

Invoice No: 976
Date: 09/18/2022
Terms: NET 0
Due Date: 09/18/2022

Bill To: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: TINY HOMES 2.0

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
fabricate trash enclosure approx 8'x14' heavy duty 9 gauge 6' chain link with 99% privacy slats	1	\$4,200.00	\$4,200.00
fabricate (2) 4'x 6' heavy duty 9 gauge chain link gates with 98% black privacy slats includes drop post and locking mechanism with keys	2	\$890.00	\$1,780.00
Subtotal			\$5,980.00
Shipping			\$0.00
Total			\$5,980.00
PAID			\$0.00
Balance Due			\$5,980.00

Notes

We are not responsible to damage to real property or personal injury caused by any act of nature I.E. wind, flood, lightning etc.

PLEASE REMOVE ALL BANNERS DURING WINDY CONDITIONS!

Greg Ruvalo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Invoice

Invoice No: 975
Date: 09/18/2022
Terms: NET 0
Due Date: 09/18/2022

Bill To: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: TINY HOMES 2.0

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
Demo front wrought iron fence, smooth out old square stock holes and fill in with concrete Fabricate (5) new posts weld on mounting plates And C channel to to post for wood slats red head posts to existing concrete footing, attach (6) pieces of expanded metal to attach Decor panels, Install customer supplied wood in a wave pattern	1	\$7,560.00	\$7,560.00

Subtotal	\$7,560.00
Shipping	\$0.00
Total	\$7,560.00
PAID	\$0.00

Balance Due	\$7,560.00
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Notes

We are not responsible to damage to real property or personal injury caused by any act of nature I.E. wind, flood, lightning etc.

PLEASE REMOVE ALL BANNERS DURING WINDY CONDITIONS!

SEWER PROS

Invoice

Invoice No: 13 Date: 08/31/2022 Terms: NET 0 Due Date: 08/31/2022	1692 new york dr Altadena, CA 91001 sewerpros777@gmail.com (626)4190683
Bill To: City of Baldwin ark avazquez@baldwinpark.com (626) 960-4011	

Description	Quantity	Rate	Amount
Trenchless bore Horizontally more snow route For trenchless sewer installation	1	\$1,625.00	\$1,625.00
Pipe burst Pipe burst sewer lateral from mobile restroom and showers to pre-existing clay lateral	1	\$13,250.00	\$13,250.00
Potable water service Run Water service line from existing building to mobile showers and restrooms	1	\$4,275.00	\$4,275.00

Payment Instructions

Deposit made \$10,341.
Balance due \$10,341

Subtotal	\$19,150.00
TAX 8%	\$1,532.00
Total	\$20,682.00
Paid	\$0.00

BALANCE DUE \$20,682.00

Deposit due 08/31/2022 \$10,341.00

 Pay Now





Remit To: ConvergeOne, Inc.
NW 5806
PO Box 1450
Minneapolis, MN 55485-5806
888-321-6227

Page: 1 of 3
Invoice Number: IHWIP908283M
Invoice Date: 11/9/2022
Payment Terms: Net 30
Customer PO: PO02571
Customer ID: AAACITBAL0001

Bill To:
CITY OF BALDWIN PARK Henry Chao 14403 EAST PACIFIC AVE BALDWIN PARK, CA 91706

Ship To:
Multiple Sites - Please See Site Detail Section

Invoice Summary

Tiny Homes - Verkada

Customer: CITY OF BALDWIN PARK

Primary Contact: Henry Chao **National Account Manager:** David Ngo (SLED)

Email: hchao@baldwinpark.com **Email:** dngosled@convergeone.com

Phone: 626-960-4011 **Phone:**

Opportunity Number: OP-000694850, OP-000713501 **Solution Number:** SO-000775823, SO-000797757

Summary	Original Total	Deposit	Current Due
Product (Software & Hardware)	\$15,143.20	\$0.00	\$15,143.20
Professional Services	\$5,031.00	\$0.00	\$5,031.00
Subtotal	\$20,174.20	\$0.00	\$20,174.20
Actual Tax	\$1,146.52	\$0.00	\$1,146.52
Actual Freight	\$0.00	\$0.00	\$0.00
Total	\$21,320.72	\$0.00	\$21,320.72



Remit To: ConvergeOne, Inc.
NW 5806
PO Box 1450
Minneapolis, MN 55485-5806
888-321-6227

Page: 2 of 3
Invoice Number: IHWIP908283M
Invoice Date: 11/9/2022
Payment Terms: Net 30
Customer PO: PO02571
Customer ID: AAACITBAL0001

Invoice Detail

Tiny Homes - Verkada

Ship Method:

Partial Billing Allowed: No

Project Number: 33579

Billing Method: Milestone

Line #	Item Number	Description	Qty	Unit Price	Ext Price
1	ACC-MNT-9	POLE MOUNT, 2ND GENERATION	8	\$174.30	\$1,394.40
2	CB51-60E-HW	OUTDOOR BULLET CAMERA, 60 DAYS	8	\$1,259.30	\$10,074.40
3	CPC3312-03F003	GigaSPEED XL GS8E Patch Cord - Cat 6 - 3 ft - Gray	8	\$6.00	\$48.00
4	LIC-3Y - 3YR	LICENSE	8	\$384.30	\$3,074.40
5	Professional Services	Professional Services	1	\$5,031.00	\$5,031.00
6	UN884017214/10	CS34R ETL Verified Category 6 U/UTP Cable, non-plenum, blue jacket, 4 pair count, 1000 ft (305 m) le	2,000	\$0.25	\$500.00
7	UNJ600-BL	JACK	8	\$6.50	\$52.00
					Subtotal \$20,174.20
					Actual Tax \$1,146.52
					Actual Freight \$0.00
					Total \$21,320.72



Remit To: ConvergeOne, Inc.
NW 5806
PO Box 1450
Minneapolis, MN 55485-5806
888-321-6227

Page: 3 of 3
Invoice Number: IHWIP908283M
Invoice Date: 11/9/2022
Payment Terms: Net 30
Customer PO: PO02571
Customer ID: AACITBAL0001

Site Detail
Tiny Homes - Verkada

Site Code	Customer Name	Ship To Address
SHIP1	CITY OF BALDWIN PARK	14403 EAST PACIFIC AVE, BALDWIN PARK, CA 91706
SHIP1	CITY OF BALDWIN PARK	14403 EAST PACIFIC AVE, BALDWIN PARK, California 91706

CCTV Installation (2 Additional Cameras)								
City of Baldwin Park - Housing Authority (13167 Garvey Ave, Baldwin Park)								
Descriptions	MFTR.	Part Number	Unit	QTY	Unit Cost	Ext. Material	Ext. Labor	Sub-Total
Verkada Equipment		Sites= 1						
Pole Mount, 2nd Generation	Verkada	ACC-MNT-9	EA	2	\$174.30	\$348.60	\$160.00	\$541.72
CB51-E Outdoor Bullet Camera, 60 Days	Verkada	CB51-60E-HW	EA	2	\$1,259.30	\$2,518.60	\$320.00	\$3,077.87
3 Year Camera License	Verkada	LIC-3Y	EA	2	\$384.30	\$768.60	\$0.00	\$841.62
Single Cat 6 RJ45 Jack - Closet	Commscope	UNJ600-BL	EA	2	\$6.50	\$13.00	\$24.00	\$38.24
Cat 6 Data Patch Cable - 3'	Commscope	CPC3312-03F003	EA	2	\$6.00	\$12.00	\$8.00	\$21.14
Cat 6 CMR Data Cable	Commscope	UN884017214/10	FT	500	\$0.25	\$125.00	\$320.00	\$456.88
Velcro	Generic	Misc.	EA	1	\$25.00	\$25.00	\$0.00	\$27.38
Pull String	Generic	Misc.	EA	1	\$35.00	\$35.00	\$0.00	\$38.33
System Labeling, Testing & Certification	C1	Services	EA	2	\$0.50	\$1.00	\$32.00	\$33.10
End-User Site Training	C1	Services	EA	1	\$0.00	\$0.00	\$210.00	\$210.00
Camera configuration	C1	Services	EA	1	\$0.00	\$0.00	\$420.00	\$420.00
CAD Drawing & Asbuilt Drawing	C1	Services	EA	1	\$0.00	\$0.00	\$210.00	\$210.00
Project Management	C1	Services	EA	1	\$0.00	\$0.00	\$420.00	\$420.00
Material Sub-Total							\$3,846.80	
Sales Tax							\$365.45	
Shipping & Handling							\$80.00	
Labor Sub-Total							\$2,124.00	
Grand-Total							\$6,416.25	

BRIGHTVIEW PAINTING COMPANY

1323 W West Covina Pkwy Ste A
CA 91790 US
+1 6265024798
brightviewpaintingco@gmail.com

INVOICE

BILL TO
City of Baldwin Park
Anthony Vasquez

INVOICE 1091
DATE 09/14/2022
TERMS Due on receipt
DUE DATE 09/14/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Interior/Exterior Painting	Please see contract for details	1	6,850.00	6,850.00

Project Address:
13165 Garvey Ave.
Baldwin Park CA 91706

BALANCE DUE

\$6,850.00

City of Baldwin Park



California Home/Commercial Improvement Contract - Change Order Form

Contractor Name: License Number:

Address: City: State: ZIP:

Name of Salesperson: Registration Number:

Client: and Contractor agree that the contract dated: is incorporated by reference in its entirety into this California Home/Commercial Improvement Change Order and is changed as described below. Description of the change and description of the significant materials to be used and equipment to be installed under this change.

- **Paint all block 2" x 8" wood eaves to match the dark (black color)- \$450**

Initial Contract Price:	\$6,850.00
Down Payment: (-)	- \$0.00
Change of order: (+/-)	+ \$450.00
New Balance:	= \$7,300.00

This change adds the following amount to the Contract Price:

This change reduces the Contract Price by the following amount:

Finance charge (if any) that results from this change:

Effect this order will have on the Schedule of Progress Payments:

Payments due under this agreement are hereby adjusted to reflect this change in the Contract Price.

Payment for this change shall become due on:

Completion date of work under this agreement, including this Change Order, is adjusted to:

Note about Extra Work and Change Orders Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Client Signature _____ Date: _____

Contractor's Signature _____ Date: _____



California Home/Commercial Improvement Contract - Change Order Form

Contractor Name: Edgar Morales License Number: 1022222

Address: 1323 W Covina Parkway Suite A City: West Covina State: CA ZIP: 91790

Name of Salesperson: Edgar M. Registration Number: N/A

Client: Anthony Vasquez- City of Baldwin Park and Contractor agree that the contract dated: 09/07/2022

is incorporated by reference in its entirety into this California Home/Commercial Improvement Change Order and is changed as described below. Description of the change and description of the significant materials to be used and equipment to be installed under this change.

- **Paint Exterior Baseboards**
- **Paint Garage door and Entry door**
- **Stucco-Patch touch-ups**

Initial Contract Price:	\$7,300.00
Down Payment: (-)	\$0.00
Change of order: (+/-)	+ \$1,800.00
New Balance:	= \$9,100.00

This change adds the following amount to the Contract Price: \$1,800.00

This change reduces the Contract Price by the following amount: N/A

Finance charge (if any) that results from this change: N/A

Effect this order will have on the Schedule of Progress Payments: N/A

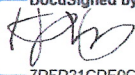
Payments due under this agreement are hereby adjusted to reflect this change in the Contract Price.

Payment for this change shall become due on: Project is completed

Completion date of work under this agreement, including this Change Order, is adjusted to: When project is completed

Note about Extra Work and Change Orders Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

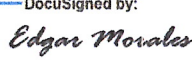
Client Signature

DocuSigned by:

79FD21GDE0C460...

Date:

9/21/2022

Contractor's Signature

DocuSigned by:

B449E397CF1E490...

Date:

9/21/2022



California Home/Commercial Improvement Contract - Change Order Form

Contractor Name: Edgar Morales License Number: 1022222

Address: 1323 W Covina Parkway Suite A City: West Covina State: CA ZIP: 91790

Name of Salesperson: Edgar M. Registration Number: N/A

Client: Anthony Vasquez- City of Baldwin Park and Contractor agree that the contract dated: 09/07/2022

is incorporated by reference in its entirety into this California Home/Commercial Improvement Change Order and is changed as described below. Description of the change and description of the significant materials to be used and equipment to be installed under this change.

• Paint office space • Paint one complete wall in garage • Materials

Initial Contract Price:	\$9,100.00
Down Payment: (-)	- \$0.00
Change of order: (+/-)	+ \$1,200.00
New Balance:	=\$10,300.00

This change adds the following amount to the Contract Price: \$1,200

This change reduces the Contract Price by the following amount: N/A

Finance charge (if any) that results from this change: N/A

Effect this order will have on the Schedule of Progress Payments: N/A

Payments due under this agreement are hereby adjusted to reflect this change in the Contract Price.

Payment for this change shall become due on: Project is completed

Completion date of work under this agreement, including this Change Order, is adjusted to: When project is completed

Note about Extra Work and Change Orders Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Client Signature Anthony Vasquez Date: 10/5/2022
DocuSigned by: 7DFD21CDE0C0460...

Contractor's Signature Edgar Morales Date: 10/11/2022
DocuSigned by: B449E397CF1E490...

Greg Ruvalo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Invoice

Invoice No: 959
Date: 07/21/2022
Terms: NET 0
Due Date: 07/21/2022

Bill To: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: TINY HOMES 2

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
Roll Door *removal of existing door,motor& operating track *installation of new full view frosted glass sectional door *Installation of new chain drive motor *Installation of new infra red motion sensors *Program 3 remotes *Lubricate all points of friction *Haul away old door	1	\$12,660.00	\$12,660.00

Subtotal	\$12,660.00
Shipping	\$0.00
Total	\$12,660.00
PAID	\$0.00

Balance Due	\$12,660.00
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Notes

We are not responsible to damage to real property or personal injury caused by any act of nature I.E. wind, flood, lightning etc.

PLEASE REMOVE ALL BANNERS DURING WINDY CONDITIONS!

Greg Ruvalo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Invoice

Invoice No: 973
Date: 09/17/2022
Terms: NET 0
Due Date: 09/17/2022

Bill To: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: TINY HOMES 2.0

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
Install 15 ac units in tiny homes	1	\$5,750.00	\$5,750.00
Fix Ada ramp			
Adjust doors on 2 tiny homes			
Install fascia boards all 15 units			
Install flooring on double unit			

Subtotal	\$5,750.00
Shipping	\$0.00
Total	\$5,750.00
PAID	\$0.00

Balance Due \$5,750.00

Notes

We are not responsible to damage to real property or personal injury caused by any act of nature I.E. wind, flood, lightning etc.

PLEASE REMOVE ALL BANNERS DURING WINDY CONDITIONS!

Greg Ruvalo

15021 Lashburn St
Whittier Ca 90604
562-824-7725

Invoice

Invoice No: 982
Date: 10/05/2022
Terms: NET 0
Due Date: 10/05/2022

Bill To: City Of Baldwin Park
avazquez@baldwinpark.com
4100 Baldwin Park Blvd
Baldwin Park Calif. 91706

Ship To: TINY HOMES 2.0

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
1) Bolt down Ada ramp to asphalt on restroom trlr	1 day	\$5,875.00	\$5,875.00
2) Attach Ada ramps to Ada tiny homes			
3)Texture coat all walls and ceiling of office			
4) Paint all walls and ceiling of office			
5) Install crown molding 4 walls of office			
6) Remove old 2x4 on garage wall and rip down to size for drywall fitment			
7) Drywall approx. 8'x 10' area mud and tape ready to paint			
8) Drywall 2'x 2' hole in garage ceiling mud and tape ready for paint			
9) add skirt molding to bottom on last tiny home			
10) install ac unit in last tiny home			

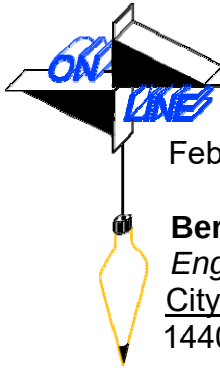
Subtotal	\$5,875.00
Shipping	\$0.00
Total	\$5,875.00
PAID	\$0.00

Balance Due	\$5,875.00
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Notes

We are not responsible to damage to real property or personal injury caused by any act of nature I.E. wind, flood, lightning etc.

PLEASE REMOVE ALL BANNERS DURING WINDY CONDITIONS!



ENGINEERING

PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING

February 28, 2022

Bernardo Navarrete
Engineering Assistant
City of Baldwin Park | Public Works
14403 E. Pacific Avenue, CA 91706

**REFERENCE: INVOICE FOR TOPOGRAPHIC MAPPING –13167 GARVEY AVENUE –
BALDWIN PARK, CA 91706**

Dear Mr. Navarrete,

ON-LINE Engineering has completed the Topographic Survey for the above-referenced property per our proposal dated January 28, 2022.

TOTAL FEE NOW DUE.....\$3,500.00

I appreciated this opportunity to have provided our services. If you have any questions or require additional information, please call me.

Sincerely,

Robert G. Martinez, P.L.S., P.E.
President

908 Waverly Place * West Covina, CA 91790 * 626.791.3980
Email: olengr@earthink.net

invoice



Ram Construction and
Fencing LLC.

DATE

8/31/22

Invoice #43

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

PURCHASE ORDER BILL

-PURCHASE OF 2 ENTRY DOORS

-DOORS WERE PICK UP AND DELIVERED TO JOB SITE

-PRICE PER DOOR \$700

-2 DOORS PURCHASED AND DELIVERED

-TOTAL \$1,400

SCOPE OF WORK- DOOR INSTALLATION

-THE FOLLOWING WORK WILL BE PERFORMED

-INSTALLATION OF 2 DOORS

-ONE WALL WILL BE CUT TO NEW DOOR SIZE AND INSTALL

-WALL WILL BE PATCHED AND FINISHED AFTER DOOR INSTALLATION

-SECOND DOOR WILL BE REMOVED AND REPLACED

NOTE-PRICE INCLUDED MATERIALS AND LABOR

TOTAL \$4,550

BEST
ANDRES RUESGA

invoice



Ram Construction and
Fencing LLC.

DATE

9/12/22

Invoice #50

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK - SLIDDING DOORS

-INSTALLATION OF 2 SLIDDING DOORS

-ONE SLIDDING DOOR WILL BE INSTALLED INSIDE STORAGE ROOM TO EXISTING
GARAGE

-SECOND SLIDDING DOOR WILL BE INSTALLED INSIDE EXISTING GARAGE TO GARAGE

-NOTE- PRICE INCLUDED DEMO AND THROWN AWAY IN CONTAINER PROVIDED BY CITY

TOTAL \$3,500

BEST
ANDRES RUESGA

INVOICE



Ram Construction and
Fencing LLC.

DATE

9/6/22

INVOICE #49

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK -DEMO PHASE 1-EXTERIOR DEMO

-THE FOLLOWING BACK STORAGE ROOM/ LAUNDRY ROOM WILL BE DEMOED

-LAUNDRY ROOM AND STORAGE ROOM

-ROOF AND WALLS WOULD ALL BE DEMOED AND THROWN AWAY IN CONTAINER
PROVIDED BY CITY

SCOPE OF WORK-DEMO PHASE 2-INTERIOR DEMO

-THE FOLLOWING CABINETS-WALLS-CLOSET-FLOOR WILL BE ALL DEMOED AND THROWN
AWAY IN CONTAINER PROVIDED BY CITY

-BASICALLY COMPLETELY LEAVE INTERIOR ROOM BACK TO JUST A STORAGE ROOM

-WITH ADDING TILE AND FINISH WORK PLUG/CAP GAS LINES AND WATER ETC.

TOTAL \$11,070

-NOTE- PRICE INCLUDED DEMO AND THROWN AWAY IN CONTAINER PROVIDED BY CITY.

BEST
ANDRES RUESGA

invoice



Ram Construction and
Fencing LLC.

DATE

9/26/22

Invoice #52

Phone (626) 494-3289

Ramfence1@yahoo.com

LIC # 1005656

CITY OF BALDWIN PARK
13167 GARVEY AVE.
BALDWIN PARK CA

SCOPE OF WORK- CHANGE ORDERS CONCRETE POUR

-APPROX 7 YARDS OF CONCRETE WAS POURED AND FINISH AND COMPLIANCE WITH
ADA STANDARDS

-CONTRACTOR PROVIDED FORMING -CONCRETE TRUCK- PLUS FINISH WORK

-NOTE PRICE INCLUDES MATERIALS AND LABOR

TOTAL \$ 4,500

SCOPE OF WORK- HAND RAILS

-45' LF OF HANDRAILS FOR ADA RAMPS

-HANDRAILS CUSTOMER FABRICATED TO EACH RAMP AND INSTALLED

-HANDRAILS SAND BLASTED AND POWDER COATING FINISH

NOTE PRICE INCLUDED MATERIALS AND LABOR-INSTALLATION

TOTAL \$7,750

BEST
ANDRES RUESGA



San Gabriel Valley
Habitat
for Humanity®

724 E Huntington Dr,
Monrovia, CA 91016
626-387-6899
sgvhabitat.org

Invoice 1006

Bill To: City of Baldwin Park
Public Works Department
Attn: Sam Gutierrez
14403 Pacific Ave
Baldwin Park, CA 91706

Date: 9/28/2022
Due upon receipt

Date	Activity	Qty	Rate	Hours	Amount
9/16/2022	San Gabriel Valley Habitat for Humanity Services				
	For the week of September 12 - 16, 2022	2	\$ 50.43	37.5	\$ 3,782.25
	Per agreement for the provision of Tiny Home construction oversight services at 13167 Garvey Ave, Baldwin Park, CA				
	Reimbursements (details attached)				\$ 311.40
	For supplies purchased at Home Depot				
	For bottled water purchased at CVS Pharmacy				
	For Ice purchased at Chevron				

Please remit payment via check payable to
"San Gabriel Valley Habitat for Humanity"
and mail it to the address listed above.
Thank you for your business.

TOTAL DUE

\$ 4,093.65

SEWER PROS

Invoice

Invoice No: 20
Date: 11/02/2022
Terms: NET 0
Due Date: 11/02/2022

1692 new york dr Altadena, CA 91001
sewerpros777@gmail.com
(626)4190683

Bill To: City of Baldwin ark
avazquez@baldwinpark.com
(626) 960-4011

Description	Quantity	Rate	Amount
Tiny homes 2.0 Steps Build entry steps for tiny homes materials & labor included	12	\$375.00	\$4,500.00

Subtotal	\$4,500.00
Includes TAX 8%	\$333.33
Total	\$4,500.00
Paid	\$0.00

BALANCE DUE	\$4,500.00
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SIGN A RAMA COVINA
 % TLG Business Solutions, Inc
 305 E Rowland St
 Covina, CA, 91723-3152 USA
 Phone: (626)-331-3368 Fax: (626)-384-2793
 www.covinasigns.com
 covina@signarama.com



INVOICE **18126**
 Invoice Date

SOLD TO

Maria Moreno
 City of Baldwin Park
 14403 E. Pacific
 Baldwin Park, CA 91706- USA

SHIP TO

City of Baldwin Park
 14403 E. Pacific
 Baldwin Park, CA 91706- USA

Phone: (626) 813-5245 Ext. Fax:

E-mail: mmoreno@baldwinpark.com

Job Name

Estimate No	Estimate Date	Completed	Ship Date	Cust Id	PO Number	PO Date	Terms Code	Sales Rep	Page
025703	9/15/2022			CITYOFB001			50% Deposit req	Admin	1 of 1

Qty Ordered	Description	Unit Price	Extended Price
1	Custom Dimensional Letters Router cut 1/2" thick white 7508 plex UNPAINTED Copy to read: Serenity Homes @ 11.6" tall 13167 garvey avenue @ 5.7" tall Plus 3 shapes with vinyl face	\$2,056.68	\$2,056.68

Thank you for allowing Sign-A-Rama to assist you in your signage needs. Be sure to check out our website at www.covinasigns.com to see samples of the many types of signage and promotions we can assist you with in the future.

Taxable:	\$2,056.68
NonTaxable:	\$0.00
SalesTax:	\$210.81
Freight:	\$0.00
Misc	\$0.00
OrderTotal:	\$2,267.49
Payments:	\$0.00
Net Due:	\$2,267.49

Visit us on the web www.COVINASIGNS.com

Total Due Amount \$2,267.49



23661 Birtcher Dr, Lake Forest, CA 92630
t. 949-609-9636 f. 949-812-6690

INVOICE

Invoice No: GS20220829CB
Date: 08/29/2022

Sold To
City of Baldwin Park□ 13167 Garvey Ave□ □ Baldwin Park, CA. 91706□

Ship To
City of Baldwin Park□ 13167 Garvey Ave□ □ Baldwin Park, CA. 91706□

Quote Number		P.O. Number	Greenshine Order number	Terms	
SQ-00002513			SO-00000992	NET 30	
No	Quantity	Description		Unit Price	Amount
1	4	BR-1-290D-T5-30W-4K-350MA-A4-1-1B-H-1-150-1-180W-P20-BK-5/40DIM (Brighta/Porta30W Systems with 20' Poles)		3,435.00	13740
2	4	PORTA BASE		1,750.00	7000
3		SubTotal			
				Total Amount	\$20,740.00
				Sales Tax	\$1,970.30
				Shipping	\$2,995.00
				Received Amount	
				Amount Due	\$25,705.30

For payments that are not received by the agreed upon date a monthly finance fee of 1.5% will be charged and added onto the balance. For more information, related to the terms and conditions of purchase of our Solar lighting solution please visit www.streetlights-solar.com/terms_and_conditions.html



Invoice
Baldwin Park Tiny Home Village



Project: Baldwin Park Tiny Home Village
Date: 5/12/2022
Invoice #: 220011

Manufacturer: Boss CubeZ
Assembler: 3rd party

Building Type	Cube144 (One Room)	Cube288 (Two Room)	Totals
Sqft	144 sqft	288 sqft	
Selling price	\$18,600	\$46,500	
# Buildings	12	2	14 Buildings
# Rooms	12	4	16 Rooms
CubeZ Totals	\$223,200	\$93,000	\$316,200
Equipment/Accessories (Per Building)			
Electrical Accessories	\$350	\$700	
AC/Heater (InWall)	\$995	\$1,990	
Equipment/Accessories Totals	\$16,140	\$5,380	
Floor Fabricated to Size			\$12,320
Total Product	\$239,340	\$98,380	\$350,040
		Tax (9.5%)	\$33,254
		Shipping	\$32,000
		Total	\$415,294
Installation (optional) \$3,500 per 8.5x17	\$3,500 per 8.5x17	Installation	N/A
		Grand Total	\$415,294
		Deposit 50%	\$197,463
		Progress 25% net 5 days of delivery	\$108,915
		Progress 25% net 30 days	\$108,915
Uses	Sleeping CubeZ	Sleeping CubeZ	
Services	Living	Living	

Notes:

- 1 Cube144 with a Pent roof design 8.5'x17' with 1 room, 1 door, and 2 windows. Cube288 with a pent roof design (2) 8.5x17' with adjoining 2 rooms, 2 doors, and 4 windows. All above as per approved drawings and specs.
- 2 Proposal based on layouts submitted. Design changes can be made and proposal adjusted if needed.
- 3 Includes unit design and structural engineering with CA structural engineer wet stamp. Meets Emergency Housing
- 4 Electrical – each room comes with AFCI outlet, switch, junction box, interior lights, smoke detectors, exterior lights with chases ready for electrical wiring. Electrical chases run in walls, and conduit runs in foundation. Requires electrician to wire.
- 5 Smoke detector w/ fire alarm interconnected wirelessly between rooms with 10 year sealed battery.
- 6 Product delivered on pallets to job site; on site Telehandler to unload not included.
- 7 The plan is subject to receiving all local permits, licenses, and approvals.
- 8 Based on prices on Nov 11 2020 Price List for standard product with standard options. Customizations of windows, doors, colors, roofs, etc... may carry additional costs

Construction Materials:

- 1 Wall is 55mm PIR ISO wall profile with GI skins, FM fire rated walls
- 2 Roof is 75mm PIR 13/100 profile with GI skins FM fire rated
- 3 Cold Rolled steel Foundation. Foundation is 5" tall. Subfloors cement board.
- 4 Cold Rolled Steel Structure

Exclusions:

Site leveling/grading/prep, permitting costs, assembly of cubeZ (unless specified), leveling of CubeZ, staking to ground, bringing electrical/utility connections to CubeZ, electrical wiring in cubeZ and breaker box connections, furniture, on Site Telehandler required to unload CubeZ from truck and anything not expressly included in the inclusions.

Payment Terms:

50% down payment upon purchase, 25% within 1 week of delivery date (allowing time for inspection) and 25% within 30
Production lead time estimated at 4 weeks from date of PO, down payment receipt and signed product design specs.
Shipping time estimated 10-12 wks.
All Boss Homes LLC standard terms and conditions apply

This purchase agreement is approved and made by _____ (hereinafter "Customer") and Boss Homes LLC (hereinafter "Supplier") on the standard terms and conditions signed by the Customer.

Customer Authorized Signature

Montondo Trailer LLC
1800 Broadway St. Unit 4 C
Buffalo, NY 14212
(716) 427-5526



BILL TO

Sam Gutierrez
City of Baldwin
14403 E. Pacific Avenue
Baldwin Park, CA 91706

SHIP TO

Sam Gutierrez
City of Baldwin
14403 E. Pacific Avenue
Baldwin Park, CA 91706

INVOICE # 1665

DATE 04/19/2022

DUE DATE 07/18/2022

TERMS 50% Deposit / 50%
previous to ship

ACTIVITY	QTY	RATE	AMOUNT
2022 Specialty Trailer 5 Station Combination Trailer	1	110,000.00	110,000.00
2022 Specialty Trailer 6 Station Laundry with Restrooms	1	110,000.00	110,000.00

Montondo Trailer thanks you for your business

SUBTOTAL	220,000.00
TAX	0.00
TOTAL	220,000.00
BALANCE DUE	\$220,000.00

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: December 21, 2022
SUBJECT: Approve Plans and Specifications and Award of Bid for City Project No. CIP 21-199 Traffic Signal Improvements at Vineland and Merced Avenue

SUMMARY

This item will approve plans and specifications and authorize the award of a construction contract for the Traffic Signal Improvements at Vineland and Merced Avenue, in an amount of \$504,388.00. This project is listed in the approved Fiscal Year 2021-22 Capital Improvement Program (CIP 21-199) budget. The project includes the modification of existing traffic signals at Merced Avenue and Vineland Avenue and consists of modifying the north-south left-turn phasing and east-west left-turn phasing at the intersection; upgrades to traffic signal hardware, including LED signal heads, lenses, back-plates with retroreflective borders, conduit, wiring, signal controller, and cabinet. Additional improvements include ADA improvements, signing and striping, and cold mill and overlay of existing asphalt pavement within project limits.

RECOMMENDATION

It is recommended that the City Council

1. Approve project plans and specifications for City Project #CIP 21-199; and
2. Approve and award the contract to Elecnor Belco Electric, Inc., of Chino, CA in the amount of \$504,388; and
3. Authorize the Director of Finance to appropriate Proposition C Fund # 245 in the amount of \$58,000.00, Fund #251 in the amount of \$65,000.00, and SB1 Fund #256 in the amount of \$181,514; and
4. Authorize the Mayor and City Clerk to execute the contract for CIP 21-199 Traffic Signal Improvements at Vineland and Merced Avenue.

FISCAL IMPACT

There is no impact to the General Fund. The following table lists the funds available. Additional appropriations from Street Lighting and Landscape, Proposition C, and SB1, will be necessary to meet total estimated project cost as shown below:

Estimated Construction Costs	Amount
Construction Contract	\$ 504,388.00
Inspection and Construction Contingency	\$ 82,066.00
Total Construction Budget	\$ 586,454.00

Approved Funds	Amount
CIP 21-199 HSIP Grant – Fund # 270-50-520-58100-55002	\$ 281,940.00
Total Funding	\$281,940.00

Additional Requested Funds	Amount
Proposition C – Fund # 245-50-520-58100-55002	\$ 58,000.00
Street Lighting and Landscape – Fund # 251-50-520-58100-55002	\$ 65,000.00
SB1- Fund # 256-50-520-58100-55002	\$181,514.00
Total Funding	\$ 304,514.00

BACKGROUND

On February 21, 2018, the City Council adopted Resolution 2018-228 allowing the City to receive grant funds in the amount of \$121,000 from the State of California Department of Transportation (Caltrans) for the preparation of a Systematic Safety Analysis Report Program (SSARP). The purpose of the study was as prioritize and identify safety projects to submit for future Highway Safety Improvement Program (HSIP) funding consideration. The entire roadway system within the City of Baldwin Park was analyzed and approximately nine (9) high-risk intersections and roadway segments were identified using the most current crash data sourced from the Baldwin Park Police and Public Works Departments.

On November 20, 2018, the Final SSARP Report was completed and on December 19, 2018, the SSARP was approved by the City Council. The Final SSARP identified the intersection of Vineland Avenue and Merced Avenue as a priority project. Subsequently, the City applied for funding for design and construction from the HSIP Program, Cycle 10.

On March 26, 2021, the Vineland Avenue and Merced Avenue Intersection Improvement Project, was selected and awarded. The traffic signal modification at Merced Avenue and Vineland Avenue project consists of modifying the existing traffic signal hardware to include a left turn signal phase along Merced Avenue onto Vineland Avenue.

DISCUSSION

On June 2, 2021, the City Council authorized the Public Works Director to execute an RFS proposal from Wildan Engineering for the design and preparation of construction documents for this project under the City of Baldwin Park's current on-call consultant services agreement.

On May 12, 2022, the Construction Documents (Plans, Specifications, and Construction Estimate) were substantially completed. As part of HSIP Funding requirements, the City of Baldwin Park submitted a request for allocation of the grant funds for the construction phase of the project with Caltrans.

On September 7, 2022, the City Council adopted Resolution No. 2022-052, authorizing the Public Works Director to execute a program supplement and Agency-State Agreement with Caltrans for the administering of state funded projects such as the Traffic Signal Improvements at Vineland Avenue and Merced Avenue.

On October 17, 2022, The Construction Documents were finalized and prepared for advertising. The project consisted of modifying the existing traffic signals to accommodate left turn phasing, including the removal and replacement of existing traffic signal equipment, signage, and striping. As part of the intersection improvements the project will also include some ADA improvements along the public sidewalk and the cold mill and overlay of asphalt pavement affected within the project limits.

On October 19, 2022, a notice inviting bids was published for CIP 21-199 on the San Gabriel Valley Tribune and uploaded to Planet Bids. On November 15, 2022, a total of four bids were received,

opened, and publicly read. The bids were checked for errors, and were all determined to be valid. The following is a summary of the bids received:

No	Contractor	Location	Total Bid Amount
1	Elecnor Belco Electric, Inc.	Chino, CA	\$ 588,388.00
2	California Professional Engineering, Inc.	La Puente, CA	\$ 595,621.00
3	PTM General Engineering Services, Inc.	Riverside, CA	\$ 599,099.00
4	Palp, Inc. DBA Excel Paving	Long Beach, CA	\$ 646,800.00

The lowest responsive and responsible bid was from Elecnor Belco Electric, Inc. of Chino, CA. Staff has checked and verified references and recommends that the City Council move forward with the award of contract with Elecnor Belco Electric, Inc. for this project. If approved the work is anticipated to commence in February 2023.

ALTERNATIVES

1. The City Council may choose not to award a construction contract, reject all bids, and re-bid the project. This action is not recommended as re-bidding the project will delay the work and may result in increased costs.
2. Provide Staff with alternate direction.

CEQA REVIEW

The subject traffic signal improvements at the intersection of Vineland Avenue and Merced Avenue project is exempt from the California Environmental Quality Act (CEQA) pursuant to a class 1 (section 15201, existing facilities), subsection (c) exemption, which includes the repair, maintenance, and/or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety). The key consideration for a class 1 exemption is whether the project involves negligible or no expansion of an existing use.

LEGAL REVIEW

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

ATTACHMENTS

1. Contract agreement with Elecnor Belco Electric, Inc.

Section C CONTRACT DOCUMENTS

CONTRACT SERVICE AGREEMENT FOR

PROJECT NO. CIP 21-199 – Traffic Signal Modification at Merced Avenue and Vineland Avenue

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 21st day of December, 2022 by and between the CITY OF BALDWIN PARK, a municipal corporation, (herein "City") and Elecnor Belco Electric, Inc (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. The City requires removal and installation of signal poles, pedestrian heads, pedestrian push buttons, luminaires, street name signs, controllers, wiring, signing, striping, red curb, traffic control and miscellaneous appurtenant work. Contractor has represented to the City that Contractor is qualified to perform said services and has submitted a proposal to the City for the same.

B. The City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 **Scope of Services** – In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Special and Technical Provisions, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 **Documents Included in Contract** – This contract consists of the Notice Inviting Bids and Instructions to Bidders, Bid Documents, Proposal Schedule, Bid Bond (Bidder's Guarantee), Designation of Sub-contractors, Statement of Non-collusion by Contractor, Certification of Principal, Supplemental Information, Specifications, Plans, this Contract Services Agreement, Faithful Performance Bond, Labor and Materials Bond, Warranty Bond, Guarantee, Tax Identification Form, Workers' Compensation Certification, and any and all schedules and attachments to it which are incorporated as if fully set forth herein. In the event of an inconsistency, this Agreement shall govern.

1.3 **Compliance with Law** – All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 **Licenses, Permits, Fees, and Assessments** – Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of

the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all sub-contractors' compliance with this Section.

1.5 Familiarity with Work – By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work – The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties – Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all sub-contractors to comply with the provisions of this agreement.

1.8 Additional Services – City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Special Requirements – Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "A through C" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "A through C" and any other provisions of this Agreement, the provisions of Exhibit "A through C" shall govern.

1.10 Prevailing Wages Laws – In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a

general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the office of the City Clerk and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty-Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2. COMPENSATION

2.1 Contract Sum – For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Five hundred and four thousand three hundred and eighty eight (\$ 504,388.00) (herein "Contract Sum"), except as provided in Section 1.8. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 7.3 of this Agreement for retention of funds.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence – Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance – Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A", if any, and incorporated herein by this reference. When requested by the Contractor, the Contract Officer may approve extensions to the time period(s) specified in the Schedule of Performance in writing.

3.3 Force Majeure – The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 **Term** – Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer.

4. **COORDINATION OF WORK**

4.1 **Representative of Contractor** – The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

John Wong
Elecnor Belco Electric, Inc
14320 Albers Way, Chino, CA 91710

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 **Contract Officer** – The Contract Officer shall be such person as may be designated by the City Manager or City Engineer. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 **Prohibition Against Assignment** – The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 **Independent Contractor** – Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its sub-contractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, sub-contractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its sub-contractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work – Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation – City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

4.7 Trenches or Excavations – Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of this Agreement.
- c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance – The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
()	Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
()	Professional Liability Insurance (providing for a one- year discovery period)	\$1,000,000 limit
(X)	Workers' Compensation/Employers' Liability Insurance	Statutory \$1,000,000 per occurrence

CONDITIONS:

In accordance with Public Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted doing business in the State of California with a credit rating of "A" minus or better. This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the City Engineer, City of Baldwin Park, 14403 East Pacific Avenue, Baldwin Park, California 91706.

Any insurance maintained by the City of Baldwin Park shall apply in excess of and not combined with insurance provided by this policy.

The City of Baldwin Park, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements, is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its sub-contractor's performance of the work covered under this agreement.

Each contract between the Contractor and any sub-contractor shall require the sub-contractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification – Contractor shall indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, sub- contractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City, its officers, agents or employees, and in connection therewith:

- a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', sub-contractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.
- d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all sub-contractors.

5.3 Labor and Materials, Performance and Warranty Bonds – Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond, a performance bond and a warranty bond, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Sufficiency of Insurer or Surety – Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

5.5 Substitution of Securities – Pursuant to California Public Contract Code Section 22300, substitution of eligible 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.

6. RECORDS AND REPORTS

6.1 Reports – Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records – Contractor shall keep, and require sub-contractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents – All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law – This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes – In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 7.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3 Retention of Funds – Progress payments shall be made in accordance with the provisions of Section 2.2 of this agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

7.4 Waiver – No delay or omission in the exercise of any right or remedy by a non- defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any

subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative – Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action – In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages – Since actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in subsection 6-9 of the Standard Specifications and the Provisions of the Contract Specifications. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the scope of services. The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination for Default of Contractor – If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees – If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's

fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

8.1 Non-liability of City Officers and Employees – No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest – The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 **Covenant Against Discrimination** – Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Baldwin Park
 14403 East Pacific Avenue
 Baldwin Park, California 91706
 Attention: City Engineer

To Contractor: John Wong
 Elecnor Belco Electric, Inc
 14320 Albers Way. Chino, CA 91710

9.2 **Interpretation** – The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 **Integration; Amendment** – It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 **Severability** – In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 **Hiring of Undocumented Workers Prohibited** – Contractor shall not hire or employ any person to perform work within the City of Baldwin Park or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

9.6 **Unfair Business Practices Claims** – In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or sub-contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be

made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

9.7 Corporate Authority – The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.8 Legal Responsibilities – The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor their officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

9.9 Termination for Convenience – The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications, which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents, which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CONTRACTOR:

By:
(Print Name)

By: _____(Print Name)

Signature: _____

Signature: _____

Title: _____

Title: _____

Address: _____

Address: _____

CITY OF BALDWIN PARK, a municipal corporation

By: _____
Emmanuel J. Estrada, MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

City Attorney

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: December 21, 2022
SUBJECT: Appropriation of Funds for Professional Services Supporting Street Maintenance Operations

SUMMARY

This item seeks City Council approval of an appropriation of funds for professional services supporting maintenance and operations of the street maintenance division within the Public Works Department. The approved funds in the City's FY2022-23 Operations Budget are quickly being exhausted and are expected to be insufficient to perform essential services and properly maintain City infrastructure through the end of the current fiscal year. These services include power washing sidewalks along the City's downtown, sweeping services for various parking lots, cleaning of solar photovoltaic panels, routine maintenance of clarifiers at the City Yard, and emergency response services for spills and/or sewer overflows to protect storm drains and waterways.

RECOMMENDATION

It is recommended that the City Council:

1. Authorize an appropriation of funds in the amount not-to-exceed \$150,000 for Professional Services to support maintenance and operations of the Public Works Street Maintenance Division for the remainder of the current fiscal year FY2022-23; and
2. Authorize the Director of Finance to make the necessary appropriations and budget adjustments.

FISCAL IMPACT

There is no impact to the General Fund. Appropriation of funds will come from various funding sources and supplement accounts approved in the FY 2022-23 operations budget per table below:

Fund	Description	Amount
245	Sidewalk sanitizing and power washing Acct# – 245.50.551.51101.15705	\$25,000.00
254	Parking lot sweeping services Acct# – 254.50.560.51101.15734	\$30,000.00
258	Hazmat Cleanup / pickup services Acct# – 258.50.551.51101.00000	\$25,000.00
254	Sidewalk grinding services Acct# – 254.50.551. 51101.15705	\$15,000.00
251	Solar photovoltaic panel maintenance Acct# – 251.50.530.51101.00000	\$20,000.00
240	Street maintenance on drainage/culverts Acct# – 240.50.551. 51101.15705	\$35,000.00
Total amount		\$150,000.00

BACKGROUND

The Department of Public Works' Street Maintenance crew performs a variety of maintenance tasks throughout the city, including but not limited to, the operation of the bulky-item program, general pothole repairs, sidewalk repairs, illegal dump cleanups, and bus shelter maintenance. This year in particular, the maintenance footprint has expanded to include additional work above and beyond the budgeted scope. This includes items such as enhancing the cleanliness of the downtown area, responding to emergency situations like spills and or overflows to protect drainage and waterways, handling the maintenance of city-wide solar photovoltaic panels to ensure panels are producing adequate power,

and performing plumbing services of storm drains to ensure drains and culverts are properly flowing to prevent major blockages. Also, due to industry-wide materials procurement and supply chain issues, maintenance operations have experienced an increase in expenditures, particularly related to the sharp increase in fuel and construction related costs. Furthermore, maintenance staff levels have been acutely low due to various retirements, FMLA leave, and injuries for which the Street Maintenance crew have had to provide coverage for. These combined factors have led to a backlog in street maintenance. Although, the crew has made great strides to catch up on the work, it requires professional services support to meet demand.

DISCUSSION

Approval of this appropriation will allow the Department of Public Works to move forward with procurement of quotes for various purchase orders for much needed professional services through the end of the fiscal year on June 30, 2023. These services would allow the Public Works Department to take on a more proactive maintenance strategy to help reduce liability and major degradation of city infrastructure. The professional services vendors will largely deal with items that require specialized equipment and certifications to safely perform the work without damaging systems and equipment. The professional services provided would help supplement City's in-house efforts and free up staff resources so that they can focus on catching up on much needed overdue tasks such as repainting of traffic markings, curb painting, sign installation requests, and various other work items. As an added benefit, the appropriation will reduce the need for overtime resources that would be necessary to complete these tasks if they were to be done in-house.

Staff anticipates working with various vendors to accomplish the work. Staff will solicit a minimum of three quotes from various vendors which will then be selected per the City's Procurement Policy. Below is a summary of the services to be provided and the not-to-exceed amounts:

Item	Description of Services	Amount
1	Sanitizing and power washing sidewalks throughout the City's downtown area	\$25,000
2	Parking Lot Sweeping Services: All downtown areas along Ramona Blvd., Metrolink Parking, and Park Parking lots.	\$30,000
3	Scheduled and Emergency Hazmat pickup and clean-up. This service will be on an as-needed basis to pump out sweeper clarifier 3x a year.	\$25,000
4	Solar Photovoltaic Panel Maintenance and inspection – City has several systems throughout the City. These systems require regular cleaning and monitoring to ensure panels are receiving optimal sunlight.	\$15,000
5	Sidewalk grinding services – vendor will be able to grind any existing displacements on sidewalks. This service will allow department to take a proactive approach and create a safer walking environment to the public.	\$20,000
6	Plumbing services for various street requests. Requests include video inspections and jetting of any drainage or culverts. Emergency work will be performed on an as-needed basis.	\$35,000

Staff recommends approval of this appropriation for the current fiscal year only. Moving forward, staff will review and include the items proactively in the general operations budget depending on the need during the development of the City's budget.

ALTERNATIVES

1. The City Council may choose not to approve this item and defer the maintenance activities to subsequent fiscal years. This action is not recommended as it may have a negative impact on the general upkeep of the city which may be more costly to address in the future.
2. Direct staff with a different alternative.

CEQA REVIEW

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

LEGAL REVIEW

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

ATTACHMENTS

1. None

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: December 21, 2022
SUBJECT: Approve Final Tract Map No. 83377 to subdivide one (1) lot into seven (7) lots to facilitate the construction of six (6) attached condominium townhome units with one (1) common lot

SUMMARY

This report seeks Council consideration for the approval of Final Tract Map No. 83377 pursuant to the State Subdivision Map Act and Section 152.10 of the City of Baldwin Park's Municipal Code.

RECOMMENDATION

It is recommended that the City Council accept the Final Tract Map No. 83377 and authorize the City Clerk and staff to sign the Final Tract Map.

FISCAL IMPACT

There is no impact to the City's General Fund.

BACKGROUND

The subject Tract is located at 4437 Stewart Avenue, located between Los Angeles Street and Rockenbach Street. The property will have access through Stewart Avenue. The property is 18,600 square feet in area.

On May 26, 2021, Planning Commission approved Tentative Tract Map No. 83377 (Resolution PC 21-07), PR 18-76 to subdivide one (1) lot into seven (7) lots to facilitate the construction of six (6) attached condominium townhome units with one (1) common lot within the R-3, Multi-Family Residential Zone, pursuant to table 152.10 of the City's Municipal Code. Staff has reviewed the Final Tract Map and finds that it substantially conforms to the Tentative Tract Map conditions of approval. Upon approval and submittal of the improvement bonds, the map will be released for recordation at the Los Angeles County Recorder's Office.

ALTERNATIVES

A Final Tract Map that is in substantial compliance with the previously approved tentative map cannot be denied approval (Government Code §66474.1). Further, if the Final Tract Map is not approved at the first meeting or at the subsequent meeting from when the Final Tract Map was presented for approval and the map is in conformance with the requirements of the Subdivision Map Act, the map will be deemed approved without any further action by the City Council (Government Code §66458). Since the Final Tract Map is both in substantial compliance with the previously approved tentative map and it is in conformance with the requirements of the Subdivision Map Act, there is no alternative but to approve.

CEQA REVIEW

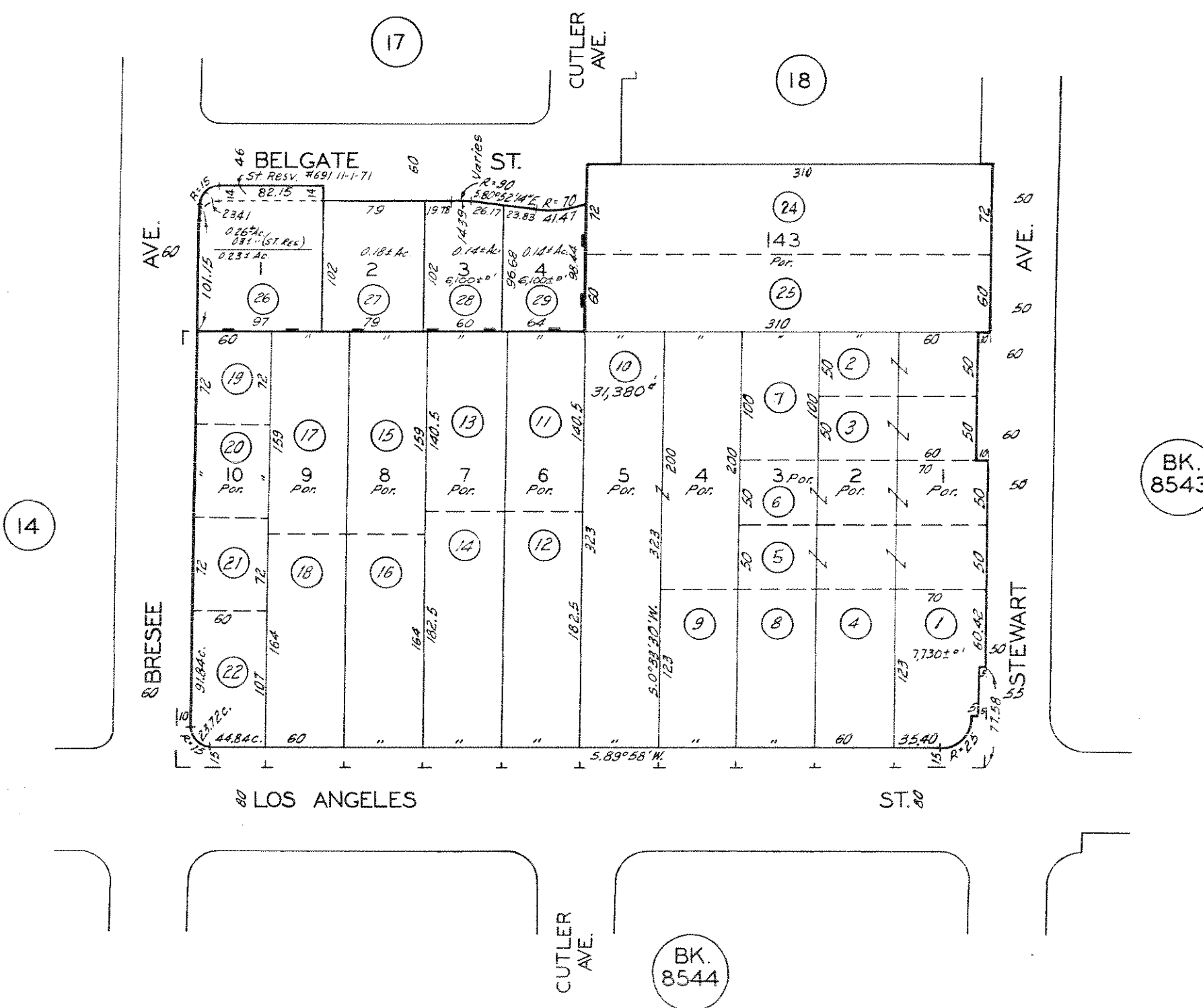
Staff has determined that this case is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article 19, Section 15303 (New Construction of Small New Facilities) and Section 15315 (Minor Land Divisions) of the CEQA Guidelines. Therefore, no further environmental analysis is required.

LEGAL REVIEW

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

ATTACHMENTS

1. Los Angeles County Assessor's Map
2. Final Tract Map No. 83377
3. Resolution PC 21-07

CODE
2088PARCEL MAP
TRACT NO. 4624P.M. 34 - 63
M.B. 68 - 33FOR PREV. ASSM'T SEE:
8537-27 & 28ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

1 LOT
18,600 SQ. FT. (GROSS)
18,000 SQ. FT. (NET)

TRACT NO. 83377

SHEET 1 OF 3 SHEETS

IN THE CITY OF BALDWIN PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 143 OF TRACT NO.
4624, AS PER MAP RECORDED IN BOOK 68 PAGE 33 OF MAPS, IN
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

ALFRED J. THELWELL, LS 6999 SO CAL ENGINEERING, INC. JUNE, 2021

OWNER’S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE
LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE
DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING
OF SAID MAP AND SUBDIVISION.

WE ALSO HEREBY DEDICATE TO THE PUBLIC USE THE ALL STREET, HIGHWAYS,
AND OTHER PUBLIC WAYS SHOWN ON THIS MAP.

WE ALSO HEREBY DEDICATE TO THE PUBLIC USE AN EASEMENT FOR SEWER AND
INCIDENTAL PURPOSES AS SHOWN ON THIS MAP.

ACACIA STAR PROPERTIES, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)

GRACE SHU-CHEN CHEN,
MANAGING MEMBER

MING CHIAO LIN,
MANAGING MEMBER

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 _____)
ON _____ BEFORE
ME,
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 _____
NAME OF NOTARY _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN
_____ COUNTY.

CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM FOR 6 UNITS, WHEREBY THE
OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN
THE COMMON AREAS WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS
AND UTILITY EASEMENTS FOR THE UNITS.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N 00°33’30” E OF
THE CENTERLINE OF STEWART AVENUE AS SHOWN ON TRACT NO. 4624 FILED IN
BOOK 68, PAGE 33 OF MAPS, RECORDS OF LOS ANGELES COUNTY.

LOS ANGELES COUNTY TAX CERTIFICATES

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____
HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND
SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF
TRACT NO. 83377 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____
DEPUTY DATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS
HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS
66492 AND 66493 OF THE SUBDIVISION MAP ACT.

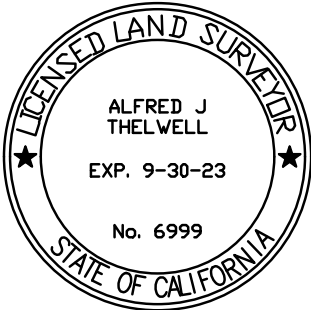
EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____
DEPUTY DATE

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON
A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION
MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ACACIA STAR
PROPERTIES, LLC. ON JUNE 3, 2021. I HEREBY STATE THAT ALL THE
MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED
OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE TWENTY FOUR MONTHS
FROM THE FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL
BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS
FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED
TENTATIVE MAP.
I HEREBY STATE THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN.

ALFRED J. THELWELL LS 6999
EXPIRES: 9/30/2023



CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS
SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP
AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE
SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE
CITY OF BALDWIN PARK APPLICABLE AT THE TIME OF APPROVAL OF THE
TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT
THIS MAP IS TECHNICALLY CORRECT.



DAVID G. GILBERTSON DATE
ACTING CITY ENGINEER
P.L.S. NO. 6941

CITY PLANNER’S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT ALL
PROVISIONS OF APPLICABLE ZONING ORDINANCES OF THE CITY OF BALDWIN
PARK HAVE BEEN COMPLIED WITH.

RON GARCIA DATE
CITY PLANNER, CITY OF BALDWIN PARK

CITY CLERK’S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF BALDWIN PARK
AT A REGULAR MEETING HELD ON THE ____DAY OF _____, 20____
APPROVED THIS MAP.

SAID CITY COUNCIL DID ACCEPT ON BEHALF OF THE PUBLIC, ALL STREET,
HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON THIS MAP.

SAID COUNCIL DID ACCEPT ON BEHALF OF THE PUBLIC, THE EASEMENT FOR
SANITARY SEWER PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES
INCIDENT THERETO, INCLUDING THE RIGHT TO MAKE CONNECTION THEREWITH
FROM ANY ADJOINING PROPERTIES.

MARLEN GARCIA DATE
CITY CLERK
CITY OF BALDWIN PARK

CITY TREASURER’S STATEMENT:

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE
JURISDICTION OF THE CITY OF BALDWIN PARK, TO WHICH THE LAND INCLUDED
IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH
MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

MARIA A. CONTRERAS DATE
CITY TREASURER
CITY OF BALDWIN PARK

1 LOT
18,600 SQ. FT. (GROSS)
18,000 SQ. FT. (NET)

TRACT NO. 83377

SHEET 2 OF 3 SHEETS

IN THE CITY OF BALDWIN PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

ALFRED J. THELWELL, LS 6999 SO CAL ENGINEERING, INC. JUNE, 2021

SIGNATURE OMISSIONS

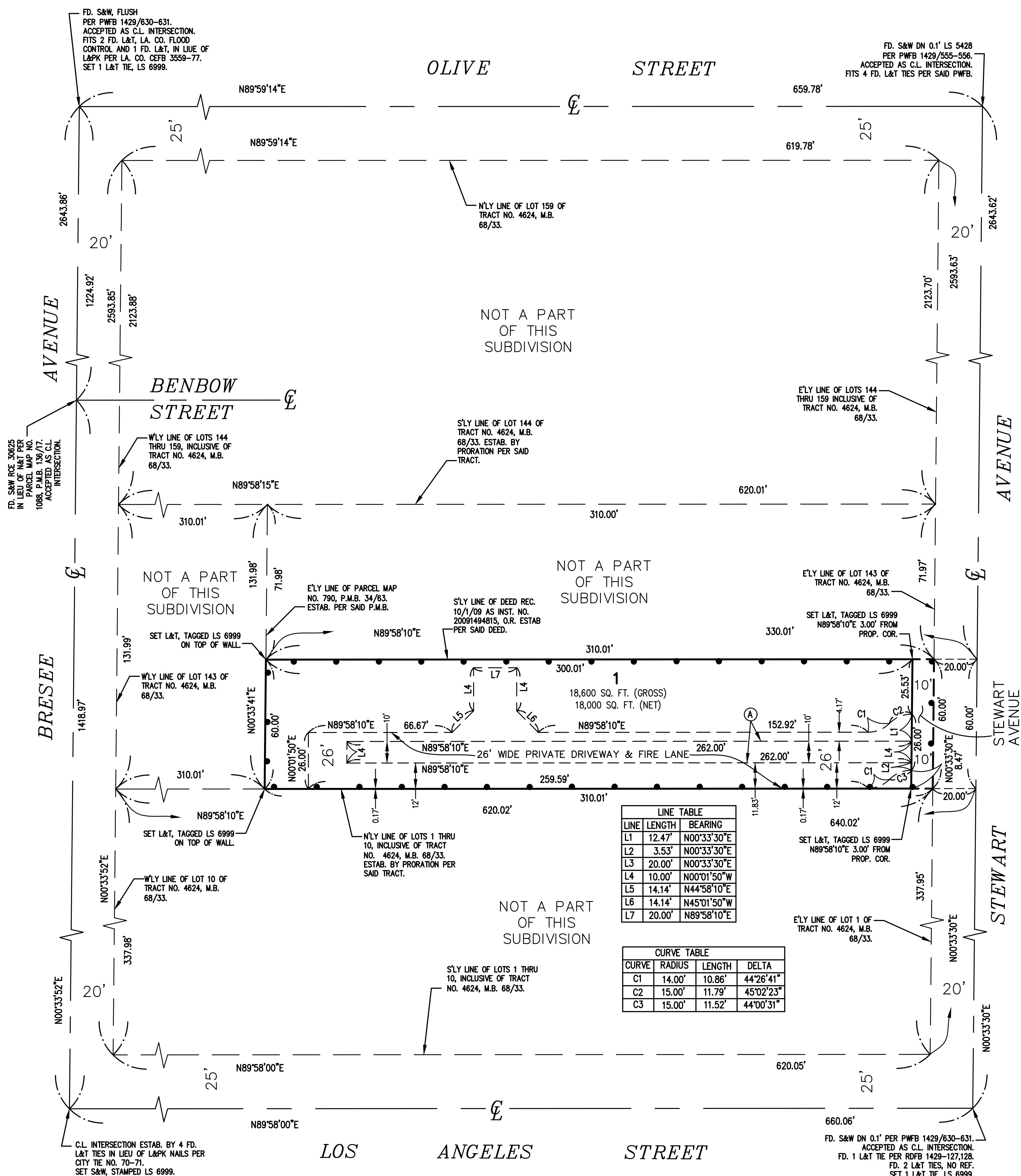
THE SIGNATURE(S) OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 (a)(3)(A) (I-VIII) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE(S) ARE NOT REQUIRED BY THE LOCAL AGENCY.

FRANK A WERNER, A SINGLE MAN, HOLDER OF AN EASEMENT FOR WATER PIPE LINES RECORDED ON MARCH 13, 1926 IN BOOK 5861, PAGE 44 AND ON FEBRUARY 16, 1929 IN BOOK 7364, PAGE 322, BOTH OF OFFICIAL RECORDS. SAID EASEMENT IS INDETERMINATE IN NATURE.

SHEET 3 OF 3 SHEETS

JUNE, 2021

(A) 10' WIDE EASEMENT TO THE CITY OF BALDWIN PARK FOR SEWER AND INCIDENTAL PURPOSES.





CITY OF BALDWIN PARK

STAFF REPORT

TO: Honorable Chair and Planning Commissioners

FROM: Ron Garcia, City Planner

DATE: May 26, 2021

SUBJECT: A request for consideration to subdivide one (1) lot into six (7) lots within the R-3 Multi-Family Residential Zone for the construction of five (6) attached three-story residential condominium townhome units and one (1) common lot, pursuant to Table 152.10 in the City's Municipal Code. (Location: 4437 Stewart Avenue; Applicant: Brian Chen for EGL Associates; Case Numbers: PR 18-76, and TTM-83377).

PURPOSE

This report represents a request for consideration of a Tentative Tract Map (TTM-83377) to subdivide one (1) lot into seven (7) lots for development of six (6) condominium townhome units and one common area lot, pursuant to Table 152.10 of the City's Municipal Code.

CEQA/NOTICING REQUIREMENTS

Staff has determined that this case is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article 19, Section 15303 (New Construction of Small New Facilities) and Section 15315 (Minor Land Divisions) of the CEQA Guidelines. Therefore, no further environmental analysis is required.

A Notice of Public Hearing was posted at City Hall, the Esther Snyder Community Center, and Barnes Park on Thursday, May 13, 2021. Public Hearing Notices were mailed on the same day to all property owners and occupants within a 300-foot radius of the subject site.

PROPERTY HISTORY

The property associated with this request has had no prior entitlement applications before the Planning Commission, Zoning Administrator, or City Council.

BACKGROUND

The subject property's General Plan Land Use designation of "Multi-Family Residential" (MFR) is consistent with the property's "Multi-Family Residential" (R-3) zoning designation. The property is one parcel with a lot area of approximately 0.42 acres (18,600 SF). The lot's shape is rectangular in shape and is generally flat.

The parcel is currently developed with a single family home that will be demolished for the construction of the proposed project.

Adjacent zoning and land uses are listed in the following Table #1:

TABLE #1
ADJACENT ZONING & LAND USE

ADJACENT PROPERTY LOCATION	ZONING	PROPERTY USE
Subject Site	R-3 (Multi-Family Residential)	Single-Family Residences
North	R-3 (Multi-Family Residential)	Multi-Family Apartment Units
East	R-1 (Single-Family Residential)	Single Family Residences
South	R-3 & R-1 (Multi and Single-Family Residential)	Single-Family Residences/Multi-Family Apartment Units
West	R-1 (Single-Family Residential)	Single Family Residences

DISCUSSION

The proposed project requires the approval of a tentative tract map and development plan/design review to allow the proposed building architecture and site layout. The site plan layout consists of six (6) three-story attached residential units. A single driveway is proposed down the southerly portion of the project to provide vehicular access to the dwelling units along the route. The .42-acre site is relatively flat. The site contains a single family dwelling, which will be demolished as part of the project.

Common open space is proposed approximately in the center and rear area of the development between unit two (2) and unit three (3) and unit six (6) with a combined total of approximately 1,536 SF. The common open space areas include a decorative pergola, BBQ area, dog run area with picnic tables. A condition of approval requires City approval of a landscape plan prepared by a licensed landscape architect.

The project proposes a Spanish architectural design. Architectural features include a hip-style roof with concrete s-tile material, exposed wood rafter tails, wood corbels and paneling, stucco exterior with smooth stucco window trim finish, vinyl windows of varying shapes, wood shutters, and decorative wrought iron planter boxes. The combination of materials and architectural variation reduces the scale and massing of the proposed structures. The HOA will be responsible for maintaining the exteriors of the buildings, including the garage doors and roofs.

The applicant is proposing two (2) different floor plans, each containing between three (3) and four (4) bedrooms, with three (3) bathrooms. All of the dwelling units are three stories with an attached two-car garage on the first floor. Floor areas range from 3,044 to 3,188 square feet of livable area.

Table #2 below provides detailed information on unit floor areas (excluding garages) and private open space areas.

TABLE #2
UNIT DETAILS

UNIT NUMBER	FLOOR AREA*	BEDS/BATHS	PRIVATE OPEN SPACE AREA
1&2	3,044 sf	3 beds/3 baths	325 sf
3&4	3,188 sf	4 beds/3 baths	325 sf
5&6	3,188 sf	4 beds/3 baths	325 sf

* Excludes garage area

Table #3 below demonstrates that the project complies with all development standards for the R3, Multi-Family Residential zone.

TABLE #3
DEVELOPMENT STANDARDS

<i>Development Standards</i>	<i>Code Required</i>	<i>Project Proposed</i>
Lot area - minimum	5,000 sf	18,600 sf
Lot depth - minimum	50 ft	310 ft
Lot width - minimum	50 ft	60 ft.
Lot coverage - maximum	60 %	25.02 %
Front yard setback - minimum	15 ft	20 ft
Side Yard setback - minimum	10 ft	10 ft
Rear yard setback - minimum	10 ft	20-26 ft
Open space area, common - minimum	250 sf/du (1,500 sf)	256 sf/du (1,536 sf total)
Open space area, private - minimum	200 sf/du (1,200 sf)	325 sf/du (1,950 sf total)

<i>Development Standards</i>	<i>Code Required</i>	<i>Project Proposed</i>
Density - maximum	20 du/ac	8.5 du/ac
Building height - maximum	35 ft	34 ft
Building length - maximum	125 ft	66 ft
Distance between buildings - minimum	10 ft	44 ft
Floor areas - minimum		
Three bedrooms	1,100 sf	3,044 sf
Four bedrooms	1,300 sf	3,188 sf
Parking – minimum Condominiums	2 car garage (1 guest parking space for every 3 dwelling units)	2 Car Garage 2 Guest Spaces

Parking and Circulation

The BPMC Section 153-150.040 requires two (2) parking spaces per unit, and one (1) guest parking space for every 3 dwelling units. A total of fourteen (14) parking spaces will be provided – each unit will have a two-car garage, and a total of two (2) guest parking spaces for the project.

Based on the requirements of the Municipal Code, the project is required to provide a minimum of a two-car garage per unit and a total of one (1) guest parking space for every 3 dwelling units. The project as proposed meets the parking requirements of the BPMC. A Condition of Approval included in the tentative tract map requires that the CC&Rs state that the parking or storage of recreational vehicles [RVs, trailers, boats, all-terrain vehicles (ATVs), etc.] is prohibited.

Tentative Tract Map

As a prerequisite for the proposed development, approval of a tentative tract map is required. The Applicant is proposing to subdivide one lot into a six (7) lots for a total of six (6) condominium units and one (1) common area lot for circulation, guest parking, and common open space areas. The common areas shall be fully maintained privately by an established Home Owner's Association. Further, Covenant, Conditions and Restrictions (CC&R's) will be required as part of the project to address on-going maintenance and upkeep of all common areas, including driveways, walls, and common area landscaping.

The site's General Plan Land Use designation of "Multi Family Residential" (MFR) allows a maximum density of 20 units per acre. The proposed project density will be 14.05 units per acre. Based on the lot size the project density is 8.5 units per acre. However, the applicant is proposing to develop six (6) units.

Development Plan/Design Review

The proposed six unit condominium development requires the submittal of a Development Plan/Design Review application which shall be considered for approval by the Planning Commission, following a recommendation from the Design Review Committee. Prior to submitting a tentative tract map application for the proposed project, a Development Plan/Design Review application was submitted and reviewed and tentatively approved by the Design Review Committee on May 3, 2021. Therefore, the Planning Commission may consider the development in conjunction with the proposed subdivision request.

GENERAL PLAN CONSISTENCY

The project site is designated as “Multi-Family Residential” (MFR) in the City of Baldwin Park General Plan. The proposed project is consistent with the following General Plan goals and policies.

Land Use Goal 1.0 Maintain a balanced mix and distribution of land uses throughout Baldwin Park

Land Use Policy 1.1 Provide opportunities for housing development at a range of densities and housing types that accommodate the varied interests and needs of present and future residents.

Land Use Goal 2.0 Accommodate new development that is compatible with and compliments existing conforming land uses.

Housing Element Goals:

Goal 1.0 Maintain and enhance the quality of existing housing and residential neighborhoods in Baldwin Park.

Policy 1.2 Promote the rehabilitation of substandard and deteriorating housing in areas designated for long term residential use. Promote efforts to remove substandard units which cannot be rehabilitated.

Goal 3.0 Provide adequate residential sites through appropriate land use and zoning designations to accommodate the City’s regional share of housing needs.

Policy 3.1 Provide for a range of residential development types in Baldwin Park, including low density single-family homes, small lot single-family subdivisions, medium-density townhomes, and higher-density apartments and condominiums.

RECOMMENDATION

Staff recommends that the Planning Commission open the public hearing and following the public hearing adopt Resolution PC 21-07 entitled, **“A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BALDWIN PARK APPROVING A TENTATIVE TRACT MAP TO SUBDIVIDE ONE (1) LOT INTO SEVEN (7) LOTS TO FACILITATE THE CONSTRUCTION OF SIX (6) ATTACHED CONDOMINIUM TOWNHOME UNITS WITH ONE (1) COMMON LOT WITHIN THE R-3, MULTI-FAMILY RESIDENTIAL ZONE, PURSUANT TO TABLE 152.10 OF THE CITY’S MUNICIPAL CODE (LOCATION: 4437 STEWART AVENUE; APPLICANT: BRIAN CHEN FOR EGL ASSOCIATES; CASE NUMBERS: PR 18-76, AND TTM-83377).”**

Subject to the conditions listed in the resolution.

FINDINGS OF FACT—TENTATIVE TRACT MAP

1. *Adequate systems designed, and constructed to provide all necessary utilities to each lot proposed to be created, including, but not limited to, facilities for water, natural gas, electricity, cable television and telecommunications telephone services.*

Comments and conditions have been addressed in the findings and are included, as applicable, as conditions of approval of the tentative parcel map. Additionally, staff includes a general condition of approval that any and all conditions from outside agencies and utility companies shall be met or provided for prior to finalizing the tentative tract map.

2. *An adequate domestic water distribution system designed and constructed to service each lot proposed to be created.*

Valley County Water District is the the purveyor in the area and water would be provided to the subject property by Valley County Water District.

3. *An adequate sewage system designed and constructed to serve each lot proposed to be created.*

The proposed project shall comply with any conditions of approval as imposed by the Sanitation District of Los Angeles County prior to approval of the final map by the City of Baldwin Park.

4. *An adequate storm water drainage system designed and constructed to serve each lot proposed to be created.*

The Public Works Department conditions of approval require that off-site improvements may be required and may include storm drains. Provided that the applicant meets the conditions of approval for development, there will be adequate storm water drainage for the subject property.

5. *An adequate public and/or private street and/or alley system designed and constructed to serve each lot proposed to be created.*

The Public Works Department has determined that there is adequate public street system to serve the lot. Conditions of approval require public right-of-way reconstruction of damaged improvements as a result of construction.

6. *An adequate traffic regulatory system, including necessary traffic signals, signs, pavement markings and stripings.*

The City's Public Works Department has concluded that the current conditions will provide for an adequate traffic regulatory system.

7. *The undergrounding of utilities pursuant to Chapter 97, part 2 (Underground Utility Districts) of the Municipal Code.*

Pursuant to Chapter 97 of the City's Municipal Code all new utilities to the subject property shall be undergrounded. This requirement is also addressed as part of the overall plan check requirements and review of the final map.

8. *Any and all other improvements found necessary by the City to provide all services to each lot proposed to be created.*

Staff is of the opinion that provided that the applicant obtains approval by the Planning Commission of the Tentative Tract Map and meets and/or exceeds the conditions of approval, the new lot would have adequate service and could be subdivided such that the new lot would be consistent with the City's codes.

9. *In addition to the improvements as required by the City's Municipal Code and Departments, there are also design requirements for the proposed tentative tract map that need to be met. Pursuant to Section 152.12 of the City's Municipal Code, the design of the subdivision shall conform to the requirements of this Chapter 152, any and all design requirements set forth in the General Plan, the design and development standards established for the associated zoning district per the Zoning Code, the applicable design guidelines set forth in the Design Guidelines Manual, generally accepted engineering standards, and to such standards required by the City, including, but not limited to, plans for grading and erosion control.*

The Planning Division has reviewed the proposed subdivision of the proposed lot meets the minimum development standards contained within the Municipal (Zoning) Code, including, setbacks, density, and height..

Additionally the tentative tract map is consistent with Goal 2.0 of the Land Use Element of the General Plan which states "accommodate new development that is compatible with and compliments existing conforming land uses" as the proposed parcels meet the existing development standards contained in the Code.

The Public Works Department, as part of their comments, has included a requirement for the applicant to submit plans relating to grading and erosion control for review and approval.

ATTACHMENTS

- #1, Tentative Tract Map No.83377, Resolution PC 21-07
- #2, Vicinity Map
- #3, Exhibit “A”, Architectural Plans

ATTACHMENT #1
RESOLUTION OF APPROVAL PC 21-07

RESOLUTION PC 21-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BALDWIN PARK APPROVING A TENTATIVE TRACT MAP TO SUBDIVIDE ONE (1) LOT INTO SEVEN (7) LOTS TO FACILITATE THE CONSTRUCTION OF SIX (6) ATTACHED CONDOMINIUM TOWNHOME UNITS WITH ONE (1) COMMON LOT WITHIN THE R-3, MULTI-FAMILY RESIDENTIAL ZONE, PURSUANT TO TABLE 152.10 OF THE CITY'S MUNICIPAL CODE (LOCATION: 4437 STEWART AVENUE; APPLICANT: BRIAN CHEN FOR EGL ASSOCIATES; CASE NUMBERS: PR 18-76, AND TTM-83377)

THE PLANNING COMMISSION OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Baldwin Park does hereby find, determine, and declare as follows:

(a) An application ("Applications") for a development plan, and a tentative tract map, were submitted on behalf of the owner of certain real property, located at 4437 Stewart Avenue in the City of Baldwin Park, described more particularly in the Application on file with the City Planner; and

(b) The Application is sought to allow the approval of a Tentative Tract Map to subdivide one (1) lot into seven (7) lots for development of six (6) condominium townhome units and one common area lot within the R-3, Multi-Family Residential, Zone pursuant to Tables 152.10 of the City's Municipal Code; and

(c) That a duly noticed public hearing was held on May 13, 2021 on said Application by the Planning Commission, and based upon evidence presented including applicable staff reports and each member of the Commission being familiar with the property, it was determined that the facts as required by the Baldwin Park Municipal Code for the granting of the Application is present and the Application should be approved; and

(d) Pursuant to the California Environmental Quality Act (CEQA), the proposed project is considered to be exempt (Section 15303 (New Construction of Small New Facilities) and Section 15315 (Minor Land Divisions) in that the projects consists of the development of five (5) residential units within an urbanized area in conjunction with a subdivision.

(e) Each fact set forth in the staff report dated May 26, 2021 from Ron Garcia, City Planner to the Chair and Planning Commissioners ("Staff Report") is true and correct.

SECTION 2. That the Planning Commission does hereby adopt the following findings applicable to the approval of the tentative parcel map.

a) Adequate systems designed, and constructed to provide all necessary utilities to each lot proposed to be created, including, but not limited to, facilities for water, natural gas, electricity, cable television and telecommunications telephone service.

Comments and conditions have been addressed in the findings and are included, as applicable, as conditions of approval of the tentative tract map. Additionally, staff includes a general condition of approval that any and all conditions from outside agencies and utility companies shall be met or provided for prior to finalizing the tentative tract map.

b) An adequate domestic water distribution system designed and constructed to service each lot proposed to be created.

Valley County Water District is the the purveyor in the area and water would be provided to the subject property by Valley County Water District.

c) An adequate sewage system designed and constructed to serve each lot proposed to be created.

The proposed project shall comply with any conditions of approval as imposed by the Sanitation District of Los Angeles County prior to approval of the final map by the City of Baldwin Park.

d) An adequate storm water drainage system designed and constructed to serve each lot proposed to be created.

The Public Works Department conditions of approval require that off-site improvements may be required and may include storm drains. Provided that the applicant meets the conditions of approval for development, there will be adequate storm water drainage for the subject property.

e) An adequate public and/or private street and/or alley system designed and constructed to serve each lot proposed to be created.

The Public Works Department has determined that there is adequate public street system to serve the lot. Conditions of approval require public right-of-way reconstruction of damaged improvements as a result of construction.

f) An adequate traffic regulatory system, including necessary traffic signals, signs, and pavement markings and stripings.

The City's Public Works Department has concluded that the current conditions will provide for an adequate traffic regulatory system.

g) The undergrounding of utilities pursuant to Chapter 97, part 2 (Underground Utility District) of the Municipal Code.

Pursuant to Chapter 97 of the City's Municipal Code all new utilities to the subject property shall be undergrounded. This requirement is also addressed as part of the overall plan check requirements and review of the final map.

h) Any and all other improvements found necessary by the City to provide all services to each lot proposed to be created.

Staff is of the opinion that provided that the applicant obtains approval by the Planning Commission of the Tract Map and meets and/or exceeds the conditions of approval, the new lot would have adequate service and could be subdivided such that the new lot would be consistent with the City's codes.

i) In addition to the improvements as required by the City's Municipal Code and Departments, there are also design requirements for the proposed tentative parcel map that need to be met. Pursuant to Section 152.12 of the City's Municipal Code, the design of the subdivision shall conform to the requirements of this Chapter 152, any and all design requirements set forth in the General Plan, the design and development standards established for the associated zoning district per the Zoning Code, the applicable design guidelines set forth in the Design Guidelines Manual, generally accepted engineering standards, and to such standards required by the City, including, but not limited to, plans for grading and erosion control.

The Planning Division has reviewed the proposed subdivision of the proposed lot meets the minimum development standards contained within the Municipal (Zoning) Code, including, setbacks, density, and height.

Additionally the parcel map is consistent with Goal 2.0 of the Land Use Element of the General Plan which states "*accommodate new development that is compatible with and compliments existing conforming land uses*" as the proposed parcels meet the existing development standards contained in the Code.

The Public Works Department, as part of their comments, has included a requirement for the applicant to submit plans relating to grading and erosion control for review and approval.

SECTION 3. The Application, as herein above described below, and the same is hereby approved subject to the following conditions:

(a) That the property shall be developed and maintained in substantial accordance with Exhibit "A" to the staff report for TM-83377 and PR 18-76, dated May 26, 2021; and

(b) Covenants, conditions, & restrictions (CC&R's) and a Homeowner's Association (HOA) (or equivalent) as approved by the California Department of Real Estate shall be incorporated into the development. CC&R's shall be subject to review and approval by the City Attorney's Office at the expense of the Applicant.

(c) The CC&Rs shall include the following:

1. No addition of habitable space is permitted.
2. No permanent ground floor patio covers are permitted. Non-permanent patio covers are permitted.
3. Parking on driving aisles is prohibited.
4. Garages shall be used to park vehicles.
5. All exterior maintenance of the structures will be the responsibility of the HOA, including garage doors, windows, exterior architectural materials and roof.
6. Cleanup of graffiti is the responsibility of the Homeowners Association (HOA).
7. Trees located on the subject property shall not be removed without the City's (Tree Officer) written approval.
8. Front yard fencing within the front yard setback is prohibited except that of the approved fence proposed for the development.
9. Installation of bright flood light fixtures are prohibited along the street frontage.

a) Prior to the issuance of building permits, the applicant shall draft a Prospective Homebuyer's Awareness Package (PHAP), and submit it to the Planning Director for review and approval. Copies of signed copies of PHAP for all lots shall be submitted to the Planning Department. Such package shall include:

1. A standardized cover sheet as approved by the Planning Department.

2. Zoning and General Plan information.
3. School information.
4. Special assessment district information.
5. Utility providers
6. A copy of the Covenants, Conditions and Restrictions (CC&Rs) applicable to the project.
7. Any additional information deemed necessary by the Planning Department, Planning Commission, or City Council for the full disclosure of pertinent information.

(d) The Homeowner's Association (HOA) or equivalent, or the CC&R's shall be responsible for the following:

- a. On-going maintenance and upkeep of any trees in accordance with the City's Standards on private property within the front yard between the public right-of-way and the structures; and
- b. On-going maintenance and upkeep of any landscaping within the front yard between the public right-of-way and the structures.

(e) The proposed project is subject to Water Efficient Landscape Standards, pursuant to Section 153.160.020 of the Baldwin Park Municipal Code. In Accordance with Section 153.160.060, please submit a revised Preliminary Landscape Design Plan along with the subsequent Design Review resubmittal. After the project has been tentatively approved by the Design Review Committee and after entitlements are approved by the Planning Commission, the applicant shall submit a Landscape Documentation Package during Building Plan Check pursuant to Section 153.160.080. The Landscape Documentation Package shall incorporate the Preliminary Design Plan. Landscape and Irrigation plans shall be prepared by a California licensed landscape architect.

(f) Decorative block walls shall be provided around the perimeter of the entire project site. A typical elevation rendering (with materials identified) of the proposed perimeter wall shall be included on the plans submitted for plan check.

(g) All lighting shall be automatically controlled and shall be architecturally consistent.

(h) The Final Map shall comply with the time frames as contained within the California Subdivision Map Act.

(i) Project proposal shall be subject to any and all comments and conditions imposed by the Los Angeles County Fire Department.

(j) All units within the proposed project shall be subject to development impact fees including, but not limited to the following:

- a. Public Art
- b. Parkland In-Lieu (Quimby)
- c. Traffic Congestion
- d. Flood Control
- e. Law Enforcement Impact Fee
- f. General Plan/Technology

(k) Applicant shall provide a check in the amount of \$75.00 made payable to the Los Angeles County Clerk for the filing of the Notice of Exemption pursuant to the CEQA Guidelines.

(l) If within two (2) years after the date of approval of TM-83377 and PR 18-76, all conditions of approval have not been satisfied, then TM-83377 and PR 18-76 shall become null and void; and

(m) That the applicant shall sign a notarized affidavit within ten (10) days of the date of this resolution stating that the applicant has read and accepts all of the conditions of approval.

Building:

(n) Based on the information provided, the following preliminary comments and issues appear to be applicable to this project and need further investigation by the applicant. These issues should be resolved prior to submittal for Building Section plan check. The issuance of any building permit is subject to the plan check of a complete submittal, which may result in subsequent corrections.

(o) All Conditions of Approval as approved by the Planning Commission shall appear as notes on the plans submitted for building plan check and permits.

(p) Building design shall comply with the Current Edition of the California Building Code (CBC).

(q) Separate application(s), plan check(s), and permit(s) is/are required for:

1. Grading (see Engineering Division for requirements)

2. Demolition work
 3. Retaining walls (see Engineering Division for requirements)
 4. Block walls exceeding 6 feet in height
 5. Fire sprinkler/Alarm systems (see LA County Fire Department Prevention Division for requirements)
 6. Each separate structure/building
 7. Plumbing
 8. Mechanical
 9. Electrical
- (r) Complete architectural plans prepared a by State licensed architect will be required. Submit design for review at formal plans review.
- (s) Complete structural plans with calculations by State licensed engineer or architect will be required. Submit design for review at formal plans review.
- (t) Compliance to California T-24 Energy regulations will be required. Submit design for review at formal plans review.
- (u) Compliance to California Green Building Standards Code will be required. Submit design for review at formal plans review.
- (v) Separate plumbing, mechanical and electrical plan check will be required. Submit design for review at formal plans review.
- (w) A soils and geology report is required to address the potential for and the mitigation measures of any seismic induced landslide/liquefaction. Soils report shall address foundation design and site preparation requirements.
- (x) Los Angeles County Fire Department approval is required for the proposed occupancy. Contact (626) 974-8335 for plans review submittal requirements.
- (y) All new on-site utility service lines shall be placed underground. BPMC Section 153.140.050.
- (z) A complete code analysis is required. Address type of construction, occupancy, exiting, allowable areas, allowable heights, etc. Provide a summary on the drawing.
- (aa) Compliance with the State of California Accessibility regulations is required. Design to comply with CBC Chapter 11A, including:

- a. Building entrances shall be provided with an accessible path of travel connecting the building entrances from the public sidewalk, accessible parking, and other buildings or essential facilities located on the site.
- b. Accessible parking:
- c. 10 percent of the units, but no less than one, shall be accessible complying with CBC§ 1102A.3.

- (bb) Provide fire sprinklers complying with CBC § 903.3.1 for the following projects:
- (cc) In all new one/two family homes and townhomes of R3 occupancy. CRC § R 313.1 and 313.2.
- (dd) The final map shall be recorded prior to the issuance of any building permit.

Public Works:

A. GENERAL

1. An Erosion Control Plan shall be submitted concurrently with the grading plan clearly detailing erosion control measures. The erosion control plan shall conform to national Pollutant Discharge Elimination System (NPDES) standards and incorporate the appropriate Best Management Practices (BMP's).
2. The applicant shall comply with Low Impact Development (LID) requirements to the satisfaction of the City Engineer.

B. SOILS REPORT/GRADING/RETAINING WALLS

1. Prior to grading plan submittal, a geotechnical report prepared by a Geotechnical Engineer, licensed by the State of California, shall be submitted by the applicant for approval by the City.
2. Upon approval of the geotechnical report, the applicant shall submit drainage and grading plans prepared by a Civil Engineer, licensed by the State of California, prepared in accordance with the City's requirements for the City's review and approval. A list of requirements for grading plan check is available from the Public Works Department. All grading (cut and fill) calculations, including on/off site improvement costs shall be submitted to the City concurrently with the grading plan.
3. All easements (if any per Title Report) and flood hazard areas shall be clearly identified on the grading plan.

4. The grading plan shall show the location of any retaining walls and the elevations of the top of wall/footing/retaining and the finished grade on both sides of the retaining wall. Construction details for retaining walls shall be shown on the grading plan. Calculations and details of retaining walls shall be submitted to the Building and Safety Division for review and approval.
5. All equipment staging areas shall be located on the project site. Staging area, including material stockpile and equipment storage area, shall be enclosed within a 6 foot-high chain link fence. All access points in the defense shall be locked whenever the construction site is not supervised.
6. Grading of the subject property shall be in accordance with the California Building Code, City Grading Ordinance, Hillside Management Ordinance and acceptable grading practices.
7. Submit a stockpile plan showing the proposed location for stockpile for grading export materials, and the route of transport.
8. Prior to the issuance of building permits, a pre-construction meeting shall be held at the project site with the grading contractor, applicant, and city grading inspector at least 48 hours prior to commencing grading operations.
9. Rough grade & pad certifications by project soils & civil engineer, respectively, shall be submitted prior to issuance of building permits for the foundation of the residential structure. Retaining wall permits may be issued without a rough grade certificate.
10. Final grade & pad certifications by project soils and civil engineer shall be submitted to the Public Works Department prior to the issuance of any project final inspections/certificate of occupancy respectively.

C. DRAINAGE

1. Detailed drainage system information of the lot with careful attention to any flood hazard area shall be submitted. All drainage/runoff from the development shall be conveyed from the site to the LID compliant device. No off-site drainage shall be blocked nor be conveyed on-site to maintain LID compliance.
2. Prior to the issuance of a grading permit, a complete hydrology and hydraulic study shall be prepared by a Civil Engineer registered in

the State of California to the satisfaction of the City Engineer and Los Angeles Public Works Department.

D. OFF-SITE STREET IMPROVEMENTS

- a. Install one street 36" box tree in parkway
- b. Provide additional topo detail in the adjacent lots or show flows or change or grading to the neighbor's properties.
- c. Provide sewer plans and easement (10') for a sewer main line extension
- d. Show location of the community mail boxes if it is within the City's right-of-way. Place community mailboxes on site.
- e. Provide dedication along Stewart Ave. frontage.
- f. Grind and overlay 2" Asphalt on the frontage of Stewart Avenue.
- g. Install new ADA driveway approach 22 feet in width and additional 4 feet transitional slopes on each side of the driveway.
- h. All SCE power poles along the front and the side of the property shall be removed and power shall be undergrounded.
- i. Additional comments as red-marked on the plan.

The City reserves the right to request additional information it deems necessary.

E. UTILITIES

- 1. Will Serve Letters shall be submitted stating that adequate facilities are or will be available to serve the proposed project shall be submitted to the City from all utilities such as, but not limited to, phone, gas, water, electric, and cable. Show all existing and proposed utilities, water, sewer, storm drain mains and show if you need trenching to such mains.
- 2. Overhead utilities should be undergrounded.
- 3. Underground utilities shall not be constructed within the drip line of any mature trees except as approved by a registered arborist.

4. Provide sewer study including Plans must be prepared by a licensed civil engineer and approved by the Engineering Department.

G. TRAFFIC MITIGATIONS

1. Provide traffic study including egress/ ingress and internal circulation. Plans must be prepared by a licensed traffic engineer and approved by the Engineering Department.
(ee)

LA County Fire Department:

1. It is the applicant's responsibility complete the plan check process with LA County Fire, and address any modifications or corrections directly with LA County Fire.

SECTION 5. The Secretary shall certify to the adoption of this Resolution and forward a copy hereof to the City Clerk and the Applicant.

PASSED AND APPROVED this 26th day of May, 2021.

CHRISTOPHER SAENZ, CHAIR
BALDWIN PARK PLANNING COMMISSION

ATTEST:

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

I, RON GARCIA, Secretary of the Baldwin Park Planning Commission, do hereby certify that the foregoing Resolution No. PC 21-07 was duly and regularly approved and adopted by the Planning Commission at a regular meeting thereof, held on the 26th day of May, 2021 by the following vote:

AYES:	COMMISSIONERS:	_____
NOES:	COMMISSIONERS:	_____
ABSTAIN:	COMMISSIONERS:	_____
ABSENT:	COMMISSIONERS:	_____

Ron Garcia
BALDWIN PARK PLANNING COMMISSION

ATTACHMENT #2
VICINITY MAP

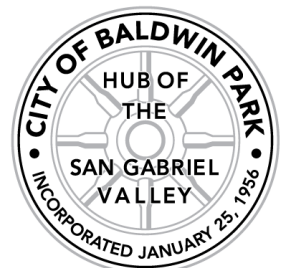


Vicinity Map

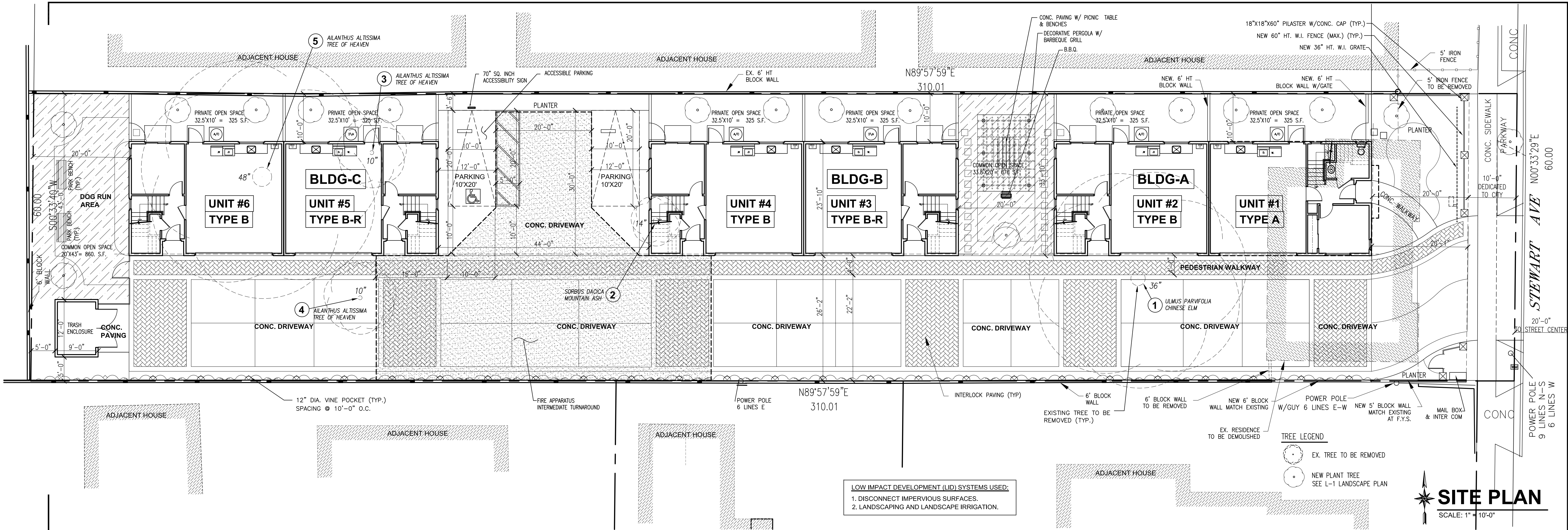
LOCATION: 4437 Stewart Avenue

CASE NUMBER: TPM-83377, PR 18-76

DATE: May 26, 2021



ATTACHMENT #3
EXHIBIT “A”, ARCHITECTURAL PLANS



REVISIONS

DATE	NO
	1

Stamp

H&C DESIGN GROUP, INC.

• PLANNING, DRAFTING & DESIGN •

P.O. BOX. 660628, Arcadia, CA 91066-0628, U.S.A.

Tel (626) 445-6228 • Fax (626) 445-6228

6 UNITS CONDOMINIUM

4437 STEWART AVE

BALDWIN PARK, CA 91706

T-1

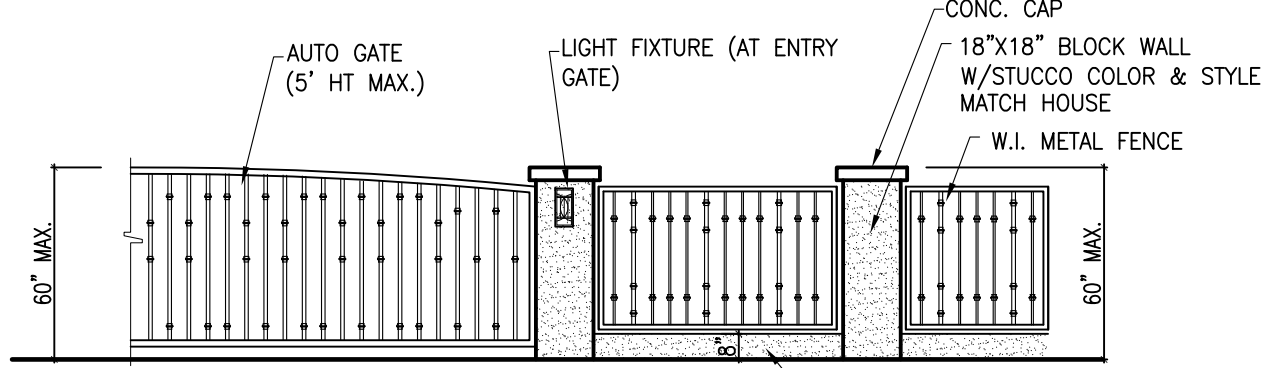
WINDOW SCHEDULE					
ALUMINUM CLAD WOOD FRAME WINDOW					
	SIZE (WXH)	SILL HEIGHT	TYPE	GLASS	EGRESS WINDOW
1	5'-0"x4'-6"	2'-6"	SL	DUAL-TEMP. GLAZING	SEE LOCATION
2	2'-0"x4'-6"	2'-6"	C.	DUAL-GLAZING	
3	2'-0"x3'-0"	3'-8"	C.	DUAL-GLAZING	
3A	2'-0"x3'-0" W/T.G.	3'-8"	C.	DUAL-TEMP. GLAZING	
3B	2'-0"x3'-0"	4'-0"	C.	DUAL-GLAZING	
3C	2'-0"x3'-0" W/T.G.	4'-0"	C.	DUAL-TEMP. GLAZING	
4	5'-0"x3'-6"	3'-2"	SL	DUAL-GLAZING	
5	5'-0"x4'-6"	3'-0"	S.H.	DUAL-GLAZING	
6	2'-0"x4'-6"	3'-0"	C.	DUAL-GLAZING	
6A	2'-0"x4'-6" W/T.G.	3'-0"	FX.	DUAL-TEMP. GLAZING	
7	2'-0"x3'-0"	4'-6"	C.	DUAL-GLAZING	
7A	2'-0"x3'-0" W/T.G.	4'-6"	C.	DUAL-TEMP. GLAZING	
8	5'-0"x4'-0"	3'-6"	S.L.	DUAL-GLAZING	
9	4'-0"x2'-0"	5'-6"	SL.	DUAL-GLAZING	
10	2'-0"x2'-0" W/T.G.	5'-6"	C.	DUAL-TEMP. GLAZING	
11	4'-0"x4'-6"	3'-0"	SL.	DUAL-GLAZING	

- NOTES
1. VERIFY ALL WINDOW DIMENSION AND EXISTING STATUS ON SITE BEFORE DOING THE JOB.
 2. ALL WINDOW PROVIDED WEATHER STRIPPING.
 3. ALL WINDOW WITH INSULATED DUAL-TEMP. GLAZING.
 4. ALL WINDOW PROVIDED WINDOW SCREEN.
 5. ALL WINDOW WITH FACTORY FINISH MANUFACTURER.
 6. RESCUE EGRESS WINDOW: IN EVERY BEDROOM AND BASEMENT PROVIDED ONE OPENABLE ESCAPE WINDOW MEETING ALL OF FOLLOWING AN OPENABLE AREA OF NOT LESS THAN 5.7 S.F. A MINIMUM CLEAR 24" HEIGHT AND 20" WIDTH, AND A SILL HEIGHT NOT OVER 44" ABOVE THE FLOOR.
 7. WINDOW STYLE:
 - 7.1. BRAND: MILGARD / TUSCANY SERIES
 - 7.2. VINYL FRAME WINDOW W/ TRUELITE DIVIDER.
 - 7.3. COLOR: EXPRESSO
 8. WINDOW & DOOR HEADER:
 - 8.1. 1ST FL. AT 7'-0" EXCEPT NORTH SIDE YARD T 6'-8"
 - 8.2. 2ND & 3RD FL AT 7'-6".
 9. ABBREVIATION:

SL.	SLIDING WINDOW
SH.	SINGLE HUNG WINDOW
D.H.	DOUBLE HUNG WINDOW
AW.	AWING WINDOW
FX.	FIXED WINDOW
C.	CASEMENT WINDOW
C.O.C.	PICTURE WINDOW W/ CASEMENT WINDOW AT EACH SIDE
D.C.	DOUBLE CASEMENT WINDOW
T.G.	TEMPERED GLAZING
S.L.D.	SLIDING DOOR W/TEMPERED GLAZING

EXTERIOR DOOR SCHEDULE					
SOLID WOOD FRAME DOOR					
	SIZE (WXH)	THICK	GLASS		20 MINUTES FIRE RESISTANT RATED
1	3'-0"x7'-0"	1 3/4"	S.C.	-	SWING
2	3'-0"x6'-8"	1 3/4"	S.C.	-	SWING
3	5'-0"x6'-8"		S.L.D	DUAL-TEMP. GLAZING	SLIDING DOOR
4	5'-0"x7'-0"		S.L.D	DUAL-TEMP. GLAZING	SLIDING DOOR
5	16'-0"x8'-0"		METAL	TEMP. GLAZING	GARAGE DR.

- NOTES
1. VERIFY ALL DOOR DIMENSION AND EXISTING STATUS ON SITE BEFORE DOING THE JOB.
 2. ALL EXTERIOR DOORS SHALL BE OF APPROVED NON-COMBUSTIBLE CONSTRUCTION, 20 MINUTE RATED, OR 1-3/8" SOLID CORE RAILS/STILES.
 3. ALL DOOR PROVIDED WEATHER STRIPPING.
 4. GLAZING WITH EXTERIOR DOORS, INCLUDED GARAGE DOOR, ARE TO BE DUAL-PANE TEMPERED GLAZING.
 4. ALL DOOR WITH FACTORY FINISH.



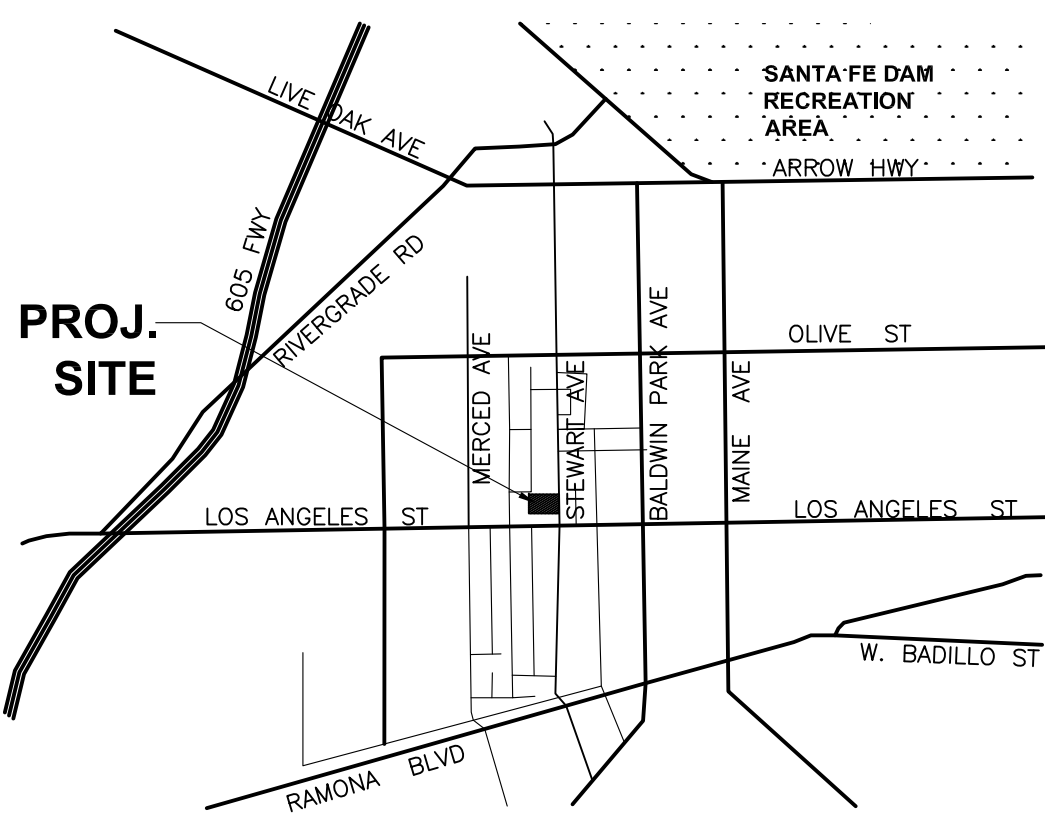
PILASTER W/ METAL FENCE ON LOW WALL

- NOTE:
- *SOLID PILASTERS DO NOT COMPROMISE MORE THAN 30% OF THE ENTIRE LINEAR FENCE LENGTH.
 - (5) PILASTERS AT 1.5' = 6' FOR 60' FRONT YARD LINEAR WIDTHS

FRONT YARD FENCE

N.T.S.

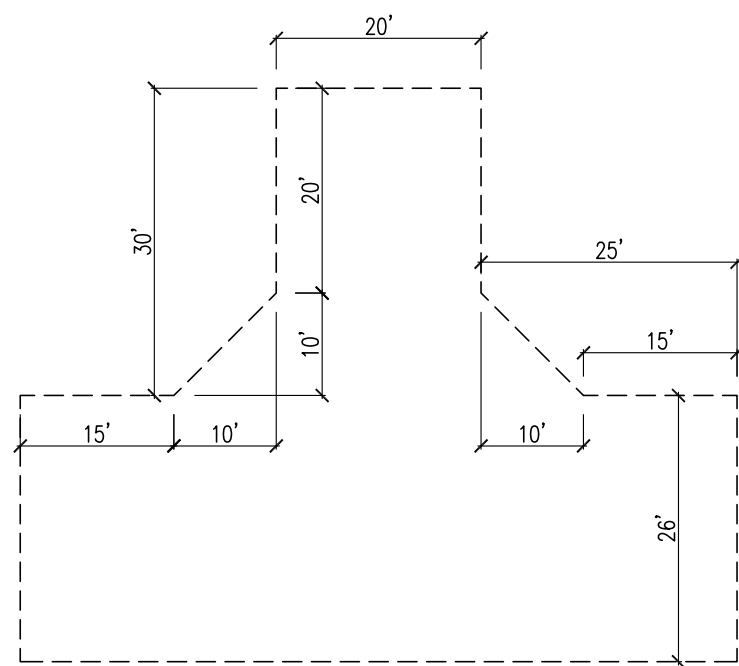
5



VICINITY MAP

N.T.S.

3



INTERMEDIATE TURN-AROUND

FIRE APPARATUS TURNAROUND

SITE PLAN											
SCALE: 1"=0" = 10'-0"											
1											
1. PROJECT: 6 UNIT CONDOMINIUM PROJECT											
2. OWNER: ACADIA STAR PROPERTIES LLC											
PO BOX 1345											
TEMPLE CITY CA 91780											
TEL: 626-579-2528 (GRACE CHEN)											
EMAIL: CHENVEST@YAHOO.COM											
3. DESIGNER: H & C DESIGN GROUP INC.											
PO BOX 660628, ARCADIA, CA 91066											
TEL: 626-321-1114 (BRIAN CHEN)											
EMAIL: HODSIGN123@GMAIL.COM											
4. APN # : 8542-019-025											
LEGAL DESCRIPTION: TRACT #4624 S 60 FT OF E 310 FT OF LOT 143											
5. ZONE: R-3											
6. LOT SIZE: 60'X310.00'=18,600 SQ. FT.											
7. FLOOR AREA SUMMARY: (6 UNITS)											
HOUSE TYPE	# OF TYPE	# FOR UNIT	# OF BED RM	# OF BATH	1ST FL (S.F.)	2ND FL (S.F.)	3RD FL (S.F.)	TOTAL LIVING AREA	GARAGE (S.F.)	BALCONY (S.F.)	COVERED PORCH
A	UNIT 1	3	3	3	310	685	490	1,485	484	33	14
B	UNIT 2,4,6	4	3	269	666	624	1,559	488	33	14	
B-R	UNIT 3,5	4	3	269	666	624	1,559	488	33	14	
BUILDING	# OF UNIT	# HOUSE TYPE	1ST FL (S.F.)	2ND FL (S.F.)	3RD FL (S.F.)	TOTAL LIVING AREA	GARAGE (S.F.)	BALCONY (S.F.)	COVERED PORCH		
A	1&2	A&B	579	1,351	1,114	3,044	972	66	28		
B	3&4	B&B-R	538	1,332	1,248	3,118	976	66	28		
C	5&6	B&B-R	538	1,332	1,248	3,118	976	66	28		
TOTAL:			1,655	4,015	3,610	9,280	2,924	198	84		

8. LOT COVERAGE: (1661+2909+84)/18,600 = 25.02% < 60%
9. F.A.R. : N/A
10. PARKING: 2 - CAR GARAGE /UNIT, 2 X6 = 12 PARKING
- 2 - GUEST PARKING
11. COMMON OPEN SPACE: (S.F.) 860+676 = 1,536 S.F. > 1,500 S.F. (250 S.F. X6)
12. PRIVATE OPEN SPACE: (S.F.)
- | | | | | | |
|---------|---------|---------|---------|---------|--------|
| UNIT 1, | UNIT 2, | UNIT 3, | UNIT 4, | UNIT 5, | UNIT 6 |
| 325 | 325 | 325 | 325 | 325 | 325 |
13. LANDSCAPE PER LOT = 4241 / 18600 = 22.8% > 20%
14. BUILDING HT: 35'-0"
15. # OF BLDGS. TO BE DEMO. : 2 BLDGS. (EX. MAIN HOUSE & DETACHED GARAGE)
16. SQ.FT. TO BE DEMO. : 1320 SQ.FT.
17. OCCUPANCY GROUP: R3/U
18. TYPE OF CONSTRUCTION: V-B W/ FIRE SPRINKLER SYSTEMS
19. CODE:
- | | |
|--------------------------------|--|
| IBC 2020 LACO BUILDING CODE | 1. 2019 CA BUILDING CODE - TITLE 24, PART 2 |
| IRC 2020 LACO RESIDENTIAL CODE | 2. 2019 CA RESIDENTIAL CODE - TITLE 24, PART 2.5 |
| NEC 2020 LACO ELECTRICAL CODE | 3. 2019 CA ELECTRICAL CODE - TITLE 24, PART 3 |
| UMC 2020 LACO MECHANICAL CODE | 4. 2019 CA MECHANICAL CODE - TITLE 24, PART 4 |
| UPC 2020 LACO PLUMBING CODE | 5. 2019 CA PLUMBING CODE - TITLE 24, PART 5 |
| | 6. 2019 CA ENERGY CODE - TITLE 24, PART 6 |
| | 7. 2019 CA GREEN BUILDING STANDARDS CODE - TITLE 24, PART 11 |

PROJECT SUMMARY

2

EXTERIOR WINDOWS & DOORS SCHEDULE

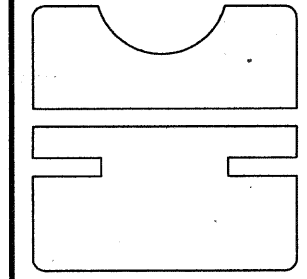
7

6

REVISIONS	BY

Stamp

H&C DESIGN GROUP, INC.
 • PLANNING, DRAFTING & DESIGN •
 P.O. BOX 660628, Arcadia, CA 91006-0628 U.S.A.
 Tel (626) 445-6228 Fax (626) 445-6228



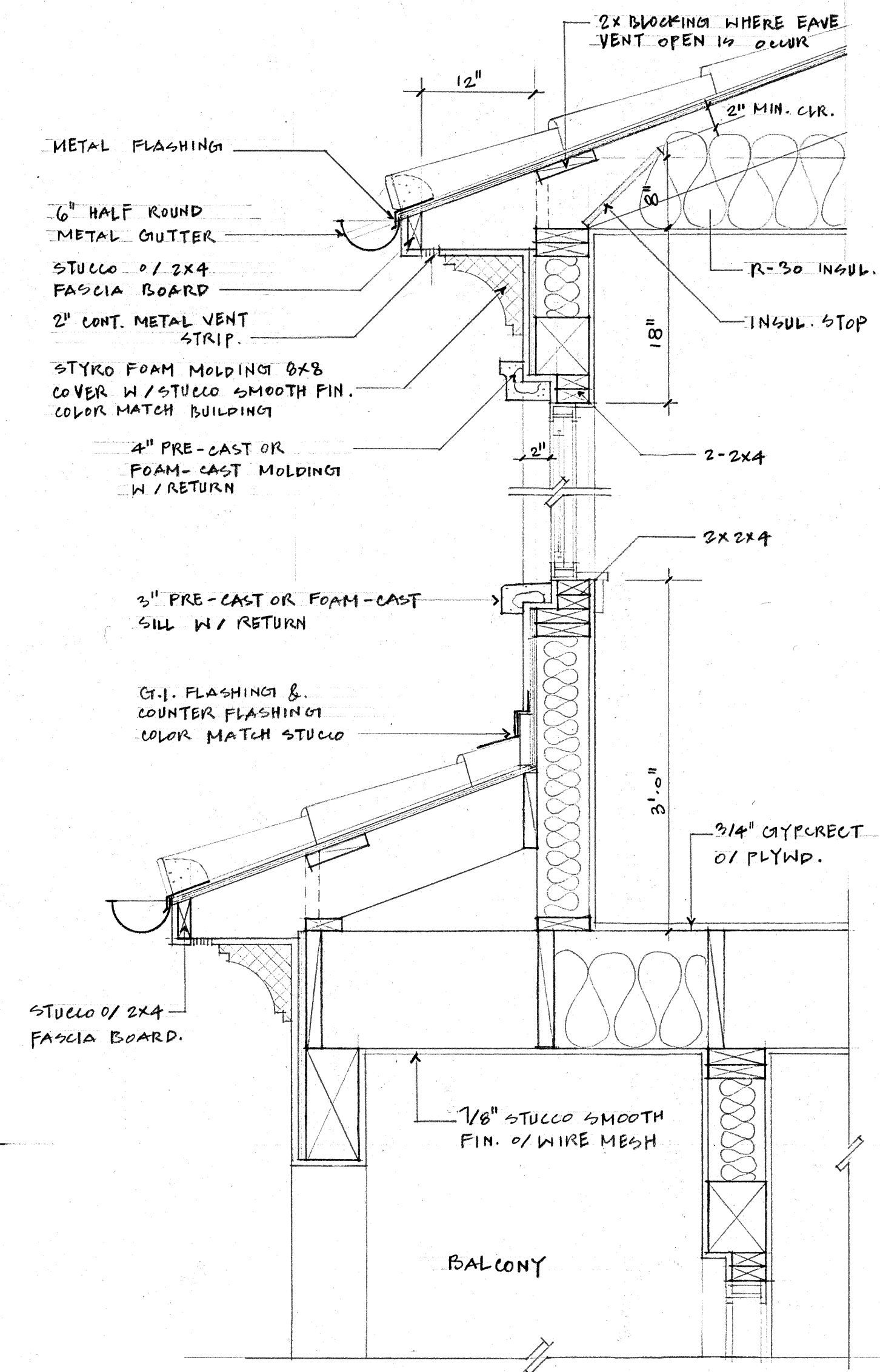
THESE DRAWINGS AND SPECIFICATIONS AND ANY REVISIONS THEREON ARE THE PROPERTY OF H&C DESIGN GROUP, INC. AND SHALL REMAIN THE PROPERTY OF H&C DESIGN GROUP, INC. UNLESS OTHERWISE SPECIFIED. NO PART OF THESE DRAWINGS OR SPECIFICATIONS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF H&C DESIGN GROUP, INC. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION OF THESE DRAWINGS OR SPECIFICATIONS SHALL BE CONSIDERED A VIOLATION OF THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW. H&C DESIGN GROUP, INC. ACCEPTS NO LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THESE DRAWINGS OR SPECIFICATIONS, WHETHER SUCH DAMAGE OR LOSS BE CAUSED IN WHOLE OR IN PART BY NEGLIGENCE OR OTHERWISE. THE USER OF THESE DRAWINGS OR SPECIFICATIONS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND FOR COMPLYING WITH ALL APPLICABLE CODES AND REGULATIONS. H&C DESIGN GROUP, INC. DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THESE DRAWINGS OR SPECIFICATIONS, AND THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF THESE DRAWINGS OR SPECIFICATIONS BEFORE USE. H&C DESIGN GROUP, INC. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THESE DRAWINGS OR SPECIFICATIONS, WHETHER SUCH DAMAGE OR LOSS BE CAUSED IN WHOLE OR IN PART BY NEGLIGENCE OR OTHERWISE.

6 UNITS CONDOMINIUM
4437 STEWART AVE
BALDWIN PARK, CA 91706

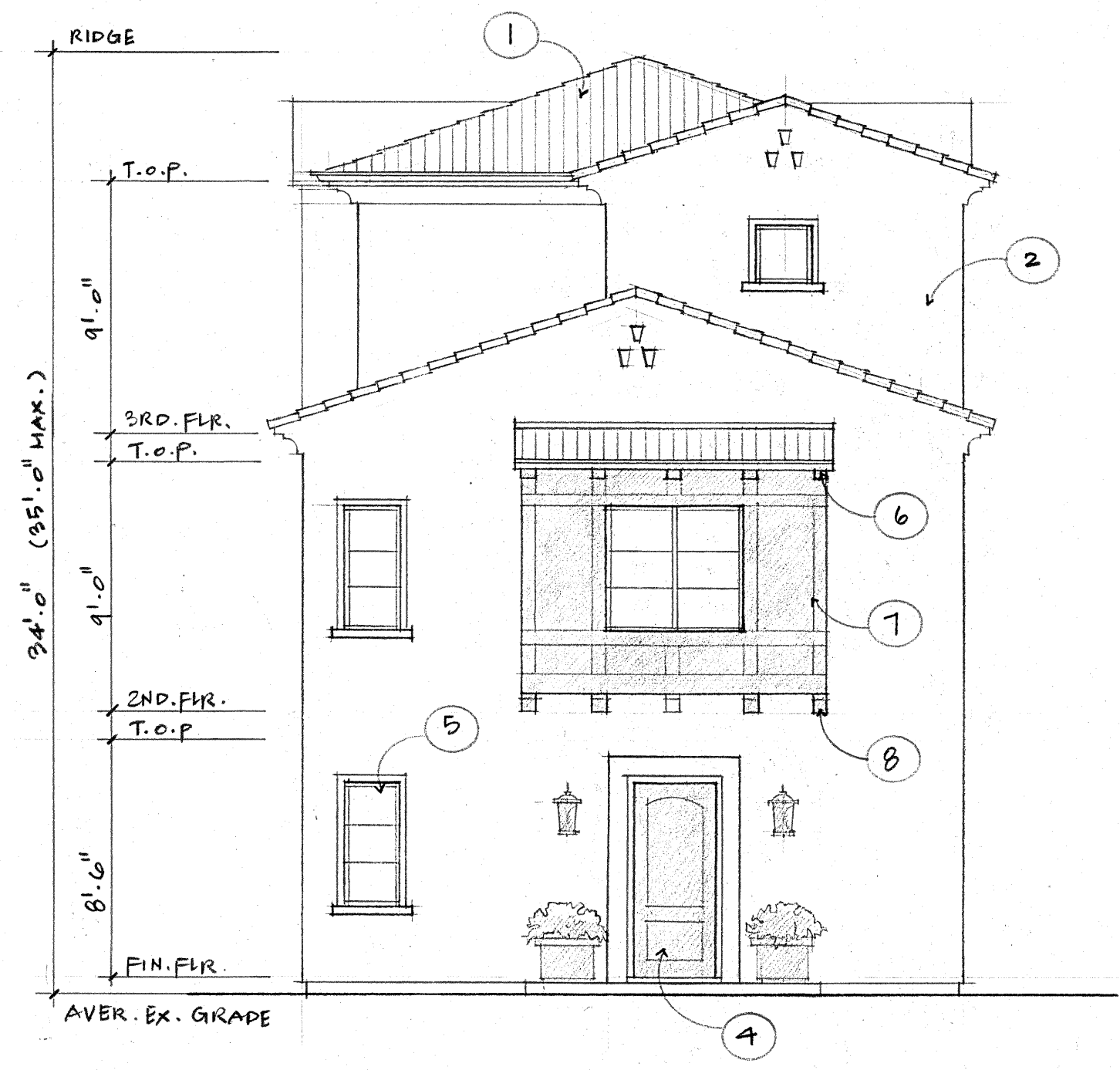
Date 10.16.2020
 Scale 3/16" = 1'-0"
 Drawn SU-YI
 Job R 140512
 Sheet
A-2
 Of Sheets

ELEVATION KEY NOTES:

1. CLASS 'A' CONCRETE 12" TILE ROOF BY "EAGLE TILE".
PRODUCT NO. 3816 SAN RAMON RANGE. (100-ELR-1900)
2. STUCCO SAN FINISH BY "OMEGA" COLOR: #432 MILKY QUARTZ
TEXTURE: SAND 20/30
3. 2" THICK (MIN.) WOOD SHUTTER, COLOR: BLACK WALNUT
DE 6063 BY DUNN-EDWARDS.
4. STAIN GRADE FRONT DOOR (WALNUT)
5. PREMIUM VINYL WINDOW W/ SIMULATED DIVIDED BY "MILGARD"
COLOR: TAUPE
6. 6X6 WOOD RAFTER-TAIL, COLOR: ANCIENT EARTH # DE 6217
7. WOOD PANELING, COLOR: ANCIENT EARTH # DE 6217
8. 8"X10" WOOD CORBEL, COLOR: # DE 6217, BY DUNN-EDWARDS.
9. 3" FOAM-CAST SILL W/ STUCCO SMOOTH FIN.
10. 4" FOAM-CAST HEADER W/ STUCCO SMOOTH FIN. COLOR TO MATCH BUILDING.
11. WROUGHT IRON RAILING, COLOR: BLACK
12. 6" HALF-ROUND METAL RAIN GUTTER, COLOR: MUSKET.
3" DOWNSPOUT, COLOR: MUSKET
13. METAL GARAGE DOOR W/ TEMPERED GLAZED, BY CLOPAY.
GALLERY COLLECTION, COLOR: ULTRA-GRAIN WALNUT FINISH.
14. DECORATIVE METAL PLANTER BOX (BLACK) W/ W.I. BAR
ATTACHED TO EXTERIOR WALL.
15. EXTERIOR LIGHTING BY CAPITAL LIGHTING # 9736 BK WALL
LANTERN, 8" W X 16" H X 9.5" E
16. GABLE DECORATIVE RECESS



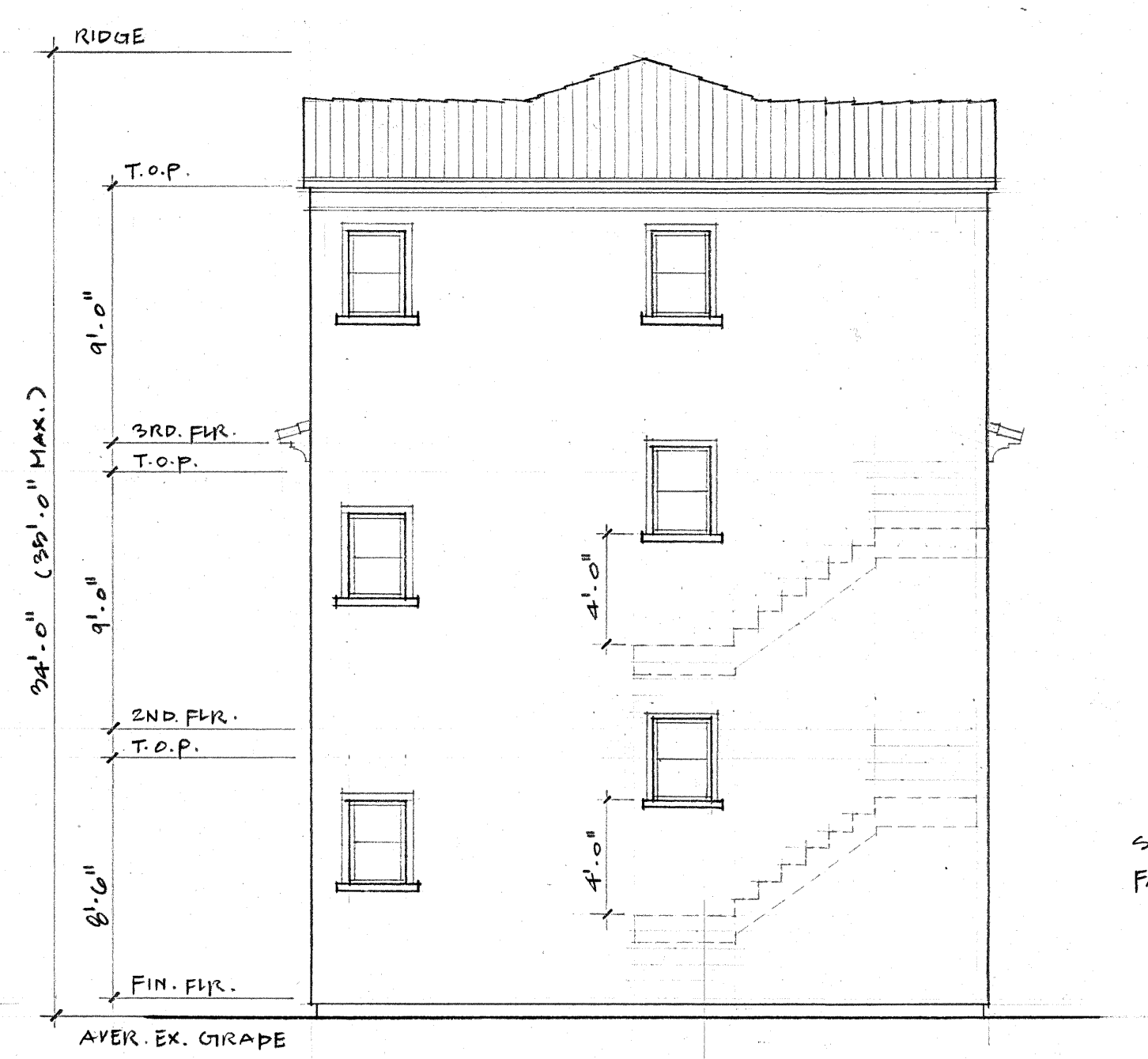
SOUTH SIDE ELEVATION BLDG. A
 SCALE: 3/16" = 1'-0"



FRONT (EAST) ELEVATION BLDG. A
 SCALE: 3/16" = 1'-0"



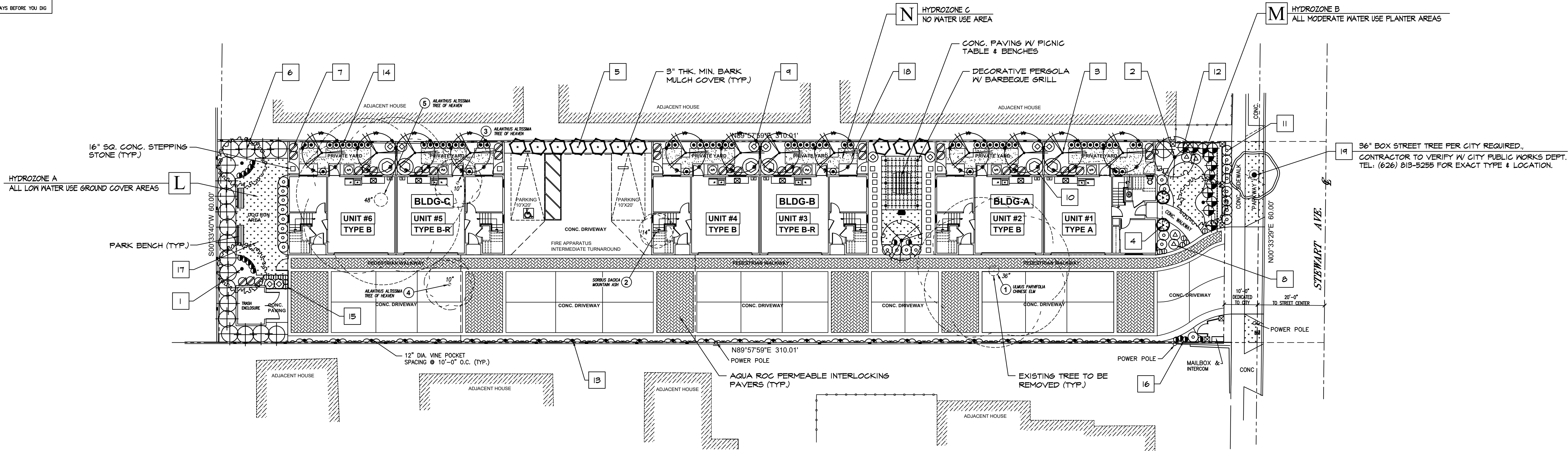
NORTH SIDE ELEVATION BLDG. A
 SCALE: 3/16" = 1'-0"



REAR (WEST) ELEVATION BLDG. A
 SCALE: 3/16" = 1'-0"

BLDG: A
UNIT: #1 & #2

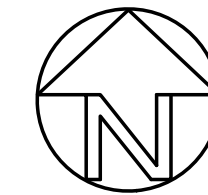
1 DETAIL
 N.T.G.



LOW IMPACT DEVELOPMENT (LID) SYSTEMS USED:
1. DISCONNECT IMPERVIOUS SURFACES.
2. LANDSCAPING AND LANDSCAPE IRRIGATION.

CONCEPTUAL LANDSCAPE PLAN

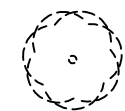
SCALE : 1/16" = 1'-0"



* TOTAL LANDSCAPE AREA: 4,241 S.F.

HYDROZONES	SQ. FT.	PERCENTAGE
L HYDROZONE A LOW	= 852 S.F.	20.09 %
M HYDROZONE B MODERATE	= 2,767 S.F.	65.24 %
N HYDROZONE C NO WATER USE	= 622 S.F.	14.67 %

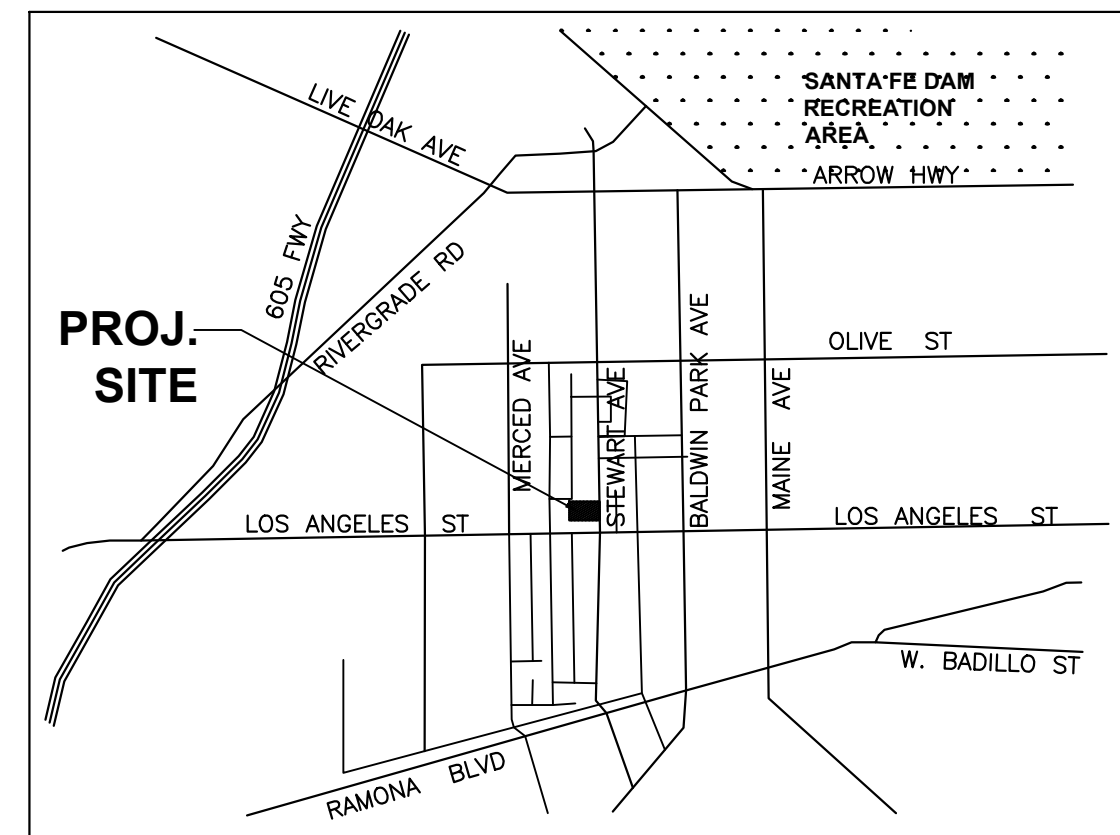
EXISTING TREE LEGEND



EXISTING TREE TO BE REMOVED

LISTING OF MATURE/REQUIRED TREES AT PROJECT SITE

TREE LOCATION	COMMON TREE NAME	BOTANICAL TREE NAME	APPROXIMATE HEIGHT OF TREE	DIAMETER OF TREE	REMOVE/KEEP
1	CHINESE ELM	ULMUS PARVIFOLIA	30 FEET	36 INCHES	REMOVE
2	MOUNTAIN ASH	SORBUS DACICA	15 FEET	14 INCHES	REMOVE
3	TREE OF HEAVEN	AILANTHUS ALTISSIMA	20 FEET	10 INCHES	REMOVE
4	TREE OF HEAVEN	AILANTHUS ALTISSIMA	20 FEET	10 INCHES	REMOVE
5	TREE OF HEAVEN	AILANTHUS ALTISSIMA	40 FEET	48 INCHES	REMOVE



VICINITY MAP
N.T.S.



PLANT LEGEND

SYMBOL	ITEM NO.	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	TYPE	WATER USE	SYMBOL	ITEM NO.	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	TYPE	WATER USE
	1	LASESTROEMIA INDICA 'MUSKOGEE'	MUSKOGEE GRAPE MYRTLE	24" BOX	3	TREE	M		11	RHAPHILEPIS INDICA 'BALLERINA'	BALLERINA INDIA HAWTHORN	5 GAL.	25	SHRUB	M
	2	MAGNOLIA GRANDIFLORA 'SOUTHERN CHARM'	TEDDY BEAR SOUTHERN MAGNOLIA	24" BOX	2	TREE	M		12	ROSA HYBRID 'MEIDLAND'	MEIDLAND ROSE	5 GAL.	12	SHRUB	M
	3	LAURUS NOBILIS	SWEET BAY	15 GAL.	12	TREE	L		13	FIGUS REPENS	CREEPING FIG	5 GAL.	26	VINE	L
	4	JUNIPERUS CHINENSIS 'HETZII COLUMNARIS'	GREEN COLUMNAR JUNIPER	15 GAL.	2	SHRUB	M		14	HEUCHERA 'SANTA ANA CARDINAL'	SANTA ANA CARDINAL CORAL BELLS	1 GAL.	62	GROUND COVER	M
	5	JUNIPERUS SCOPULORUM 'COLOGREEN'	COLOGREEN JUNIPER	15 GAL.	10	SHRUB	M		15	AGAPANTHUS AFRICANUS 'BLUE'	LILY OF THE NILE	1 GAL.	12	GROUND COVER	M
	6	LIGUSTRUM JAPONICUM 'TEXANUM'	WAX-LEAF PRIVET	15 GAL.	19	SHRUB	M		16	HEMEROCALLIS HYBRID 'ORANGE'	ORANGE DAYLILY	1 GAL.	14	GROUND COVER	M
	7	ASPIDISTRA ELATIOR	CAST IRON PLANT	5 GAL.	33	SHRUB	L		17	PHYLLA NODIFLORA	KURAPIA	FLATS @ 6" O.C.	852 S.F.	GROUND COVER	L
	8	LAVANDULA DENTATA	FRENCH LAVENDER	5 GAL.	4	SHRUB	L		18	ARTIFICIAL TURF			622 S.F.	GROUND COVER	N
	9	WESTRINGIA FRUTICOSA 'WESOB'	LOW HORIZON WESTRINGIA	5 GAL.	10	SHRUB	L		19	STREET TREE PER CITY REQUIRED, CONTRACTOR TO VERIFY W/ CITY PUBLIC WORKS DEPARTMENT TEL: (626) 813-5235 FOR EXACT TYPE & LOCATION.		36" BOX	1	STREET TREE	
	10	ZAMIA FLORIDANA	COONTIE	5 GAL.	6	SHRUB	L								

NOTE: SHREPPED WOOD CHIPS 1"-3" LENGTH, 3/8"-5/8" DIAMETER- 3 INCHES THICK MIN, DISPENSER EVENLY THROUGHOUT ALL PLANTING AREAS.

NOTES:

- LANDSCAPE AREA: 4,241 S.F.
LOT SIZE: 18,600 S.F.
LANDSCAPE AREA: 4,241 S.F.
 $4,241 / 18,600 = 22.80 \% > 20 \%$
- ROOT BARRIERS SHALL BE PROVIDED FOR ALL TREES WITHIN 5 FEET OF ALL PAVED AREAS AND FOUNDATIONS.
- ALL PAVING AREAS SHALL BE KEPT CLEAN AND FREE OF DUST, MUD, OR TRASH.
- ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND HEALTHY CONDITION.
- SHREPPED WOOD CHIPS 1"-3" LENGTH, 3/8"-5/8" DIAMETER- 3 INCHES THICK MIN, DISPENSER EVENLY THROUGHOUT ALL PLANTING AREAS EXCEPT TURF AREA.
- ANY MATURE TREE REMOVAL SHALL BE APPROVED IN ADVANCE BY THE TREE OFFICER.
- NO EXISTING TREES TO REMAIN.
- ALL WATERPROOFING & DRAINAGE TO BE DESIGNED BY OTHERS. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY THAT ALL ADEQUATE DRAINAGE AND WATERPROOFING FOR ALL THE PLANTERS AND LANDSCAPE AREAS HAVE BEEN MET.

"I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN."

REVISIONS

DATE	NO

CONSULTANT LANDSCAPE ARCHITECT, LLC: # 3109

BEN LUNDGREN & ASSOCIATES
2605 FAIRFIELD PL.
SAN MARINO, CA 91108
TEL: 626-535-9544 FAX: 626-535-9534

Prepared by

TERRY LEE DESIGN GROUP
220 W. LESLIE DR.
SAN GABRIEL, CA 91775
TEL: 626-285-6522 FAX: 626-285-6479

Project

6 UNITS CONDOMINIUM
4437 STEWART AVE.
TEMPLE CITY, CA 91780
BALDWIN PARK, CA 91706
Assessor's ID No. 8542-019-025

Sheet Title

CONCEPTUAL
LANDSCAPE PLAN

Date

03-18-19

Scale

1/16"=1'-0"

Drawn

T.L.

Job

110818

Sheet

L-1

**6 UNITS CONDOMINIUM
4437 STEWART AVE
BALDWIN PARK, CA 91706**

CONC. 15' TILE ROOF
BY "EAGLE ROOFING PRODUCTS"



3816 San Ramon Range - Dark Brown, Tan, Terracotta, Light Terracotta Range
T24 Ref: .19 Emi: .94 SRI: 20 A.SRI: 20 CRRC: 0918-0091



COLOR FOR WOOD RAFTER TAIL,
WOOD PANELING, CORBEL
BY "DUNN-EDWARDS"
ANCIENT EARTH DE 6217



STUCCO
BY "OMEGA" SAND 20/30



432 MILKY QUARTZ

BASE 10

EXTERIOR LIGHTING
BY "CAPITAL LIGHTING"
OUTDOOR COLLECTION

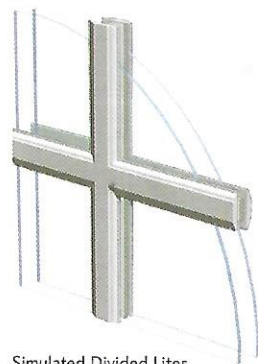


▲ 9726BK Wall Lantern
Black
8"W x 16"H x 9.5"E
Backplate: 9"L x 4.88"W x .98"E
1 - 100 Watt Medium
Clear Beveled Glass
Finishes: BK, TS
Ctr/Top: 4.38" Ctr/Btm: 11.63"

ENTRY DOOR
BY "JELD-WEN"
2-PANEL ARCH TOP
PLANK

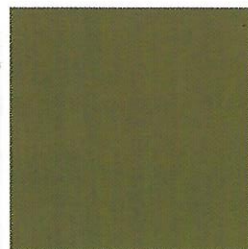


PREMIUM VINYL WINDOW
BY "MILGARD"



Simulated Divided Lites

EXTERIOR COLOR:



Tweed

WOOD SHUTTER
BY "ATLANTIC"

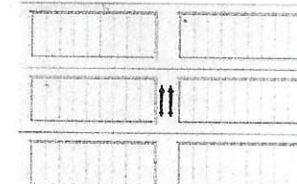


Flat Panel

METAL GARAGE DOOR
BY "CLOPAY"
GALLERY COLLECTION



ARCH1 with Vertical Grilles

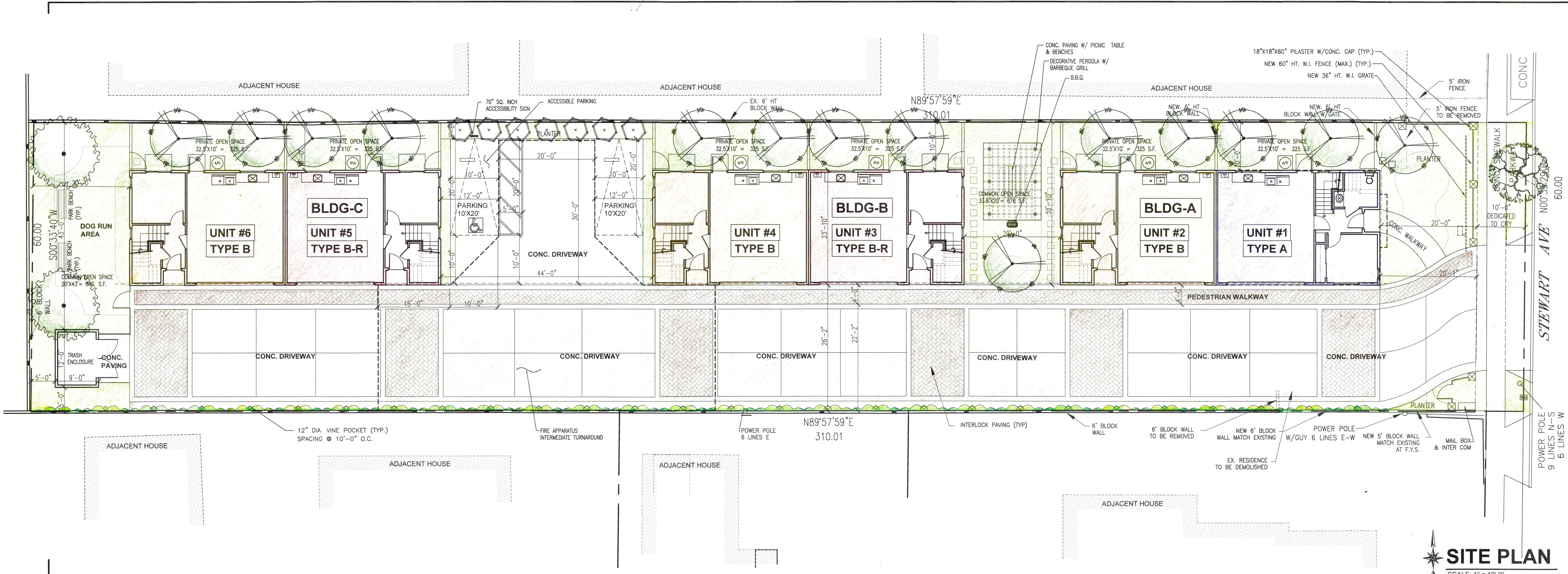


GR2LU/GR1LU/GR1LP/GR4L
Long Panel

COLOR:



Bronze*



SITE PLAN
SCALE: 1" = 10'-0"



SIDE ELEVATION



FRONT ELEVATION

REVISIONS	
DATE	NO

Stamp

H&C DESIGN GROUP, INC.

• PLANNING, DRAFTING & DESIGN •
P.O. BOX 660628, Arcadia, CA 91066-0628, U.S.A.
Tel (626) 445-6228 • Fax (626) 445-6228

6 UNITS CONDOMINIUM
4437 STEWART AVE
BALDWIN PARK, CA 91706

Date 10-26-2020
Scale SEE PLAN
Drawn
Job R140512
Sheet

T-1

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Ron Garcia, Director of Community Development
DATE: December 21, 2022
SUBJECT: Approve a Resolution of the City of Baldwin Park adopting an inventory report of excess, exempt, and non-exempt surplus land pursuant to government code section 50569.

SUMMARY

The Surplus Land Act (the "Act"), as amended, requires that on or before December 31st of each year, each county and city in the state must "make a central inventory of all surplus land ... and all lands in excess of its foreseeable needs ... within the jurisdiction of the county or city that the county or city or any of its departments, agencies, or authorities owns or controls" (the "Inventory Report") and submit the Inventory Report to the California Department of Housing and Community Development (HCD) by April 1st of each year as part of the county or city's annual Housing Element progress report. This action would have the City Council review and approve the Inventory Report.

RECOMMENDATION

It is recommended that the City Council accept the Inventory Report of excess, exempt and non-exempt surplus lands, pursuant to Government Code 54221, and authorize staff to submit a report to the California State Department of Housing and Community Development pursuant to Government Code 54230(a)(1).

FISCAL IMPACT

There is no fiscal impact associated with approving the Inventory Report.

BACKGROUND

Government Code 54230 mandates that California cities and counties prepare, by Dec. 31st of each year, an inventory of all "surplus land," as that term is defined in the Act, and all "lands in excess of its foreseeable needs," as that phrase is used in Government Code 50569. HCD provides the practical difference between these two categories of land is essentially one of timing. "Surplus land" is land that is no longer necessary for an agency's use and has been officially declared "surplus" by the local agency's governing body. "Excess land" is land that is beyond an agency's foreseeable needs but has not yet been declared surplus.

To be "necessary for [an] agency's use," land must be "used, ... planned to be used pursuant to a written plan adopted by the local agency's governing board for, or ... disposed [of] to support ... agency work or operations, including, but not limited to, utility sites, watershed property, land being used for conservation purposes, land for demonstration, exhibition, or educational purposes, related to greenhouse gas emissions, and buffer sites near sensitive governmental uses, including, but not limited to, wastewater treatment plants." [Government Code 54221(c)(1).]

DISCUSSION

To date, the City of Baldwin Park has not declared properties as exempt surplus properties. The properties on the Inventory Report are currently “excess” properties. They are properties located at 14824 Ramona Blvd currently leased to a barbershop, 14751 Badillo Street (Vacant Red Car Building), and 4024 Maine Avenue a vacant lot located northwest City Hall.

The Act requires that a local agency declare property as “surplus” before any action may be taken to dispose of the property. Parcels the local agency wishes to sell, that are not exempt from the Act, must be made publicly available for purchase, which includes distribution of the parcel(s) to a list of affordable housing developers prepared and updated regularly by HCD. The notification must also be posted on the City’s website and sent to HCD for notification on their website. The notification must stand for sixty (60) days in which time the staff shall take proposals from any interested entity, affordable housing or otherwise. However, the Act is prescriptive on which developer must be selected regarding affordable housing; and that is, priority must be given to an affordable housing project regardless of underlying land use. If multiple affordable housing projects are proposed, then staff must prioritize the project with the greatest and deepest affordability. Once a developer is selected, staff must negotiate in good faith for a minimum of ninety (90) days with the developer that proposed the greatest and deepest affordability. Two outcomes may result from this process:

1. If the City and developer come to terms within the prescribed timeline, then the regular development processes would begin; or
2. If after good-faith negotiations the City and the developer cannot come to terms, the surplus land being notified is no longer required to be listed for public notification under the Act and may be marketed or sold according to the standards of the authority or agency which owns the parcel(s) in question. This comes with a firm caveat: future proposals on surplus land that propose more than ten (10) units of housing are required to provide 25% of the proposed units as affordable.

A local agency may be liable for a penalty of 30 percent of the final sale price of land sold in violation of the Act, and 50 percent for any subsequent violation. As the current law is written, the state may, via the Act, cancel disposition agreements and force local agencies to comply with the Act after December of 2022 and prior to selling to a developer who is not proposing affordable housing, whether a disposition agreement is in effect or not.

The term “Agency’s use” does not include “commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development.” In addition, “property disposed of for the sole purpose of investment or generation of revenue shall not be considered necessary for the agency’s use.”

Nothing in the Act establishes what information must be included in the Inventory Report. However, Government Code § 54230(a)(2) provides guidance. Under that section, “each county and each city” must report to HCD, “a description of each parcel described in [such county or city’s Inventory Report] and the present use of the parcel ... [by] no later than April 1 of each year, beginning April 1, 2021, in a form prescribed by [HCD], as part of its annual progress report submitted pursuant to paragraph (2) of subdivision (a) of Section 65400.” [Govt. C. 54230(a)(2)(A).] While no such form has yet been issued by HCD, it will, at a minimum, contain blanks for the following information for each parcel of surplus land:

- (i) Street address or similar location information.
- (ii) Assessor’s parcel number.

- (iii) Existing use.
- (iv) Whether the site is surplus land or exempt surplus land.
- (v) Size in acres.

The proposed Inventory Report of this year's surplus properties and excess properties is attached to this report.

ALTERNATIVES

The City may decide not to adopt the Inventory Report; in which case, the City would be in violation of Government Code 54230 as mandated that California cities and counties prepare, by Dec. 31st of each year, an inventory of all surplus land, and all excess lands.

CEQA REVIEW

THE ACTIONS CONTEMPLATED BY THIS REPORT DO NOT CONSTITUTE A PROJECT WITHIN THE MEANING OF SECTION 15378 OF THE STATE OF CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") GUIDELINES, BECAUSE THEY HAVE NO POTENTIAL FOR RESULTING IN PHYSICAL CHANGE IN THE ENVIRONMENT, DIRECTLY OR INDIRECTLY. THE ACTIONS DO NOT AUTHORIZE ANY SPECIFIC DEVELOPMENT OR INSTALLATION ON ANY SPECIFIC PIECE OF PROPERTY WITHIN THE CITY'S BOUNDARIES. MOREOVER, WHEN AND IF A DEVELOPMENT APPLICATION IS SUBMITTED, THE CITY WILL AT THAT TIME CONDUCT A PRELIMINARY REVIEW OF THE APPLICATION IN ACCORDANCE WITH CEQA. ALTERNATIVELY, EVEN IF THE ABOVE-DESCRIBED ACTIONS ARE A "PROJECT" WITHIN THE MEANING OF STATE CEQA GUIDELINES SECTION 15378, SUCH ACTIONS WOULD BE EXEMPT FROM CEQA REVIEW UNDER THE GENERAL RULE THAT CEQA APPLIES ONLY TO PROJECTS WHICH HAVE THE POTENTIAL FOR CAUSING A SIGNIFICANT EFFECT ON THE ENVIRONMENT. (STATE CEQA GUIDELINES, SECTION 15061(B)(3).)

LEGAL REVIEW

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

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2022-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ADOPTING AN INVENTORY REPORT OF THE CITY'S SURPLUS AND EXCESS LAND, PURSUANT TO GOVERNMENT CODE SECTION 54230

WHEREAS, the City of Baldwin Park ("City") is a municipal corporation and is a "local agency" within the meaning of the Surplus Land Act, Government Code sections 54220 *et seq.* (as amended, the "Act"); and

WHEREAS, Government Code section 54230 requires that on or before December 31 of each year, each local agency make an inventory of all surplus and excess lands held, owned, or controlled by it or by any of its departments, agencies or authorities (the "Inventory List"), and that such Inventory List be made a matter of public record and be made available to any citizen, limited dividend corporation, housing corporation, or nonprofit corporation at no charge; and

WHEREAS, "surplus land" is defined in the Act as "land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use"; and

WHEREAS, "excess land" is defined in the Act as land that "is in excess of its foreseeable needs"; and

WHEREAS, Government Code section 54230 specifies that the following information must be provided for each property included in the Inventory List: (1) the street address or similar location information; (2) the assessor's parcel number; (3) the existing use; (4) whether the site is surplus land or exempt surplus land; and (5) the size of the site in acres; and

WHEREAS, the Inventory List, in compliance with Government Code section 54230, is attached hereto as Exhibit A and incorporated herein by this reference.

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

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. Each of the three (3) parcels on the Inventory List (the "Surplus Properties") are not necessary for the City's use, and there is no planned use by the City of these surplus or excess properties.

SECTION 3. Three (3) of the properties are excess lands, as defined in Government Code section 50569, and three (3) of the properties are non-exempt surplus land, as defined in Government Code section 54221(b).

SECTION 4. Based on the true and correct written findings in this Resolution and incorporated herein by reference, the City Council hereby authorizes the listing of the surplus and excess properties on the Inventory List created by City staff pursuant to and in compliance with Government Code section 54230.

SECTION 5. The listing of the surplus and excess properties on the Inventory List are actions that are exempt from environmental review under the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines § 15378, because they have no potential for resulting in physical change in the environment, directly or indirectly. If and when one of the properties is sold to a purchaser, and that purchaser proposes a use for the property that requires CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA. Alternatively, even if the above-described actions are a "project" within the meaning of CEQA Guidelines section 15378, such actions would be exempt from CEQA review under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. (State CEQA Guidelines, Section 15061(b)(3)).

SECTION 5. If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 6. This Resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND APPROVED this 21st day of December, 2022.

EMMANUEL J. ESTRADA, MAYOR
BALDWIN PARK CITY COUNCIL

ATTEST:

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

I, Christopher Saenz, City Clerk of the Baldwin Park City Council, do hereby certify that the foregoing Resolution No. 2022-066 was duly and regularly approved and adopted by the City Council at a regular meeting thereof, held on the 21st day of December, 2022 by the following vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

CHRISTOPHER SAENZ
BALDWIN PARK CITY CLERK

EXHIBIT A

INVENTORY LIST

Reference	Owner	Address	APN	Existing Use	Surplus /Excess	Acreage	SF
1	City of Baldwin Park	14824 Ramona Blvd	8437-014-907	320 SF Commercial Building	EXCESS	0.23	10,255
2	City of Baldwin Park	14751 Badillo Street	8437-013-908	1,419 SF Commercial Building	EXCESS	0.18	7,923
3	City of Baldwin Park	4024 Maine Avenue	8554-001-910	Vacant Land	EXCESS	0.16	6,845

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Enrique C. Zaldivar, Chief Executive Officer
Rose Tam, Director of Finance

DATE: December 21, 2022

SUBJECT: Approve Resolution No's. 2022-067, 2022-068, and Agreement with State of California Department of Tax and Fee Administration for Administration of City of Baldwin Park Measure BP Sales Tax (Transactions and Use Tax)

SUMMARY

To receive funds from the City of Baldwin Park's recently enacted Transactions and Use Tax (TUT), it is necessary for the City to contract with the State of California Department of Tax and Fee Administration (CDTFA) for the administration of the TUT. This action will approve two City Council resolutions and two agreements necessary for the administration of the TUT. The City Council resolutions, agreements, and necessary forms must be submitted to the CDTFA by January 2, 2023.

RECOMMENDATION

It is recommended that the City Council take the following actions:

1. Approve Resolution No. 2022-067, a resolution of the City Council of the City of Baldwin Park, authorizing the Chief Executive Officer to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax; and
2. Approve Resolution No. 2022-068, a resolution of the City Council of the City of Baldwin Park, authorizing officers, employees, and representatives of the City of Baldwin Park to examine confidential sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected by the Department for the District pursuant to that contract; and
3. Approve the Agreement for Preparation to Administer and Operate the City of Baldwin Park's Transaction and Use Tax ordinance; and
4. Approve the Agreement for State Administration of City of Baldwin Park's Transaction and Use Tax; and
5. Authorize the Chief Executive Officer to make technical corrections as deemed necessary; and
6. Authorize the Chief Executive Officer to execute the necessary documents, in a form approved by the City Attorney.

FISCAL IMPACT

There are two fees associated with administration of the City's TUT. A one-time CDTFA preparatory cost fee not to exceed \$175,000 and an on-going administrative fee charged quarterly for jurisdictions which have an additional TUT.

For FY 2023, this administrative fee is 0.57% of City TUT revenue collected by CDTFA and is subject to change every fiscal year.

BACKGROUND

On the November 8, 2022 election, the voters of the City of Baldwin Park approved Measure BP. Measure BP is a ¾ cent sales transactions and use tax (TUT) ballot measure that could generate an additional \$6 million to the general fund of the City of Baldwin Park. The passage of Measure BP places the City of Baldwin Park's sales tax rate at par with the majority of cities in Los Angeles County, including neighboring cities like Azusa, Covina, Pico Rivera, South El Monte and Duarte.

DISCUSSION

In preparation for the CDTFA to collect the City of Baldwin Park's TUT, it is necessary for the City to have an agreement in place with the CDTFA to process the transactions, collect the tax and distribute the tax back to the City. CDTFA will notify each business taxpayer within the City, County, accountants, enrolled agents and general geographical area of the new City TUT to informing them of the new requirement. The CDTFA will beginning collecting the TUT on April 1, 2023 and the City should receive the first payments in June 2023.

CDTFA will need to modify their online system to recognize the new TUT for the City of Baldwin Park and requires an agreement for the "Preparation to Administer and Operate the City of Baldwin Park's Transactions and Use Tax Ordinance". There is a one-time fee to modify their online system and by law, the maximum preparatory cost is \$175,000. However, the actual amount charged is typically less than \$175,000 particularly in smaller cities like Baldwin Park where fewer notification mailings are required.

LEGAL REVIEW

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

ATTACHMENTS

1. Resolution No. 2022-067
2. Resolution No. 2022-068
3. Agreement for Preparation to Administer and Operate City of Baldwin Park Transactions and Use Tax Ordinance
4. Agreement for State Administration of City of Baldwin Park Transactions and Use Taxes

RESOLUTION NO. 2022-067

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BALDWIN PARK
AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE
AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX**

WHEREAS, on December 7, 2022, the City Council approved Ordinance No. 1475 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes, and

Whereas, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Baldwin Park that the “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved and the Chief Executive Officer is hereby authorized to execute each agreement.

* * * * *

PASSED, APPROVED, and ADOPTED this 21st day of December, 2022.

EMMANUEL J. ESTRADA
MAYOR

ATTEST:

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

} **SS:**

I, Christopher Saenz, City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2022-067** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **December 21, 2022** and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

CHRISTOPHER SAENZ
CITY CLERK

RESOLUTION NO. 2022-068

A Resolution of City of Baldwin Park Authorizing Examination of Sales or Transactions and Use Taxes Records

WHEREAS, pursuant to Ordinance Number 1475 of City of Baldwin Park (District), and Revenue and Taxation Code section 7270, the District entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the Board of the District (City Council) deems it desirable and necessary for authorized officers, employees and representatives of the District to examine confidential sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected by the Department for the District pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE BOARD OF THE DISTRICT (CITY COUNCIL) OF CITY OF BALDWIN PARK HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Chief Executive Officer, Director of Finance, or other officer or employee of the District designated in writing by the Chief Executive Officer to the California Department of Tax and Fee Administration is hereby appointed to represent the District with authority to examine sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the District by the Department pursuant to the contract between the District and the Department.

Section 2.

The information obtained by examination of Department records shall be used only for purposes related to the collection of District transactions and use taxes by the Department pursuant to that contract.

Section 3.

That this resolution supercedes all prior resolutions of the Board of the District (City Council) adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

PASSED, APPROVED, and ADOPTED this 21st day of December, 2022.

EMMANUEL J. ESTRADA
MAYOR

ATTEST:

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

} **SS:**

I, Christopher Saenz, City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2022-068** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **December 21, 2022** and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

CHRISTOPHER SAENZ
CITY CLERK

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of BALDWIN PARK, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

En

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

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

Attention: Rose Tam, Director of Finance

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF BALDWIN PARK

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

Enrique C. Zaldivar, P.E.
(Typed Name)

Chief Executive Officer
(Title)

**AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Baldwin Park has adopted, and the voters of the City of Baldwin Park (hereafter called “City” or “District”) have approved by the required majority vote, the City of Baldwin Park Transactions and Use Tax Ordinance (hereafter called “Ordinance”), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the “Department”) and the City do agree as follows:

**ARTICLE I
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9 and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, **Ordinance No. _____**, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES**

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion

of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

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

Attention: Rose Tam, Director of Finance

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on MM/DD/YYYY This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF BALDWIN PARK

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

Enrique C. Zaldivar, P.E.
(Typed Name)

Chief Executive Officer
(Title)

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: December 21, 2022
SUBJECT: Authorize the Award of Construction Contract to Stance Construction Company, for City Project No. CIP 22-040, Calino Avenue Street Improvements

SUMMARY

This item will accept plans and specifications for the project and authorize the award of a construction contract with Stance Construction Company, in an amount of \$649,726.51 for the Calino Avenue Street Improvements Project. The Project consist of construction of new infrastructure for sanitary sewer, storm drain and street improvements along Calino Avenue.

RECOMMENDATION

It is Staff's recommendation that the City Council:

1. Approve and award the construction contract to Stance Construction Company of Chino, CA in the amount of \$649,726.51; and
2. Authorize the Mayor and City Clerk to execute the contract with Stance Construction Company; and
3. Authorize the Director of Finance to appropriate \$715,000 from the APRA fund and make necessary budget adjustment.

FISCAL IMPACT

There is no fiscal impact on the General Fund. Funding for the construction of the project will come from Fund No. 275 American Rescue Plan Act (ARPA) Community Assistance set-aside portion under the infrastructure category as follows:

Fund Appropriation		Amount
CIP 22-040	Appropriate – Fund #275 American Rescue Plan Act (ARPA) Community set-aside under the Investments in infrastructure category	\$715,000.00
Total Amount		\$715,000.00

Construction Costs		Amount
Construction Contract		\$649,726.51
Construction Contingency (≈10%)		\$65,273.49
Total Construction Budget		\$715,000.00

BACKGROUND

Calino Avenue is located west of Puente Avenue and south of the Interstateb10 Freeway and is an unimproved private residential street. The pavement is in poor condition and does not meet the City-street standards resulting in flooding of the street. There are no curb and gutters, sidewalks, storm drains nor sanitary sewer availability. Twelve (12) of the homes along Calino Avenue are on septic

tank systems. Septic tanks are susceptible to leaks, overflows, and become obstructed if not properly maintained, posing a risk to residents and the environment. Septic tanks are no longer allowed by the State of California when sanitary sewer infrastructure is available.

In 2004, in an effort to address the situation, eighty-four percent (84%) of the property owners who reside along Calino Avenue signed a petition requesting that the City initiate the formation of an assessment district. On October 20, 2004, the City Council adopted Resolution 2004-073 declaring its intent to construct certain improvements based on the proposed Calino Avenue Assessment District No. 2004-01. Despite the adoption of the resolution, the proposed formation of the assessment district was not formed due to lack of participation by two property owners. The largest property holds two homes and one apartment complex.

However, considering the passage of the American Recovery Plan Act (ARPA), renewed interest from the residents lead to a preliminary review for the feasibility of constructing the improvements by leveraging these funds. This once-in-a-generation infusion of funds provides an opportunity for State, Local, and Tribal governments with the ability to address a broad range of water and sewer infrastructure needs. ARPA provides governments with wide latitude to identify investments in water and sewer.

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

On November 2, 2022, City Council accepted plans and specifications and authorized the solicitation of bids by publishing a Notice Inviting Bids (NIB). The NIB was also placed on "PlanetBids", an online project advertisement website

DISCUSSION

The proposed project consists of the construction of a sewer mainline extension with laterals including cleanouts to 12 of the 14 benefit properties. The project also includes construction of a storm drain mainlines connected to surface catch basin inlets to relieve the existing flood condition that occurs during rain events. Additional improvements include construction of sidewalk, drain gutters, and reconstruction of the roadway pavement structural section.

A notice inviting bids for the project was advertised in the San Gabriel Tribune as well as on the City's website bid portal (connected to "Planet Bids"). On November 29, 2022, a total of three (3) bids were received and checked for errors, and all were determined to be valid. The following is a summary of the bids received:

No.	Contractor	Location	Base Bid Amount
1	Stance Construction Company	Chino, CA	\$649,726.51
2	EBS General Engineering, Inc.	Corona, CA	\$967,835.00
3	Palp, Inc. DBA Excel Paving Company	Long Beach, CA	\$1,179,835.00

The lowest responsive and responsible bid was from Stance Construction Company of Chino, California. Staff has checked and verified references and recommends that the City Council move forward with the award of contract for this project. If approved the work is anticipated to commence in January 2023.

Upon completion of the project, the newly constructed sewer laterals will be connected from the street to the existing properties along Calino Avenue and the existing septic tanks will be removed as part of a future project.

ALTERNATIVES

1. The City Council may choose not to award a construction contract, reject all bids and re-bid the project. This action is not recommended as re-bidding the project will delay the work and may result in increased costs.
2. Provide Staff with alternate direction.

CEQA REVIEW

The subject Calino Avenue Street Improvements Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to a Class 1 (Section 15301, Existing Facilities), subsection (c) exemption, which includes Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes). The key consideration for a Class 1 exemption is whether the project involves negligible or no expansion of an existing use.

LEGAL REVIEW

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

ATTACHMENTS

1. Contract Service Agreement

CONTRACT DOCUMENTS
CONTRACT SERVICE AGREEMENT FOR
CALINO AVENUE STREET IMPROVEMENTS
PROJECT NO. CIP 22-040

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 21st day of December, 2022 by and between the CITY OF BALDWIN PARK, a municipal corporation, (herein "City") and Stance Construction Company (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. The City requires **asphalt concrete pavement, sidewalks, cross-gutters, driveways, longitudinal gutters, Sewer and storm drain system, construction surveying & staking and adjusting utility covers to finished grade**. Contractor has represented to the City that Contractor is qualified to perform said services and has submitted a proposal to the City for the same.

B. The City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 **Scope of Services** – In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Special and Technical Provisions, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 **Documents Included in Contract** – This contract consists of the Notice Inviting Bids and Instructions to Bidders, Bid Documents, Proposal Schedule, Bid Bond (Bidder's Guarantee), Designation of Sub-contractors, Statement of Non-collusion by Contractor, Certification of Principal, Supplemental Information, Specifications, Plans, this Contract Services Agreement, Faithful Performance Bond, Labor and Materials Bond, Warranty Bond, Guarantee, Tax Identification Form, Workers' Compensation Certification, and any and all schedules and

attachments to it which are incorporated as if fully set forth herein. In the event of an inconsistency, this Agreement shall govern.

1.3 Compliance with Law – All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments – Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all sub-contractors' compliance with this Section.

1.5 Familiarity with Work – By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work – The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties – Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all sub-contractors to comply with the provisions of this agreement.

1.8 Additional Services – City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in

the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 **Special Requirements** – Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "A through C" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "A through C" and any other provisions of this Agreement, the provisions of Exhibit "A through C" shall govern.

1.10 **Prevailing Wages Laws** – In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the office of the City Clerk and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2. **COMPENSATION**

2.1 **Contract Sum** – For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of six hundred forty-nine thousand seven hundred twenty-six dollars & fifty-one cents (\$ 649,726.51) (herein "Contract Sum"), except as provided in Section 1.8. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 **Progress Payments** - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 7.3 of this Agreement for retention of funds.

3. **PERFORMANCE SCHEDULE**

3.1 **Time of Essence** – Time is of the essence in the performance of this Agreement.

3.2 **Schedule of Performance** – Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit "A"**, if any, and incorporated herein by this reference. When requested by the Contractor, the Contract Officer may approve extensions to the time period(s) specified in the Schedule of Performance in writing.

3.3 **Force Majeure** – The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 **Term** – Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer.

4. **COORDINATION OF WORK**

4.1 **Representative of Contractor** – The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its

behalf with respect to the work specified herein and make all decisions in connection therewith:

Ahmad Elrabaa - 909.551.5828 / Ahmad@stancecc.com

Tahha Elsherif - 626.274.3156 / Tahha@stancecc.com

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer – The Contract Officer shall be such person as may be designated by the City Manager or City Engineer. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Assignment – The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor – Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its sub-contractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, sub-contractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at

any time or in any manner represent that it or any of its sub-contractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work – Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation – City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

4.7 Trenches or Excavations – Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of this Agreement.
- c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or

by law, which pertain to the resolution of disputes and protests between the contracting parties.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 **Insurance** – The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
()	Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
()	Professional Liability Insurance (providing for a one-year discovery period)	\$1,000,000 limit
(X)	Workers' Compensation/Employers' Liability Insurance	Statutory \$1,000,000 per occurrence

CONDITIONS:

In accordance with Public Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of "A" minus or better. This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the City Engineer, City of Baldwin Park, 14403 East Pacific Avenue, Baldwin Park, California 91706.

Any insurance maintained by the City of Baldwin Park shall apply in excess of and not combined with insurance provided by this policy.

The City of Baldwin Park, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's

company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements, is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its sub-contractor's performance of the work covered under this agreement.

Each contract between the Contractor and any sub-contractor shall require the sub-contractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification – Contractor shall indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, sub-contractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City, its officers, agents or employees, and in connection therewith:

- a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out

of or in connection with Contractor's (or its agents', employees', sub-contractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

- c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.
- d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all sub-contractors.

5.3 Labor and Materials, Performance and Warranty Bonds – Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond, a performance bond and a warranty bond, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Sufficiency of Insurer or Surety – Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal

Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

5.5 Substitution of Securities – Pursuant to California Public Contract Code Section 22300, substitution of eligible 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.

6. RECORDS AND REPORTS

6.1 Reports – Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records – Contractor shall keep, and require sub-contractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents – All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law – This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes – In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 7.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3 Retention of Funds – Progress payments shall be made in accordance with the provisions of Section 2.2 of this agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

7.4 **Waiver** – No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 **Rights and Remedies are Cumulative** – Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 **Legal Action** – In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 **Liquidated Damages** – Since actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in subsection 6-9 on page D-10 of the Standard Specifications and the Provisions of the Contract Specifications. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the scope of services. The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 **Termination for Default of Contractor** – If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

7.9 **Attorneys' Fees** – If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's

fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

8.1 Non-liability of City Officers and Employees – No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest – The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination – Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 Notice - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Baldwin Park
 14403 East Pacific Avenue
 Baldwin Park, California 91706
 Attention: City Engineer

To Contractor: Stance Construction Company
 Ahmad Elrabaa
 5314 Mariner Ln.
 Chino, CA 91710
 909-551-5828

9.2 Interpretation – The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason

of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment – It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability – In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Hiring of Undocumented Workers Prohibited – Contractor shall not hire or employ any person to perform work within the City of Baldwin Park or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

9.6 Unfair Business Practices Claims – In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or sub-contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

9.7 Corporate Authority – The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.8 Legal Responsibilities – The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply

with all such laws, ordinances and regulations. Neither the City, nor their officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

9.9 Termination for Convenience – The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications, which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents, which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CONTRACTOR:

By: Tahha Elsherif (Print Name)
(Print Name)

Signature: Tahha Elsherif

Title: President

Address: 5314 Mariner Ln,
Chino, CA 91710

By: Ahmad Elrabaa (Print Name)
(Print Name)

Signature: Ahmad Elrabaa

Title: Vice President

Address: 5314 Mariner Ln,
Chino, CA 91710

CITY OF BALDWIN PARK, a municipal
corporation

By: _____
Emmanuel J. Estrada, MAYOR

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the Obligees have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the 21st day of December, 2022 referred to and made a part hereof for: The City requires **asphalt concrete pavement, sidewalks, cross-gutters, driveways, longitudinal gutters, Sewer and storm drain system, construction surveying & staking, adjusting utility covers to finished grade**, and all appurtenant work in accordance with plans and specifications for **PROJECT NO. CIP 22-040**, which agreement requires the Principal to provide Obligees with this bond.

NOW THEREFORE, we, STANCE CONSTRUCTION COMPANY, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Baldwin Park, as Obligees, in the sum of

 Dollars (\$ 649,726.51), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its sub-contractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

(Corporate Seal)

STANCE CONSTRUCTION COMPANY

Principal

By Tahha Elsherif

President

Title

(Corporate Seal)

Surety

By

Title

APPROVED AS TO FORM:

City Attorney

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, STANCE CONSTRUCTION COMPANY, as Principal, has entered into a contract dated December 21st, 2022, with the City of Baldwin Park (Obligee) referred to and made a part hereof to perform the following work, to wit: The City requires **asphalt concrete pavement, sidewalks, cross-gutters, driveways, longitudinal gutters, Sewer and storm drain system, construction surveying & staking and adjusting utility covers to finished grade for PROJECT NO. CIP 22-040**, which requires Principal to file this bond to secure claims made under Civil Code Section 3082 et seq.

NOW THEREFORE, we, STANCE CONSTRUCTION COMPANY, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Baldwin Park, as Obligee, and all sub- contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ 649,726.51), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 3181 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment

therefore, nor by any change or modification of any terms of payment or extension of the time for

any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Civil Code Section 3082 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 15, Chapter 7, Works of Improvement, commencing with Section 3247 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

(Corporate Seal)

STANCE CONSTRUCTION COMPANY

Principal

By Takha Elsherif

President

Title

(Corporate Seal)

Surety

By _____

Title

(California Civil Code Sections 3248, 3225)

APPROVED AS TO FORM:

City Attorney

**WARRANTY BOND
PUBLIC WORKS**

WHEREAS, the City Council of the City of Baldwin Park, State of California, and
STANCE CONSTRUCTION COMPANY, (hereinafter designated as "Principal")
have entered into a written contract (the "Contract") dated 12/21/2022

whereby Principal agrees to install and complete The City requires **asphalt concrete pavement, sidewalks, cross-gutters, driveways, longitudinal gutters, Sewer and storm drain system, construction surveying & staking and adjusting utility covers to finished grade for PROJECT NO. CIP 22-040**, which Contract is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or defective materials furnished.

NOW, THEREFORE, we, the Principal and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of Baldwin Park, (hereinafter called "City"), in the penal sum of _____ Dollars, (\$ _____) lawful money of the United States, which is 50% of the amount of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

STANCE CONSTRUCTION COMPANY

Principal
By _____ Date _____
Signature
Title

Surety
Address
Phone Number
By _____ Date _____
Signature
Title

APPROVED AS TO FORM:

City Attorney

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, a Notary Public, personally appeared _____, personally known to me OR 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.

WITNESS my hand and official seal.

NOTARY PUBLIC

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address: 5314 Mariner Ln, Chino, CA 91710

Telephone Number: 909-551-5828

Date: 12/21/22

Print Name: Ahmad Elrabaa
Principal

Signature: *Ahmad Elrabaa*

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Sam Gutierrez, Director of Public Works

DATE: December 21, 2022

SUBJECT: Authorize Purchase Orders and Expenditures at The Home Depot, Inc. from Approved Fiscal Year 2022-23 Funds for Materials and Supplies in Various Maintenance and Operations Cost Centers Within the Department of Public Works

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. Although, the funds for the expenditures were approved and budgeted in the City's FY2022-23 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, 2023.

RECOMMENDATION

It is recommended that the City Council:

1. Authorize the expenditure of approved funds in the amount not-to-exceed \$35,000 for purchase of materials and supplies from The Home Depot, Inc. through June 30, 2023; and
2. Authorize the Director of Finance to make the necessary budget transfers and adjustments; and
3. Authorize the Public Works Director to prepare and process the necessary purchase order requisitions.

FISCAL IMPACT

There is no impact to the General Fund. The requested funds do not require an appropriation as the funds were approved in the current fiscal year operations budget. The not-to-exceed amount requested is \$35,000 and will be encumbered by various Purchase Order requisitions as follows:

No.	Description	Account No.	Amount
1	Small tools and hardware and supplies for fleet section.	402-50-590-53100-00000	\$2,000.00
		402-50-590-53100-00000	\$2,000.00
2	Supplies for Traffic Sign installations	245-50-550-53100-15622	\$5,000.00
3	Materials and supplies for pothole repairs	240-50-551-53100-15705	\$5,000.00
4	Specialized spray paints and colored paints	245-50-570-53100-14885	\$5,000.00
5	Materials and supplies for irrigation repairs	251-50-571-53100-00000	\$6,000.00
6	Materials and supplies for landscape maintenance	251-50-560-53100-00000	\$6,000.00
7	Materials and supplies for transit maintenance	254-50-581-53100-15510	\$4,000.00
Total			\$35,000.00

Purchase Order requisitions are included in Attachment 1 to this report.

BACKGROUND

The Department of Public Works Maintenance Division is comprised of 6 different crews. The crews include Streets, Parks, Street Landscape, Traffic control/ Signal, Graffiti, and Fleet. 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, 2023. 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 an emergency the location is optimal to pick up last-minute material or supplies.

ALTERNATIVES

The City Council may choose:

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

CEQA REVIEW

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

LEGAL REVIEW

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

ATTACHMENTS

1. Purchase Order Requisitions

CITY OF BALDWIN PARK

PURCHASE REQUISITION

Date: 12/21/22

Vendor: Home Depot

P.O. #: _____

Requisition #:

Address: 3200 Puente Avenue

Vendor #: _____

Date Required:

Baldwin Park, CA 91706

Order Date: _____

Phone #: 626) 813-7131 **Fax #:**

Fax #:

ANNUAL PURCHASE ORDER FY 2022/23

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Annual Purchase Order for small tools and miscellaneous hardware and supplies	402.50.590.53100.00000		2,000.00
				402.50.591.53100.00000		2,000.00
			Quote based on:			
			12 oz WD-40 can			
			1 qt Funnel			
			Screws			
			Drill Bits			
					Subtotal:	4,000.00
					Tax:	
					Shipping:	
					Total:	4,000.00

Please provide justification for purchase below:

Materials and supplies needed for Fleet Division to continue daily operation

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	626) 813-7131	Roger	\$ 30.58
☐ Email	Nichols Lumber	626) 960-4802	Israel	\$ 33.67
☐ Internet	Kimball	949) 437-1000	Alonso	\$ 36.57
☐ Other (Please provide explanation):				

Name of employee who obtained / received quotes: Joe Licitra

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)

Revised 6-27-2019

CITY OF BALDWIN PARK

PURCHASE REQUISITION

Date: <u>12/21/22</u>	Vendor: <u>Home Depot</u>	P.O. #: _____
Requisition #: _____	Address: <u>3200 Puente Ave</u>	Vendor #: _____
Date Required: _____	<u>Baldwin Park, CA 91706</u>	Order Date: _____
	Phone #: <u>626-813-7131</u> Fax #: _____	

ANNUAL PURCHASE ORDER FY 2022/23

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Annual Purchase Order for supplies used for traffic signs	245-50-550-53100-15622		5,000.00
			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:	5,000.00
					Tax:	
					Shipping:	
					Total:	5,000.00

Please provide justification for purchase below:

Material and supplies used for maintenance of traffic signs and signals city-wide.

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: Anthony Vazquez

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: 12/21/22 **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 2022/23

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Annual Purchase Order for miscellaneous supplies	240.50.551.53100.15705		5,000.00
			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:	5,000.00
					Tax:	
					Shipping:	
					Total:	5,000.00

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.

<u>Method:</u>	<u>Vendors:</u>	<u>Phone # or Web Address:</u>	<u>Contact Person or Email:</u>	<u>Quotes:</u>
☒ 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

P.O. #:

Vendor #:

Order Date:

Phone #: 626) 813-7131 **Fax #:** _____

ANNUAL PURCHASE ORDER FY 2022/23

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Annual Purchase Order for specialized spray paints and colored paints	245.50.570.53100.14885		5,000.00
			Quote based on:			
			Kiiz Primer			
			1 Gallon Paint			
			5 Gallon Paint			
					Subtotal:	5,000.00
					Tax:	
					Shipping:	
					Total:	5,000.00

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.

<u>Method:</u>		<u>Vendors:</u>	<u>Phone # or Web Address:</u>	<u>Contact Person or Email:</u>	<u>Quotes:</u>
☒	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

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>12/21/22</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 2022/23

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Annual Purchase Order for miscellaneous supplies	251.50.571.53100.00000		6,000.00
			Quote based on Leather Gloves, Pine Sol 144 oz, Wooden Handle Shovel			
			Water Hose 5/8 in X 100ft and Master Lock			
					Subtotal:	6,000.00
					Tax:	
					Shipping:	
					Total:	6,000.00

Please provide justification for purchase below:

Material and supplies used for maintenance and up keep of parks, also to sanitize and disinfect patios and playground equipment.

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		\$ 111.48
☐ Email	Lowe's	Lowe's .com		\$ 129.21
☐ Internet	Ace	Ace .com		\$ 117.95
☐ 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: 12/21/22 **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 2022/23

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		6,000.00
			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:	6,000.00
					Tax:	
					Shipping:	
					Total:	6,000.00

Please provide justification for purchase below:

Material and supplies for any street landscape.

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	Homedepot.com	Nancy	\$ 45.85
☐ Email	Lowes	Lowes.com	Tom	\$ 63.95
☐ Internet	Grainger	Grainger.com	Jerry	\$ 156.64
☐ Other (Please provide explanation): _____				

Name of employee who obtained / received quotes: Fernando Granados

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: 12/21/22 **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 2022/23

Item	Qty	Unit	Catalog/Item No./Description	Account No.	Unit Price	Total Amount
			Annual Purchase Order for service for material and supplies	254-50-581-53100-15510		4,000.00
			Quote based on:			
			Steel hammer			
			20 oz head weight			
			Gorilla tape 2.88" x 90 ft			
			Zip ties 11"			
			Wire nuts 76lbs 100 pack			
					Subtotal:	4,000.00
					Tax:	
					Shipping:	
					Total:	4,000.00

Please provide justification for purchase below:

Material and supplies used for maintenance of bus shelters

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		\$ 300.53
☐ Email	Lowes	Lowes.com		\$ 319.42
☐ Internet	Grainger	Grainger.com		\$ 400.25
☐ 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)

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: December 21, 2022
SUBJECT: Approval of Construction and Maintenance Agreement (C&M Agreement) with Southern California Regional Rail Authority (SCRRA) Covering the Rail Grade Crossing Improvements at Pacific Avenue and Bogart Avenue

SUMMARY

This report seeks City Council Consideration for entering into a Construction and Maintenance Agreement (CMA) with Southern California Regional Rail Authority (SCRRA) for Rail Crossing Improvements at Pacific Avenue (CIP 20-31 and CIP No. 20-35). Improvements at the at-grade crossing will provide safety upgrades for pedestrian and vehicular travelers and will construct necessary improvements to make the crossing ready for future Quiet Zone implementation.

RECOMMENDATION

1. Staff recommends that City Council approve the Construction & Maintenance Agreement with SCRRA covering the cost for construction of railroad improvements on Pacific Avenue between Bogart and Downing Avenue in amount of \$3,643,508.00; and
2. Authorize the Mayor and City Clerk to execute the agreement.

FISCAL IMPACT

The approval of this action will have no impact on the City's General Fund. This project is funded through Caltrans' Highway Safety Improvement Program (HSIP), Prop C Local Match, First and Last Mile MTA Grant, and Measure M Revenue Bond Funds. The project is included in the current Fiscal Year's Capital Improvement Program (CIP) approved by City Council on September 1, 2021. The funds available for the project are as follows:

Available Funds		Amount Available
CIP No. 20-31	Surface Transportation Program Local Fund (STPL)	\$700,000.00
	Highway Safety Improvement Program (HSIP)	\$249,992.00
CIP No. 20-35	Measure M Bond Proceeds	\$1,779,500.00
	1 st Mile Last Mile (Quad Gates)	\$300,000.00
Appropriate	Measure M Bond Proceeds (Additional Drawdown)	\$1,459,658.00
Total		\$4,489,150.00

BACKGROUND

On October 22, 2012, the City of Baldwin Park was awarded a State Highway Safety Improvement Program (HSIP) Grant in the amount of \$344,600 to design and construct traffic signal and center median improvements at the intersection of Pacific Avenue and Bogart Avenue.

On March 6, 2013, the City Council approved a consultant services agreement with Evan Brooks and Associates (EBA) for the design and preparation of plans, specifications, and estimate (PS&E) for the traffic signal improvements. During the design phase, it was determined that the Southern California Regional Rail Authority (SCRRA Metrolink) would have to be involved in the review process due to the proximity of the project to the railroad right-of-way. After several meetings with Metrolink's staff, it was

agreed that improvements would have to be made along the railroad right-of-way to comply with certain requirements of SCRRA and CPUC.

On April 15, 2016, the City entered into a Construction and Maintenance Agreement with SCRRA for Rail Crossing Improvements at the Ramona Boulevard crossing. The improvements would not only bring the crossing to current SCRRA standards but would also make the crossing Quiet Zone ready. In light of this development and because the City was already working on a project at the Pacific Avenue crossing, staff decided to expand the scope of the project to also include similar improvements such as train pre-emption timing, installation of pedestrian access gates and other improvements to make the Pacific Avenue crossing Quiet Zone ready.

On December 21, 2016 the City Council approved a Design Services Agreement (DSA) for railroad design review services that included the scope imposed by SCRRA but also expanded the design to include the Quiet Zone scope.

Since Ramona Boulevard and Pacific Avenue are two consecutive crossings scheduled to receive, or have received, rail safety and Quiet Zone ready improvements, Staff explored the feasibility for the implementation of a Quiet Zone. To meet the one-half mile requirement, Staff researched the consecutive downstream crossings for possible candidates. This included MacDevitt Street, Merced Avenue and Foster Avenue crossings. These three crossings along with the Ramona Boulevard and Pacific Avenue crossings, cover a length of approximately 1.4 miles which is well over the minimum requirement. With the locations selected, the next biggest hurdle to overcome and the major contributor to a viable project was identifying funding for the cost of improving the crossings.

On August 15, 2018, City Council authorized staff to proceed with obtaining funding for the project through the issuance of Measure M Revenue Bond. On October 16, 2018 the City Council held a Public Hearing for public comment and approval of Resolution No. 2018-299 approving the bond sale and related actions for financing of the project. The availability of the Measure M Revenue Bond funds to cover costs for the improvements removed the biggest challenge of the project. This allowed the City to engage with SCRRA to prepare the plans and manage the project through the authorization process with the California Public Utilities Commission (CPUC) and Caltrans. With the support from SCRRA and CPUC, the City can expedite the project and coordinate project management, construction management and inspection activities to keep the project current and active.

On April 15, 2021, the City received authorization to proceed with the construction phase of the project. Since then, staff has been working with consultants and SCRRA on the development of Construction and Maintenance (C&M) Agreement. This item will approve the C&M agreement so that the project can move on to the construction phase.

DISCUSSION

There has been significant interest in establishing a Quiet Zone within the City of Baldwin Park. The residents of the City, particularly those that live adjacent to the tracks, in numerous occasions, have voiced concerns about the loud sound of the train horn and have expressed a desire to eliminate the sound with the implementing a Quiet Zone. Quiet Zones are sections of the railroad corridor where train crews will not regularly sound their horns. To meet the minimum implementation requirements for a Quiet Zone, the City would need to make improvements to all highway-rail grade (public, private and pedestrian) crossings within a minimum length of one-half mile along the length of railroad right-of-way.

The City's Rail Crossings Safety Improvements Project consists of main rail track crossings at Merced Avenue, McDevitt Street, Foster Avenue and Pacific Avenue and others. This segment on the San Bernardino Metrolink line serves 38 weekday passenger trains and 4 weekday freight trains. The

crossings are located near businesses, schools, and residential neighborhoods. There is vehicular traffic and significant amount of pedestrian traffic along these crossings.

The features of the proposed design may improve the overall travel time for trains by reducing the potential for train-automobile and train-pedestrian collisions, thereby increasing safety. It will also help with reducing delays to passenger rail traffic, freight rail traffic, and motor vehicles traveling through crossings. Projected future traffic increases will only cause the existing deficiencies to increase and create more delay or more opportunity for rail, automobile, and pedestrian accidents to occur.

The planned improvements at the at-grade crossings will bring the highway-rail crossing up to current SCRRRA Grade Crossing Safety Standards and may include among other improvements, new raised median islands, additional warning devices with gate arms and cantilevered flashing signals, improved pavement, curbs, gutters and sidewalks with pedestrian warning devices such as pedestrian gate arms, emergency swing gates, channelization and other enhancements, right-of-way swing gates, signing and striping, and other roadway improvements. These facilities will be built to SCRRRA standards with slight design deviations due to the existing site conditions and crossing geometry. Additionally, the improvements at Foster Avenue which is an at-grade pedestrian-only crossing may include improvements to pavement, curbs, gutters, and ADA accessible sidewalks with pedestrian warning devices such as pedestrian gate arms.

The City proposes to enter into a C&M Agreement to allow for the construction of dual railroad crossing gates and signalized traffic signals at Pacific and Bogart Avenues in anticipation for the implementation of a quiet zone in the near future. In support of this project, SCRRRA will be providing technical support to include:

- Technical document reviews of engineering plans and construction oversight inspections
- Design and construction for the relocation of railroad signals in conflict with construction
- Operations and management of railway communications and signal support
- Safety training and flagging services
- Railroad inspection and rehabilitation services
- Associated costs for the safety and operation of the railroad during construction of the dual crossing gates, traffic signals, and roadway realignment and reconfiguration

The estimated cost for construction totals \$3,643,508.00 for the railroad improvements on Pacific Avenue between Bogart and Downing Avenue. This railroad improvement project is funded with proceeds from Measure M Revenue Bond. The estimated cost for traffic signal improvements at Pacific and Bogart Avenues totals \$1,173,513.00. This traffic signal improvement project is funded by the State's Highway Safety Improvement Program (HSIP) funds and Surface Transportation Program Local (STPL) funds.

Design services for the Pacific Avenue crossing were handled by SCRRRA through a DSA with language and policy reviews performed by Evan Brooks Associates and quality assurance and railroad construction expertise and advisements provided by Railpros Rail Engineers. As part of the DSA, SCRRRA has provided the City with a comprehensive review of the C&M Agreement that have since been completed. This report requests approval of the C&M Agreement with SCRRRA in order to commence construction on the Pacific Avenue crossing improvements in early 2023. The City will serve as the contract awarding authority and take the lead the project. Working closely with SCRRRA the City will coordinate construction efforts within the rail right-of-way with SCRRRA and its contractors.

ALTERNATIVES

1. The City Council may choose not to approve the C&M Agreement and forgo having any improvements constructed on SCRRA's right-of-way. This action is not recommended as it may have a negative impact on the city-side traffic signal improvements as it will require a complete redesign of the project scope. This action will introduce a significant delay which may impact existing funding agreement timelines for MTA and HSIP grants. Further, the proposed improvements covered in the C&M agreement are critical for the development of a Quiet Zone designation. Not constructing the improvements will place a significant setback to the City's goal of implementing a Quiet Zone.
2. Provide Staff with an alternative direction.

CEQA REVIEW

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

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content. The City Attorney has reviewed the C&M Agreement and provided several comments to improve the language and to provide further legal protections. These comments were accepted by SCRRA and are incorporated in the C&M Agreement.

ATTACHMENTS

1. Construction and Maintenance Agreement with SCRRA

CONSTRUCTION AND MAINTENANCE AGREEMENT

for

PACIFIC AVENUE

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND THE

CITY OF BALDWIN PARK

COVERING THE

HIGHWAY-RAIL AT GRADE CROSSING

AT

SCRRA MILE POST 18.71 - SAN GABRIEL SUBDIVISION

US DOT NO.: 747281C

CPUC NO.: 101SG-18.71

IN

BALDWIN PARK,

LOS ANGELES COUNTY,

CALIFORNIA

SCRRA Folder No.: S0000041

SCRRA Project No.: 861034

Construction and Maintenance Agreement
for

PACIFIC AVE

CPUC No. 101SG-18.71

DOT No.: 747281C

SCRRA MILE POST 18.71 - SAN GABRIEL SUBDIVISION

BALDWIN PARK,

LOS ANGELES COUNTY,

CALIFORNIA

THIS Construction and Maintenance Agreement ("AGREEMENT") is made and entered into as of the _____ day of _____, 2022, by and between the **SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**, a joint powers authority existing under the laws of the State of California (hereinafter referred to as "SCRRA"), to be addressed at 900 Wilshire Blvd, Suite 1500, Los Angeles, CA 90017 and the **CITY OF BALDWIN PARK**, a general law city and municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "CITY"), to be addressed at 14403 East Pacific Avenue, Baldwin Park, CA 91706. SCRRA and the CITY may be referred to singly as "PARTY" and collectively as "PARTIES."

RECITALS:

SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the “METROLINK” commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (“METRO”), Ventura County Transportation Commission (“VCTC”), Orange County Transportation Authority (“OCTA”), San Bernardino County Transportation Authority (“SBCTA”), and Riverside County Transportation Commission (“RCTC”).

SCRRA controls, administers, operates, and maintains the railroad track, structures, signals, communication systems, and appurtenances on the rail line known as the San Gabriel Subdivision in the area traversed by Pacific Avenue. SCRRA and the “Operating Railroads” [as used herein “Operating Railroads” means any passenger or freight-related railroad company(s) operating on SCRRA track(s), including the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR), and the Burlington Northern and Santa Fe Railway Company (BNSF)] operate trains and rail equipment through this at-grade highway railroad crossing location on right-of-way owned by Los Angeles County Metropolitan Transportation Authority, in accordance with the Shared Use Agreement dated October 30, 1992, and the Agreement between SCRRA, its Member Agencies, and the National Railroad Passenger Corporation (Amtrak) and known as the “Intercity Agreement”.

Presently, the CITY occupies the railroad right-of-way with an at-grade highway railroad crossing that carries vehicular and pedestrian traffic traversing on Pacific Avenue, CPUC No. 101SG-18.71, US DOT No. 747281C, across the tracks of SCRRA at SCRRA Mile Post 18.71 on its San Gabriel Subdivision in the City of Baldwin Park, County of Los Angeles.

The CITY desires to construct pedestrian grade crossing safety enhancements on the east side of the Pacific Avenue crossing, exit gates for both vehicular approaches, and implement advance preemption. The proposed safety enhancements will include the following as approved in the California Public Utilities Commission (CPUC) GO-88B Authorization letter (File Number

XREQ2021020002), dated February 10, 2021:

- Install traffic signals at the intersection of Pacific Avenue and Bogart Avenue, interconnected to the railroad warning devices with advance preemption.
- Modify traffic signal phasing at the intersection of Pacific Avenue and Downing Avenue, interconnected to the railroad warning devices with advance preemption of 23 seconds (based upon preapproval of Request for Special Design Consideration).
- Install “NO RIGHT TURN” (R3-1) and “NO LEFT TURN” (R3-2) activated blank-out signs for vehicular turning movements towards the crossing.
- Remove existing railroad signal house and install new railroad signal house north of existing and at 11 feet 4 inches from centerline of track due to right-of-way constraints.
- Remove existing median-mounted and curb-mounted Commission Standard 9 warning devices and install one curb-mounted Commission Standard 9 warning device for each approach to the crossing.
- Install two Commission Standard 9-E (Commission Standard 9 installed on the departure side of the at-grade crossing, also known as an exit gate) warning devices, one median-mounted in the northeast quadrant and one curb-mounted in the southwest quadrant.
- Install additional sidelight flashers on the warning devices in the northwest quadrant, directed at turning movements towards the crossing.
- Install two Commission Standard 9 pedestrian gate warning devices, with front and back flashing lights, in combination with emergency egress swing gates, tactile warning strips, and pedestrian channelization on the east side of the crossing.
- Install pedestrian barricades and signage on the west side of the crossing.
- Install concrete crossing panels for entire crossing.
- Construct eight-inch-high raised concrete median southeast of the track, extending to the intersection of Downing Avenue.
- Install continental crosswalk pavement markings.
- Install “WAIT HERE” pavement markings in the southeast quadrant, and “KEEP CLEAR” pavement markings at the crossing.
- Install retroreflective raised pavement markers along edge lines through the crossing.
- Apply California Manual on Uniform Traffic Control Devices (CA MUTCD) standard signage and pavement markings, including: W10-1 advance warning signs; R10-6 “STOP HERE ON RED” and R8-8 “DO NOT STOP ON TRACKS” signage; and “RXR” pavement markings.
- Implementation of advance preemption for Pacific Avenue of 21 seconds (based upon preapproval of Request for Special Design Consideration).

In addition to the safety enhancements proposed above, the following improvements will be made

to support the safety enhancements and provide a safe and reliable crossing:

- One (1) set of existing concrete crossing panels will be replaced on the east end of the existing crossing with ADA compliant concrete crossing panels; and
- **Ten (10)** existing field-side concrete track panels will be replaced; and
- Rehabilitation of rail crossing including replacement of ties, tie plates, & pandrol clips; and
- Modification and testing of SCRRA's signaling equipment, including but not limited to, communications, positive train control (PTC), electrical lines and appurtenances.

The proposed safety enhancements and improvements for the Pacific Avenue at-grade highway-railroad crossing and appurtenances collectively define the "PROJECT", which is further described as set forth in **Exhibit B-1**. The general location of the at-grade highway railroad crossing safety improvements proposed by the CITY are shown on the location print marked as **Exhibit B-2**. The detailed plans of the highway-railroad at-grade crossing and PROJECT are included in this AGREEMENT and collectively marked as **Exhibit B-3**.

The right-of-way presently utilized by the CITY is not sufficient in width to allow for construction of the PROJECT at the Pacific Ave at-grade highway-railroad crossing. Therefore, the CITY will need to seek an additional easement from the Los Angeles County Metropolitan Transportation Authority (METRO) to facilitate the construction of the PROJECT.

SCRRA and the CITY are entering into this AGREEMENT to cover the PROJECT described above, and as contained in the Exhibits attached to and made a part of this AGREEMENT.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the PARTIES hereto as follows:

ARTICLE 1 - LIST OF EXHIBITS

The exhibits below are attached to and made a part of this AGREEMENT as if set forth in their entirety:

Exhibit A	Standard Terms and Conditions
Exhibit B-1	Detailed Description of PROJECT
Exhibit B-2	Railroad Location Print
Exhibit B-3	PROJECT Plans
Exhibit B-4	
Exhibit B-4	List of Contractor Submittals Requiring SCRRA Review
Exhibit C	CITY Scope of Work “CITY WORK”
Exhibit D	SCRRA Scope of Work and Estimate “RAILROAD WORK”
Exhibit E-1	SCRRA Form 6 -Temporary Right-of-Entry Agreement & SCRRA Insurance Requirements
Exhibit E-2	SCRRA Form 37 – Rules and Requirements for Construction on Railway Property
Exhibit E-3	General Safety Regulation for Third Party Construction and Utility Workers on SCRRA Property
Exhibit E-4	SCRRA Grade Crossing Guidelines

ARTICLE 2 - RESERVED

ARTICLE 3 - PLANS AND SPECIFICATIONS

3.1 Under the Design Services Agreement for Pacific Avenue & Bogart Avenue Signalization Project between SCRRA and the CITY executed on December 21, 2016 & amended on April 4, 2019, SCRRA has prepared, or caused to be prepared, the detailed Plans, Specifications, and Estimates (the “PS&E”) for the changes, additions, or alterations to existing SCRRA Positive Train Control (PTC) system, signals, and communication facilities required in connection with the PROJECT, which is more fully described in **Exhibit D** (the “RAILROAD WORK”).

3.2 The CITY shall comply with all SCRRA terms and conditions that are described in **Exhibits E-1**, through and including **Exhibit E-4**, and other special guidelines that SCRRA may provide to the CITY for this PROJECT for any work performed on the PROJECT.

3.3 CITY has prepared the PS&E for the design of the sidewalk, pedestrian channelization, and appurtenances in connection with the PROJECT, which is more fully described in **Exhibit C** (the “CITY WORK”).

3.4 Upon completion of construction of the PROJECT, the CITY, at its sole cost and expense, shall furnish a compact disc (CD) or a Digital Versatile Disc (DVD) containing all of the construction and contract documents in portable document format (PDF), including but not limited to; plans depicting the as-constructed condition of the PROJECT and appurtenances, and drawings for SCRRA owned or maintained facilities electronically in an editable MicroStation or AutoCAD file format.

ARTICLE 4 - SCRRA REQUIREMENTS

4.1 The CITY, at its sole cost and expense, shall comply and ensure that its employee(s), consultant(s), and contractor(s) comply, at all times when on the railroad right-of-way, with the rules and regulations, as contained in the current editions of the following documents, which are otherwise known as “REFERENCES”, as incorporated in this document as if they were set full in this article, and incorporated in this AGREEMENT by reference. These documents are described and can be accessed through SCRRA’s website www.metrolinktrains.com, as the following:

- ***SCRRA Form 6 -Temporary Right-of-Entry Agreement & SCRRA Insurance Requirements (Exhibit E-1)***
- ***SCRRA Form 37 – Rules and Requirements for Construction on Railway Property (Exhibit E-2)***
- ***General Safety Regulation for Third Party Construction and Utility Workers on SCRRA Property (Exhibit E-3)***
- ***Applicable SCRRA Engineering Standard Drawings***
- ***Applicable SCRRA Specifications***

4.2 The CITY and all employee(s), consultant(s), and contractor(s) employed by the CITY shall ensure compliance with the terms and conditions of the AGREEMENT for their work specified in this Article. All CITY employee(s), consultant(s) and contractor(s) working on the PROJECT must (i) attend the SCRRA Safety Training for Roadway Worker Protection (“RWP”),

as a mandatory prerequisite to enter the railroad right-of-way and (ii) comply with the SCRRRA Safety Rules while on railroad property.

4.3 SCRRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRRA requirements, in accordance with SCRRRA's Efficiency Testing Program, in compliance with 49 CFR 214 – Railroad Workplace Safety Regulations and SCRRRA Third Party Work Rules. The employee(s), consultant(s), and contractor(s) shall cooperate with SCRRRA, Federal, and State representatives at all times. Disregard for, or failure to comply with, the requirements of 49 CFR 214 – Railroad Workplace Safety regulations, or SCRRRA third-party safety requirements, may result in the removal of an offending individual(s) from the railroad Right-of-Way. Egregious or repeated disregard for any safety rule or requirement may result in the termination of the Right-of-Entry Agreement.

ARTICLE 5 - MAINTENANCE BY CITY

5.1 CITY shall share equally with SCRRRA the maintenance cost of the railroad crossing warning signals and signal controls provided for in this Agreement in accordance with California Public Utilities Code (CPU Code) §1202.2, except that CITY's liability therefore shall be limited to such funds as may be set aside for allocation through the California Public Utilities Commission (CPUC), pursuant to CPU Code §1231.1. SCRRRA shall submit to the CPUC an annual invoice, every June 30th, and CPUC has 30 days upon receipt of invoice to reimburse SCRRRA for CITY's share of the maintenance costs of the railroad crossing warning signals and signal controls. This results in no direct cost to CITY for the maintenance of the automatic warning devices (excluding exit gates).

5.2 CITY shall maintain, repair and renew the at-grade highway railroad crossing area within its respective CITY boundaries starting at two (2) feet outside of the rails of each track. When two or more tracks are involved, SCRRRA shall maintain, at its expense, the area between the tracks where the distance between the center lines of tracks is fifteen (15) feet or less measured at the center line of the highway, normal to the tracks. CITY shall maintain and repair, at CITY expense, any street improvements, including asphalt pavement, street lighting, sidewalks, curb and gutters, raised medians, pavement striping and markings (traffic and pedestrian), raised pavement markers,

and signage as well as detectable warning tactile strips within the CROSSING AREA. This work shall be done pursuant to CPUC General Order 72-B.

5.3 CITY shall maintain, repair, and renew the emergency exit swing gates and detectable warning tactile strips.

5.4 The CITY shall, at the CITY's expense, coordinate with and participate in an Annual Joint Inspection of the traffic signal and associated railroad inter-connect (preemption) systems and provide assistance in support of SCRRA routine and any required troubleshooting testing of railroad/traffic signal pre-emption equipment and facilities in accordance with FRA Regulation Title 49 part 234 Subpart d of the Code of Federal Regulations (49 CFR Part 234), and provide qualified personnel to assist with testing of those traffic signal interconnect features outside of the Railroad right-of-way.

5.5 CITY shall notify SCRRA fifteen (15) working days in advance of any maintenance of a roadway, sidewalk or median islands, if that maintenance activity is to occur within the railroad right-of-way. SCRRA will provide flagging at its expense for routine maintenance by the CITY for maintenance activities specific to the roadway within the railroad right-of-way, such as striping or patching, that can be completed within one (1) flagging shift period, if the CITY coordinates the work with SCRRA for the arrangement of flagging services. Any additional SCRRA flagging shifts or inspection reasonably deemed by SCRRA to be required to protect SCRRA tracks or the traffic moving thereon shall be paid for by CITY.

5.6 CITY shall control or remove, at CITY expense, weeds or vegetation located within the CITY crossing easement or within public street right of way on or about the crossing so that it does not become a fire hazard; obstruct visibility of railroad signs and signals along the right-of-way and at highway-rail crossings; obstruct visibility of trains or rail equipment; interfere with railroad employees performing normal trackside duties; prevent proper functioning of signal and communication lines or impede railroad employees visually inspecting moving equipment. If CITY will not lawfully perform the control or removal work, CITY shall reimburse SCRRA for the reasonable cost of performing such control or removal.

5.7 If in the future, CITY elects to modify the existing crossing(s) by widening or replacement

of crossing surface(s), then any SCRRA reasonable costs of reasonably necessary modifications caused by CITY's modifications to crossing(s), including material and/or repair or rehabilitation of the railroad tracks, shall be borne by the CITY.

5.8 If in the future, CITY elects or is required by competent authority to raise or lower the grade of all or any portion of the street or highway located on the CROSSING AREA that requires the track(s) to be modified, the reasonable cost of the design and construction and all associated cost to modify the tracks shall be borne by the CITY if the modification is elected by the CITY or by the competent authority if the competent authority is requiring the modifications to the roadway.

5.9 CITY shall incorporate the requirements of **Exhibit E-1**, through and including, **Exhibit E-4** into each prime contract for maintenance through and adjacent to the CROSSING AREA. CITY shall exercise its authority as a party to any contract for construction and maintenance into which it enters to ensure its contractor(s) conforms with the requirements listed in **Exhibit E-1**, through and including **Exhibit E-4**, and to ensure that operations, right-of-way, property, or other facilities of SCRRA or the operations, property or facilities of others occupying or using the railroad right-of-way, are protected at all times. All work done by CITY, or its contractor(s), on the railroad right-of-way shall be done in a manner reasonably satisfactory to SCRRA.

5.10 CITY shall pay SCRRA a yearly maintenance fee of \$8,312.05, which is to include the cost at the crossings that currently have exit gates to be constructed as a part of this PROJECT (which represents one hour at \$346.34/hour per month, for each of the exit gates within the PROJECT, to be augmented by 4% per annum beginning in the fiscal year 2024), for the maintenance and regulatory required testing of the exit gates and the traffic detection loops associated with said exit gates, necessary for the CITY to achieve Quiet Zone Status from the FRA as per the current FRA's Use of Locomotive Horns at Highway-Rail Grade Crossings Final Rule (49CFR Parts 222 and 229). The CITY will pay the maintenance fee, once per annum, within thirty (30) days of receipt of the invoice from SCRRA, which maintenance is set forth in SCRRA's Quiet Zone Implementation Guidelines. This yearly maintenance fee will be required regardless of Quiet Zone status and will only be removed if CROSSING is grade separated.

ARTICLE 6 - MAINTENANCE BY SCRRA

6.1 SCRRRA shall maintain, repair and renew the at-grade highway railroad crossing between lines two (2) feet outside of the rails of each track. When two or more tracks are involved, SCRRRA shall maintain, at its expense, the area between the tracks where the distance between the center lines of tracks is fifteen (15) feet or less at the center line of highway, normal to the tracks. This work shall be done pursuant to CPUC General Order 72-B.

6.2 SCRRRA shall maintain, repair, and renew the railroad warning devices including vehicular and pedestrian warning devices, vehicle intrusion detection devices, striping between the warning devices and channelization devices for pedestrians (fencing and hand railing).

ARTICLE 7 - SCOPE OF WORK BY CITY

7.1 The work to be performed by the CITY is described in **Exhibit C- – CITY Scope of Work**, (hereinafter referred to as “CITY WORK”) and is marked as **Exhibit C**.

7.2 CITY shall also make any and all arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than SCRRRA which may be necessary for the construction of the PROJECT.

7.3 The CITY shall be responsible for the removal of any and all contaminated or hazardous material within the limits of the PROJECT and the CROSSING AREA not otherwise introduced by SCRRRA or SCRRRA’s agents, officers, employees, contractors and subcontractors of any tier, or other persons subject to SCRRRA’s control within each respective right-of way in accordance with applicable law or regulation.

7.4 At the completion of construction, CITY and its consultants, at its sole cost and expense shall review, verify, and prepare as-built drawings. CITY and its consultants shall also support SCRRRA staff in updating changes to the track charts by providing mark-ups on the latest track charts clearly showing what changes need to be made, including any changes in information in the data tables and any other relevant sheets within the Track Chart set. SCRRRA staff will make edits to the track charts per the Consultants mark-ups.

ARTICLE 8 - SCOPE OF WORK AND ESTIMATE BY SCRRRA

8.1 The RAILROAD WORK to be performed by SCRRA, at the CITY's sole cost and expense, is described in **Exhibit D** – SCRRA Scope of Work and Estimate, in the amount not to unreasonably exceed Three-Million Six Hundred Eighty-One Thousand One Hundred Fifty Dollars (\$3,681,150.00).

8.2 Upon receipt, from the CITY, of a written notice to proceed with the RAILROAD WORK, SCRRA will place orders for any needed materials or equipment, and issue contracts or task orders for any construction, adjustments, and/or modifications of SCRRA facilities necessary to permit construction of the PROJECT. Orders for materials, new contracts for construction, or task orders under existing contracts, will be issued in accordance with SCRRA procurement policies and the laws and regulations governing public agency contracts applicable to SCRRA.

8.3 Completion of any designs necessary for the RAILROAD WORK portion of the PROJECT, and the acceptance of the estimates in **Exhibit C**, and the deposit of any funds due SCRRA are conditions precedent to issuing the Notice to Proceed with the RAILROAD WORK.

ARTICLE 9 - CONSTRUCTION BY CITY

9.1 The CITY shall furnish, or cause to be furnished, all labor, materials, tools, equipment, and superintendence for the performance of the CITY WORK for which the CITY is responsible.

9.2 The CITY shall provide a full-time resident engineer (RE) with experience in at-grade highway-railroad grade crossing projects on the site of the work during construction. The resident engineer must be an engineer licensed in the State of California and must have the authority to provide direction to the contractor(s) employed by the CITY, and to commit the CITY within a reasonable scope of authority.

- a. It's expected the RE will:
 - i. Coordinate with SCRRA Staff and SCRRA Project Manager.
 - ii. Ensure its contractors' compliance with SCRRA Safety Rules.
 - iii. Support SCRRA Project Manager in ensuring appropriate permits and Site Specific Work Plans are in place and approved before advancing construction.

- iv. Stop any work whenever necessary to protect Life Safety and Metrolink property.
 - v. Reject materials and workmanship that do not conform to SCRRA Engineering Standards and Specifications.
 - vi. Direct unacceptable work to be removed and replaced with acceptable work.
 - vii. Communicate and coordinate with the RWIC or flagging manager including scheduling flagging protection, work windows and Form B protection.
 - viii. Ensure that all of its work shall be performed per SCRRA On-Track Safety Manual, GCOR, Cal OSHA, and all other guidelines that may apply to the tasks being performed. Inspector(s) shall document and notify the contractor and SCRRA of non-compliant work.
 - ix. Assist in coordinating the CITY WORK and work performed by SCRRA track and signal contractors at the crossing area.
- b. The resident engineer must have the following qualifications:
- i. Field experience in the areas above and have performed similar duties on an active Commuter or Class I Railroad.
 - ii. Field experience from a minimum of five at-grade highway-rail crossings construction projects on an active Commuter or Class I Railroad, preferably on SCRRA network.
 - iii. A strong adherence to safety when working on and around operating railroads.
 - iv. The ability and willingness to work when construction occurs during nights and weekends when there is less train activity.
 - v. Actual field experience in earthwork, pavements, striping, signage, fencing, track work, site utilities, drainage, concrete, and structural steel.
 - vi. Experience in coordination of railroad signal work and CITY WORK within an at-grade crossing area.
 - vii. A basic understanding of the railroad signal system at the at-grade crossing. This includes the layout of the gates, loops, pull-boxes, conduits, houses and flashers, and order of which the elements at the crossing are installed.

- viii. Familiar with SCRRA Engineering Standards and Specifications.
- ix. Understanding of SCRRA Operations. This includes Absolute Work Windows, Form B, Track & Time and potential impact from the construction to the train operations.

9.3 CITY must supervise and inspect the operations of all contractor(s) employed by the CITY to assure compliance with the Plans and Specifications approved by SCRRA, the terms of this AGREEMENT, and all safety requirements of SCRRA. If SCRRA determines that proper supervision and inspection is not being performed by CITY personnel at any time during construction of the PROJECT, SCRRA has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the PROJECT will not proceed until CITY corrects the objectionable condition or activity to the reasonable satisfaction of SCRRA. If SCRRA believes that the condition or activity is not being corrected in an expeditious manner, SCRRA will immediately notify CITY, and the CITY agrees to institute appropriate corrective action.

9.4 The CITY shall incorporate the requirements of **Exhibit E-1**, through and including **Exhibit E-4** into each prime contract for construction of the PROJECT. The CITY shall exercise its authority as a party to any contract for construction into which it enters: to ensure that its contractor(s) conforms with the requirements listed in **Exhibit E-1**, through and including **Exhibit E-4**, and to ensure that the operations, right-of-way, property, or other facilities of SCRRA, or the operations, property or facilities of others occupying or using the railroad right-of-way, are protected at all times. All work done by the CITY, or its contractor(s), on the railroad right-of-way shall be done in a manner reasonably satisfactory to SCRRA.

9.5 The CITY shall assume all liability for the costs for any delay to rail operations that result from the CITY's construction operations, failure to return track at the end of a work window, failure of excavation support, falsework, or other temporary work, and damage or disruption of utilities in performance of CITY WORK by the CITY or its contractor(s).

9.6 The CITY shall have its contractor(s) coordinate with SCRRA on the placement of any signage in, around, and adjacent to the CROSSING AREA to ensure that the placement of the signs will not block the visibility of the warning flashers for vehicular and pedestrian traffic. If signage is placed without coordinating with SCRRA and blocks the visibility of the warning flasher, the CITY, at its

expense, shall relocate the signage so that it does not block the visibility of the warning flashers.

9.7 The CITY shall furnish copies of the contractor(s) furnished submittals listed in **Exhibit B-5** to SCRRA for review and approval prior to proceeding with the work covered by the submittal. Upon approval of the CITY, the contractor or contractors may make the submittals directly to SCRRA's Project Manager. SCRRA shall be allowed thirty (30) working days to complete its review of any submittals.

9.8 The CITY must notify SCRRA's Project Manager, via email, of the date on which CITY and its contractor(s) will meet with SCRRA for the purpose of making final inspection of the PROJECT. In addition, the CITY must advise SCRRA within ten (10) business days of the date that the CITY makes final acceptance of the PROJECT.

9.9 The CITY will obtain approval from SCRRA for any construction phasing proposals, associated schedules, work plans and expected operational impacts at least sixty (60) days before the commencement of any work that has the potential to affect SCRRA operations, services, equipment, infrastructure or safety procedures. All construction phasing plans, demolition and abandonment, track removal, replacement and new installation must also be submitted for approval sixty (60) days prior to the start of the work. If no response is received from SCRRA within thirty (30) days following the submittal, the construction phasing proposals, associated schedules, work plans and expected operation impacts may be considered approved by SCRRA. A detailed scope of responsibilities for work windows that affect PTC system modifications is set forth in Article 10 below.

- a. SCRRA will not be granting any exclusive absolute work windows for PROJECT. CITY and its Prime Contractor may request to utilize a SCRRA planned subdivision wide outage (absolute work window). Approval will be at SCRRA's sole discretion and must be requested at least ninety (90) working days in advance.

9.10 The CITY shall, unless otherwise specified as SCRRA's responsibility, be responsible for all coordination, permits, licenses and agreements required by utility companies, third parties and statutory authorities for the construction, testing and integration into operational service of the CITY WORK.

9.11 CITY shall ensure that the contractor does not store materials or equipment upon the right-of-way in proximity of the track (within 25 feet), that any material/equipment to be stored upon the right-of-way is first agreed with SCRRA and is secured, that a clear access path for maintenance or emergency vehicles is maintained at all times adjacent to tracks and that activities do not generate excessive dust.

9.12 The CITY or its contractor shall notify SCRRA's designated railroad safety provider a minimum of three (3) weeks in advance of the daily Roadway Worker in Charge (RWIC) requirements for each week. Each RWIC shift shall comprise of 8 hours of support with a period of up to one hour either end of the shift solely for the purpose of establishing or taking down protection as required. RWIC support shall be required at all times for any work within the railroad right-of-way or with the potential to foul the railroad, unless SCRRA approved barrier fencing is installed to segregate the work zone from the track and remove any potential to foul the railroad. The City shall reimburse SCRRA for all RWIC costs.

9.13 The CITY shall ensure that its contractor(s) coordinate and comply with RWIC directions and all times, standing down and securing any equipment as directed while a train passes by.

9.14 CITY and its contractor will ensure that all workers, including subconsultants and subcontractors; comply with the requirements of SCRRA On-Track Safety Manual for Roadway Workers Section 3.0 Job Safety Briefings, including the completion of the daily SCRRA Safety Risk Analysis form, signing in with SCRRA's RWIC at the start of work, and signing out with the RWIC when leaving the work area.

ARTICLE 10 - COORDINATION OF WORK WINDOWS AND IMPACTS UPON POSITIVE TRAIN CONTROL (PTC)

10.1 The CITY shall ensure that its contractor(s):

- a. Coordinate with SCRRA on scheduling construction activities which require modifications to any PTC critical features and provide SCRRA staff a minimum of 60 calendar days to develop and test the new subdivision file and incorporate changes into overall PTC network planning. The PTC planning, subdivision file creation and testing, critical feature site validation and final implementation into service of the

subdivision file is a minimum six to eight-week process.

- b. Critical features specific to the PROJECT include:
 - i. Construction changes:
 - 1. Changes in crossing panel limits to accommodate pedestrian gates and sidewalk
 - 2. Installation of exit gates
 - 3. Advanced preemption system to provide interconnection with traffic system
- c. Coordinate with and facilitate access to SCRRA PTC staff onto tracks within project construction zone to enable on-site validation of subdivision file against critical features. Contractor shall not have equipment near the tracks during subdivision file testing that may affect the operation of the signal system or prevent unobstructed operation of a track mounted hi-rail throughout the project site to record locations of critical features and take associated measurements. SCRRA will provide 48 hours' notice to contractor of intent to visit site to perform tests wherever possible but in emergency will require access without notice at any time.

10.2 SCRRA shall:

- a. Create a Change Request in the SCRRA Configuration Management database and arrange through SCRRA Change Control Configuration Management an initial Technical Review Team meeting to review and discuss details of the proposed changes to the crossing warning system.
- b. Coordinate and undertake all PTC activities needed due to a change in PTC critical features, which include:
 - i. Development of new or revised subdivision file
 - ii. Testing of file in PTC Lab and within Train Management Dispatching System (TMDS) system
 - iii. Signal system paper check
 - iv. Field and Signal Pre-test

- c. Coordinate Field testing with CITY and contractor, providing 48 hours' notice wherever possible as per Article 10.1.c.
- d. Schedule a test train to perform grade crossing warning timing tests once the track construction has been completed.
- e. Make all necessary modifications to the graphics within the TMDS system.
- f. Undertake final PTC critical feature and subdivision file validation at the appropriate time and place into service the revised or new PTC subdivision file and modified TMDS graphics upon final verification of accuracy.
- g. Issue in advance of implementation, bulletins to all affected railroads to detail physical and operational changes to the current timetable.
- h. Revise track charts, composite maps, simulator graphics and KML files to reflect all physical changes made to the system.

10.3 All SCRRA work for coordination of impacts upon the PTC system shall be at CITY's sole cost and expense and paid in accordance with section 13.3 below.

ARTICLE 11 - FUTURE QUIET ZONE

11.1 The CITY does not currently plan to implement a quiet zone at the CROSSING AREA. If in the future, CITY should desire a quiet zone at the CROSSING AREA, CITY must submit a written request to SCRRA for the installation of quiet zone at-grade highway railroad crossing improvements (if different than improvements provided as part of PROJECT). The estimated costs for any future work to be performed by SCRRA will be quantified and included in an amendment to this AGREEMENT or another agreement to cover any contemplated quiet zone safety enhancements as well as any additional cost to SCRRA that will be reimbursed by CITY.

11.2 The CITY further acknowledges that if it elects to establish a quiet zone within its jurisdictional boundaries pursuant to the Federal Railroad Administration ("FRA"), CITY shall

follow SCRRA's Quiet Zone Implementation Guidelines as in effect at that time, which will be incorporated herein as though fully set forth in this AGREEMENT through a written amendment executed by the CEO or other similar officer of each of the PARTIES with delegated authority to execute such amendments to the AGREEMENT.

ARTICLE 12 - DISTRIBUTION OF COSTS

12.1 The sources of funding for the PROJECT include Measure M funds. This PROJECT shall meet the requirements of the funding schedule.

ARTICLE 13 - PAYMENT FOR SCRRA WORK

13.1 Upon the execution of this AGREEMENT, the CITY shall deposit 100% of the amount of the estimate contained in **Exhibit D** – SCRRA Scope of Work and Estimate with SCRRA. During the construction of the PROJECT, SCRRA will send CITY quarterly progress statements detailing the costs of the RAILROAD WORK performed by SCRRA under this AGREEMENT. If at any time, the actual cost, including the estimated allocated overhead, exceeds eighty percent (80%) of the amount deposited by the CITY, SCRRA shall, at its sole discretion, revise its estimates of the amount of RAILROAD WORK remaining, and the CITY shall deposit any not unreasonable additional amounts in excess of the original deposit with SCRRA.

13.2 SCRRA will not invoice for overhead until it receives formal approval of its provisional overhead rates. Once the Federal Transit Administration, SCRRA's cognizant audit agency, has approved the final rate at the completion of its audit and an adjustment to the previously-approved provisional rate is required, SCRRA will make true-up adjustments and invoice accordingly.

13.3 CITY acknowledges that the SCRRA Estimate contained in **Exhibit D** includes an estimate of the flagging or other protective service costs provided by SCRRA that are to be paid by CITY in connection with the CITY WORK. The **Exhibit D** allots **130** shifts of flagging, in the event that more days are reasonably required, the CITY at its sole costs and expense will provide SCRRA with the funds to cover these additional days. In the event of new construction, SCRRA, at the sole cost and expense of the CITY, shall coordinate with the CITY in providing flagging. The CITY shall coordinate with the appropriate SCRRA representative for flagging and flagging costs.

13.4 Notwithstanding the amount of any estimate provided by SCRRA, the CITY agrees to reimburse SCRRA for one hundred percent (100%) of all actual costs reasonably incurred by SCRRA in connection with the PROJECT including, but not limited to, railroad construction inspection, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the normal and customary additives applicable to SCRRA (which shall include direct and indirect overhead costs) reasonably associated therewith.

ARTICLE 14 - CONTRACTOR'S RIGHT OF ENTRY PERMIT AND INSURANCE

14.1 Entry onto the railroad right-of-way by the CITY or its contractors shall at all times be subject to the current (at time of entry) requirements for entering the railroad right-of-way and the SCRRA procedures and requirements for securing railway flagging or other protective services.

14.2 The CITY shall incorporate the provisions set forth in **Exhibit E-1**, through and including, **Exhibits E-4** into each contract for construction of the PROJECT. The CITY shall further require that each of its Contractor(s) comply with the requirements set forth in **Exhibit E-1**, through and including, **Exhibits E-4** to this AGREEMENT.

14.3 If the CITY retains a contractor(s) to perform any work involving the PROJECT (including initial construction and any subsequent relocation or maintenance and repair work), the CITY shall require the contractor(s) to:

- a) Execute SCRRA "Form 6 – Right of Entry Agreement" or similar form of agreement as adopted by SCRRA at the time that any future work is performed without modification. A copy of SCRRA's Form 6, as currently adopted by SCRRA, is included with this AGREEMENT as **Exhibit E-1**
- b) Furnish and provide the bonds, insurance policies, certificates, binders, endorsements or combinations thereof in accordance with the insurance requirements accompanying SCRRA "Form 6 – Right of Entry Agreement" and as described in **Exhibit E-1**.

14.4 The CITY shall not allow any contractor(s) to commence any work in the CROSSING AREA or on any other portion of the railroad right-of-way until the contractor(s) have provided the required insurance and the right-of-entry is approved and signed by SCRRA.

14.5 All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Right-of-Way Coordinator
SCRRA Project No. 861034
SCRRA – Pomona Office
2700 Melbourne Ave
Pomona, CA 91767
Email: RightOfEntry@scrra.net

14.6 The CITY may not self-insure any portion of the insurance coverage for work performed by the employees of the CITY without the prior approval of SCRRA.

14.7 Under no circumstances will personnel, equipment, or material of a contractor or the CITY be allowed on the railroad right-of-way without providing the insurance required by this article and arranging for flagging or other protective services.

14.8 The contractor's operations are subordinate to the operation of trains on the SCRRA right-of way, whether passenger or freight. All work upon the SCRRA right-of-way shall be done at such times and in such a manner as approved by SCRRA. SCRRA will strive to cooperate with the CITY and the CITY's contractor such that the work may be handled and performed in an efficient manner, however, the CITY and the CITY's contractor will have no claim with SCRRA whatsoever for any type of damages or for extra or additional compensation in the event its work is delayed by rail operations. Should, due to train operations or service obligations or other reasons provided in this AGREEMENT, it become impracticable to provide the work window on the dates established, SCRRA will provide the work window at the next reasonable available opportunity. SCRRA shall not be responsible for any additional costs and expenses resulting from a change in work windows.

ARTICLE 15 - EFFECTIVE DATE; TERM AND TERMINATION.

15.1 This AGREEMENT shall become effective as of the date signed by SCRRA, and shall continue in full force and effect for as long as the at-grade highway railroad CROSSING AREA exists.

15.2 In the event the CITY does not commence construction on the portion of the PROJECT located on the CROSSING AREA within twelve (12) months of the effective date of the AGREEMENT, SCRRA may, if it so elects, terminate this AGREEMENT effective upon delivery of thirty (30) calendar days written notice to the CITY.

15.3 SCRRA may suspend its performance, under this AGREEMENT if it becomes impracticable to proceed because of the lack of funding or restrictions on the distribution of funds.

15.4 If the AGREEMENT is terminated or suspended as provided above, or for any reason other than the events set forth in Article 15.3 of this AGREEMENT, the CITY shall pay to SCRRA all actual costs incurred by SCRRA or its contractor(s) in connection with the PROJECT up to the date of termination or suspension, including, without limitation, all actual costs incurred by SCRRA in connection with reviewing any preliminary or final PROJECT PS&E, including allocated overhead.

ARTICLE 16 - CONDITIONS PRECEDENT TO START OF WORK

16.1 Neither the CITY nor any contractor(s) retained by the CITY may commence any work within the CROSSING AREA or the railroad right-of-way until:

- a) SCRRA and CITY have executed this AGREEMENT.
- b) Each CITY contractor has executed SCRRA "Form No. 6 - Temporary Right-of-Entry Agreement" and has obtained and provided to SCRRA the insurance policies, certificates, binders, endorsements, other documentation as requested by SCRRA, or a combination thereof set forth in the "Form 6 – Right of Entry Agreement.
- c) All required sums for payment of SCRRA as listed in **Exhibit D** have been deposited with SCRRA.
- d) All CITY and its contractor(s) personnel working on or adjacent to the railroad right-of way have attended the SCRRA Safety Training for Roadway Worker Protection as specified in Article 4.2.

ARTICLE 17 - INDEMNIFICATION

17.1 Neither SCRRA, nor the Operating Railroads, nor any of SCRRA's board members, member agencies, officers, agents, volunteers, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any aspect of the PROJECT, CITY WORK, authority or obligation agreed to by the CITY under this AGREEMENT. The CITY shall indemnify, defend and hold harmless SCRRA, any Operating Railroads, as identified by SCRRA, as well as their respective board members, member agencies, officers, agents, volunteers, contractor(s), and employees ("SCRRA Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any intentional, reckless, or negligent (active or passive, ordinary or gross) acts or omissions on the part of the CITY, its council, officers, agents, contractor(s), or employees under or in connection with any aspect of the PROJECT, CITY WORK, authority or obligation agreed to by the CITY under this AGREEMENT. This indemnity shall survive completion of the PROJECT, CITY WORK, and RAILROAD WORK and termination of this AGREEMENT.

17.2 Neither the CITY, nor its council, officers, agents, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA or any Operating Railroads under or in connection with any aspect of the PROJECT, RAILROAD WORK, work, authority or obligation agreed to by SCRRA under this AGREEMENT. SCRRA shall indemnify, defend and hold harmless CITY, as well as their respective council, officers, agents, volunteers, contractor(s), and employees ("CITY Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the CITY Indemnitees arising out of or connected with any intentional, reckless, or negligent (active or passive, ordinary or gross) acts or omissions on the part of Operating Railroads or SCRRA, and their respective board members, officers, agents, volunteers, contractor(s) or employees under or in connection with any aspect of the PROJECT, RAILROAD WORK, CITY WORK, authority or obligation agreed to by SCRRA under this AGREEMENT. This indemnity shall survive completion of the PROJECT, CITY WORK and RAILROAD WORK and

termination of this AGREEMENT.

17.3 In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being PARTIES to an agreement, as defined in Government Code §895, each of the PARTIES hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each other agrees to indemnify and hold harmless each other for any cost or expense that may be imposed upon each other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

ARTICLE 18 - GENERAL PROVISIONS

18.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination by the PARTIES or the elimination or removal of this at-grade highway railroad crossing, whichever occurs first. The covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of CITY and SCRRA.

18.2 This AGREEMENT may be modified or amended only in writing. All modifications, amendments, changes and revisions of this AGREEMENT, in whole or part and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by the CITY and SCRRA.

18.3 This AGREEMENT and the exhibits attached hereto contain the entire understanding between the PARTIES and supersede any prior written or oral understanding and AGREEMENT between them regarding the subject matter of this AGREEMENT. There are no representations, agreements, arrangements or understandings, oral or written, between the PARTIES relating to the subject matter of this AGREEMENT, which are not fully expressed herein.

18.4 The PARTIES to this AGREEMENT shall maintain all records associated with the PROJECT for the period of three (3) years from the date of the final invoice in accordance with 23 CFR 645. If

funding is provided by State and FHWA, under Section 130, the books pertaining to the work shall be open to inspection and audit by representatives of the State and FHWA for three (3) years after FHWA payment of final invoice. Furthermore, each PARTY shall make all records available for audit by SCRRRA, or CITY, or Federal auditors, or all or any combination.

18.5 In addition to the specific provisions of this AGREEMENT, delay in performance by any PARTY hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; weather; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes beyond the control or without the fault of the PARTY claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause. If, however, notice by the PARTY claiming such extension is sent to the other PARTY more than thirty (30) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice.

18.6 The execution and delivery of this AGREEMENT by each PARTY and the consummation of the transactions contemplated hereby are within the power of each PARTY and have been duly authorized by all necessary actions of each respective PARTY.

18.7 In the event any part of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of this AGREEMENT and the balance of this AGREEMENT shall remain in effect.

18.8 This AGREEMENT shall be construed and interpreted under the laws of the State of California.

18.9 The article and section headings in this AGREEMENT are for convenience only and shall not be used in its interpretation or considered part of this AGREEMENT.

18.10 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the

PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

To CITY:	To SCRRA:
Sam Gutierrez. Public Works Director	Justin Fornelli, P.E. Chief, Program Delivery
City of Baldwin Park	Southern California Regional Rail Authority
14403 East Pacific Ave	2558 Supply Street, Building A
Baldwin Park, CA 91706-4297	Pomona, CA 91767
E-mail: SGutierrez@baldwinpark.com Telephone: (626) 216-5690	E-mail: FornelliJ@scrta.net Telephone: (909) 593-4291

18.11 This AGREEMENT may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed in by their duly qualified and authorized officials.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY**

CITY OF BALDWIN PARK

By: _____
Darren M. Kettle
Chief Executive Officer

By: _____
Emmanuel J. Estrada
Mayor, City of Baldwin Park

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Don O. Del Rio
General Counsel

By: _____
Marco A. Martinez
City Attorney

Date: _____

Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

a) SCRRRA makes no covenant or warranty of title for quiet possession or against encumbrances. Any lines constructed on the railroad right-of-way by or under authority of the CITY for the purpose of conveying electric power or communications incidental to the CITY's use of the right-of-way for highway purposes shall be constructed in accordance with specifications and requirements of SCRRRA, and in such manner as not adversely to affect communication or signal lines of SCRRRA or its licensees now or hereafter located upon said right-of-way. No non-party shall be admitted by the CITY to use or occupy any part of the railroad right-of-way without SCRRRA's written consent. Nothing herein shall obligate SCRRRA to give such consent.

b) The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. CITY shall not damage, destroy or interfere with the right-of-way or rights of nonparties in, upon or relating to the railroad right-of-way, unless CITY at its own expense settles with and obtains releases from such nonparties.

c) SCRRRA and its member agencies reserve the right to use and to grant to others the right to use the Crossing for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the right-of-way; also the right to cross the Crossing with all kinds of equipment. SCRRRA further reserves the right to attach signal, communication or power lines to any highway facilities located upon the right-of-way, provided that such attachments shall comply with CITY's specifications, are approved in writing by the CITY, and will not interfere with the use of the Crossing.

d) So far as it lawfully may do so, the CITY will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing, excepting taxes levied upon and against the right-of-way as a component part of SCRRRA's operating right-of-way.

SECTION 2 - WORK

a) All work contemplated in this AGREEMENT must be performed in a good and workmanlike manner and each portion must be promptly commenced by the PARTY obligated by this AGREEMENT to perform the work. All work must be diligently prosecuted to conclusion in its logical order and sequence. All changes or modifications proposed which affect SCRRRA or the interests of SCRRRA will be subject to SCRRRA's approval, which SCRRRA shall not unreasonably withhold, prior to the commencement of work on all such changes or modifications.

b) CITY, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for its work, and will furnish to SCRRRA upon request with satisfactory evidence that such authority has been obtained. CITY shall act as the lead agency on all planning, zoning, environmental approval and permitting activities required by State or Federal law and shall obtain and pay for all other permits and licenses required by law or regulation for its work.

c) CITY shall require its contractor(s) to reasonably adhere to the construction schedule adopted for all PROJECT work. Reasonable time must be allowed in the schedule for SCRRA to perform the RAILROAD WORK for which it is responsible. However, regardless of the requirements of the construction schedule, SCRRA reserves the right to reallocate the labor forces assigned to complete the RAILROAD WORK in the event of an emergency to provide for the immediate restoration of railroad operations or to protect persons or property on or near the railroad right-of-way. SCRRA will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The PARTIES mutually agree that any reallocation of labor forces by SCRRA pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this AGREEMENT by SCRRA.

d) All construction work performed by or the responsibility of the CITY shall be performed diligently and completed within a reasonable time, and in any event within three (3) years from the effective date of this AGREEMENT, or within such further period of time as may be specified in writing by SCRRA's Chief of Program Delivery. No part of the PROJECT shall be suspended, discontinued or unduly delayed without SCRRA's written consent and subject to such reasonable conditions as SCRRA may specify. It is understood that SCRRA's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the CITY. The CITY hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against SCRRA.

e) All work of CITY upon the railroad right-of-way shall be performed and completed in a manner satisfactory of SCRRA's Minimum Requirements set forth in **Exhibit D-1, D-2, D-3, D-4, D-5**, and other guidelines or standards furnished by SCRRA.

f) SCRRA will have the right to stop work if any of the following events take place:

- i) CITY (or any of its contractor(s)) performs the work in a manner contrary to the plans and specifications approved by SCRRA on the Right-of-Entry Permit;
- ii) CITY (or any of its contractor(s)), in SCRRA's opinion, prosecutes the work in a manner which is hazardous to the railroad right-of-way, facilities or the safe and expeditious movement of railroad traffic;
- iii) the insurance required by the AGREEMENT is canceled during the course of the work or does not meet the minimum requirements specified herein.

g) The work stoppage may continue until all necessary actions are taken by CITY or its contractor(s) to rectify the conditions to the satisfaction of SCRRA or until additional insurance has been delivered to and accepted by SCRRA, or the obligations are brought current.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the CITY, in the performance of any work contemplated by this AGREEMENT or by the failure to do or perform anything for which the CITY is responsible under the provisions of this AGREEMENT, shall injure, damage or destroy any property of the railroad or of any other person lawfully occupying or using the right-of-way of the railroad, such property shall be replaced or repaired by the CITY at the CITY's own expense, or by SCRRA at the reasonable expense of the CITY, and to the reasonable satisfaction of SCRRA.

SECTION 4 - MAINTENANCE AND REPAIRS

a) SCRRRA Obligations - SCRRRA will accept, own, and maintain, at its sole cost and expense, the following portions of the PROJECT:

- i. the railroad roadbed, ballast, track and appurtenances;
- ii. the railroad signal and communication facilities and appurtenances;
- iii. and other facilities to which SCRRRA accepts title.

b) CITY Obligations. CITY will own and maintain, at its sole cost and expense, the following portions of the PROJECT:

- i. the roadway including the roadway approaches and curbs, gutters, sidewalks and appurtenances thereto;
- ii. the traffic and pre-signal signals and approach lighting;
- iii. the roadway drainage structures, storm drain laterals, and collecting storm drains;
- iv. the access roadways necessary to reach RCTC's right-of-way; the roadway signage and striping;
- v. the ADA truncated domes and appurtenances for protection or benefit of pedestrians;
- vi. and all other work constructed by the PROJECT excepting that for which SCRRRA is responsible under this AGREEMENT or pursuant to law or regulation.

SECTION 5 - SAFETY MEASURES; PROTECTION OF SCRRRA OPERATIONS

It is understood and recognized that safety and continuity of SCRRRA's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents and/or incidents may be prevented and avoided, it is agreed with respect to all of said work of the CITY that the work will be performed in a safe manner and in conformity with the following standards:

a) **CITY and Contractor.** All references in this AGREEMENT shall also include the contractor(s), its subcontractors of any tier, and their respective officers, agents and employees, and others acting under its or their authority; and all references in this AGREEMENT to work of the CITY shall include work within the railroad right-of-way, as well as work outside and adjacent to the railroad right-of-way, such as temporary traffic control, that has the potential to impact the railroad right-of-way.

b) **Compliance with Laws.** CITY shall comply with all applicable federal, state and local laws, regulations and enactments affecting its work. The CITY shall use only such methods as are consistent with safety, both as concerns the CITY, the CITY's agents and employees, the officers, agents, employees and property of SCRRRA and the public in general. The CITY (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts, labor laws, laws governing trade, travel and use of material, and similar laws or regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the railroad right-of-way. If any failure by the CITY to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against SCRRRA, the CITY shall reimburse and indemnify SCRRRA for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs

and expenses to the extent so caused by CITY and CITY's officers, employees, contractors and subcontractors. The CITY further agrees in the event of any such action, upon notice thereof being provided by SCRRA, to defend such action free of cost, charge, or expense to SCRRA to the extent caused by CITY and CITY's officers, employees, contractors and subcontractors.

c) **No Interference or Delays.** The CITY shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of SCRRA's tracks or facilities, or any communication or signal lines, PTC system and critical features, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the railroad right-of-way or facilities.

d) **Supervision.** The CITY, at its own expense, shall adequately supervise and inspect all work to be performed by the CITY's Contractor, and shall not inflict injury to persons or damage to property for the safety of whom or of which SCRRA may be responsible, or to property of SCRRA. The responsibility of the CITY for safe conduct and adequate policing and supervision of the work shall not be lessened or otherwise affected by SCRRA's approval of plans and specifications, or by SCRRA's collaboration in performance of any work, or by the presence at the work site of SCRRA's representatives, or by compliance by the CITY with any requests or recommendations made by such representatives. If a representative of SCRRA is assigned to the work, the CITY will give due consideration to suggestions and recommendations made by such representative for the safety and protection of SCRRA's property, right-of-way, and operations.

e) **Suspension of Work.** If at any time the CITY or SCRRA shall be of the opinion that any work of the CITY is being or is about to be done or prosecuted without due regard and precaution for safety and security, the CITY shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

f) **Removal of Debris.** The CITY shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any railroad right-of-way or facilities of SCRRA; and any such material and debris shall be promptly removed from the railroad right-of-way by the CITY at the CITY's own expense or by SCRRA at the expense of the CITY. The CITY shall not cause, suffer or permit any water to be drained or pumped onto the railroad right-of-way during any dewatering from the Crossing without the prior permission of SCRRA.

g) **Explosives.** The CITY shall not discharge any explosives on or in the vicinity of the railroad right-of-way without the prior consent of SCRRA, which will not be given if, in the sole discretion of SCRRA, such discharge would be dangerous or would interfere with the railroad right-of-way, property or facilities. For the purposes hereof, the "vicinity of the railroad right-of-way" shall be deemed to be any place on the railroad right-of-way or in such close proximity to the railroad right-of-way that the discharge of explosives could cause injury to SCRRA's employees or other persons, or cause damage to or interference with the facilities or operations on the railroad right-of-way. SCRRA reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as SCRRA, in SCRRA's sole discretion, may deem to be necessary, desirable or appropriate.

h) **Excavation.** The CITY shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of SCRRA. The CITY shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect SCRRA's tracks

or facilities. The CITY, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the CITY in connection with maintenance or other work. Systems for the support of any excavation must conform to the requirements of SCRRA Excavation Support Guidelines and/or CalOSHA. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by SCRRA to withstand all stresses likely to be encountered, including any stresses resulting from railroad surcharges or vibrations caused by SCRRA's operations in the vicinity.

i) **Falsework.** No falsework may be erected over the track or on the railroad right-of-way except as approved by SCRRA. All falsework must conform to the requirements of the Caltrans Falsework Manual for traffic openings and any additional provisions provided by SCRRA.

j) **Fiber Optic Cables.** Fiber optic and other cable systems may be buried on SCRRA's right-of-way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The CITY and its consultants and contractors shall telephone the Underground Service Alert of Southern California toll-free at (800) 227-2600 a minimum of two (2) working days before performing any excavation for work within the railroad right-of-way.

k) **SCRRA Signal and Communication Facilities.** SCRRA is not a member of Underground Service Alert of Southern California. The CITY, and its consultants and contractors, shall call SCRRA Signal Department at (909) 592-1346 to request marking of signal and communication cables or conduits or both a minimum of 72-hours prior to performing any excavation on the railroad right-of-way. No work may proceed until CITY has been provided with an SCRRA dig number in addition to that provided by Underground Service Alert. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number at (888) 446-9721.

SECTION 6 - OTHER RAILROADS AND AGENCIES

All protective and indemnifying provisions of this AGREEMENT shall inure to the benefit of SCRRA and any other Operating Railroad company lawfully using the railroad right-of-way or facilities. On any certificate of insurance furnished pursuant to this AGREEMENT, SCRRA must be named as the Certificate holder or the insured. The following must be named as an additional insured:

Los Angeles County Metropolitan Transportation Authority (METRO)

Orange County Transportation Authority (OCTA)

Riverside County Transportation Commission (RCTC)

San Bernardino County Transportation Authority (SBCTA)

Ventura County Transportation Commission (VCTC)

Burlington Northern Santa Fe Corporation (BNSF)

National Railroad Passenger Corporation (AMTRAK)

Union Pacific Railroad Company (UPRR)

SECTION 7 - REMEDIES FOR BREACH OR NONUSE

The CITY will surrender peaceable possession of the CROSSING upon termination of this AGREEMENT. Termination of this AGREEMENT shall not affect any rights, obligations or liabilities of the PARTIES, accrued or otherwise, which may have arisen prior to termination.

END EXHIBIT A

EXHIBIT B-1

DETAIL DESCRIPTION OF PROJECT

The purpose of the PROJECT is to improve the highway-rail at-grade crossing at PACIFIC AVE, located along SCRRA's San Gabriel Subdivision at Milepost 18.71 in the City of Baldwin Park, California, in Los Angeles County by constructing traffic signals with advance preemption at the intersection of Pacific Avenue & Bogart Avenue, constructing pedestrian safety improvements, and constructing exit gates.

Currently, there are no pedestrian treatments at the crossing.

The PROJECT proposes to construct pedestrian safety improvements on the east side of the crossing, which includes the following improvements as approved in the California Public Utilities Commission (CPUC) GO-88B Authorization letter (File Number XREQ XREQ2021020002) dated February 10, 2021:

- Six-Foot (6') wide sidewalks with detectable warning strips on both approaches
- Additional concrete crossing panels to accommodate the new sidewalk
- One (1) CPUC Standard 9 pedestrian warning device (gate) including emergency swing gates at each sidewalk approach
- Two (2) CPUC Standard 9E vehicular warning device (exit gate) in each vehicular direction
- Hand railings for pedestrian channelization at each sidewalk approach
- Pedestrian barricades on the west side of Pacific Ave for both approaches
- Application of California Manual on Uniform Traffic Control Devices compliant signage and pavement markings

In addition to the safety enhancements proposed above, the following improvements will be made to support the safety enhancements and provide a safe and reliable crossing:

- Replace two (2) sets of existing concrete crossing panels with ADA compliant concrete crossing panels
- Ten (10) existing field-side concrete crossing panels will be replaced due to wear and tear from vehicular traffic
- Modification and testing of SCRRA's signaling equipment, including but not limited to, communications, positive train control (PTC), electrical lines and appurtenances

All railroad signal, communication, and track systems will be Positive Train Control compliant.

EXHIBIT B-2

RAILROAD LOCATION PRINT

Figure 1: Location Map

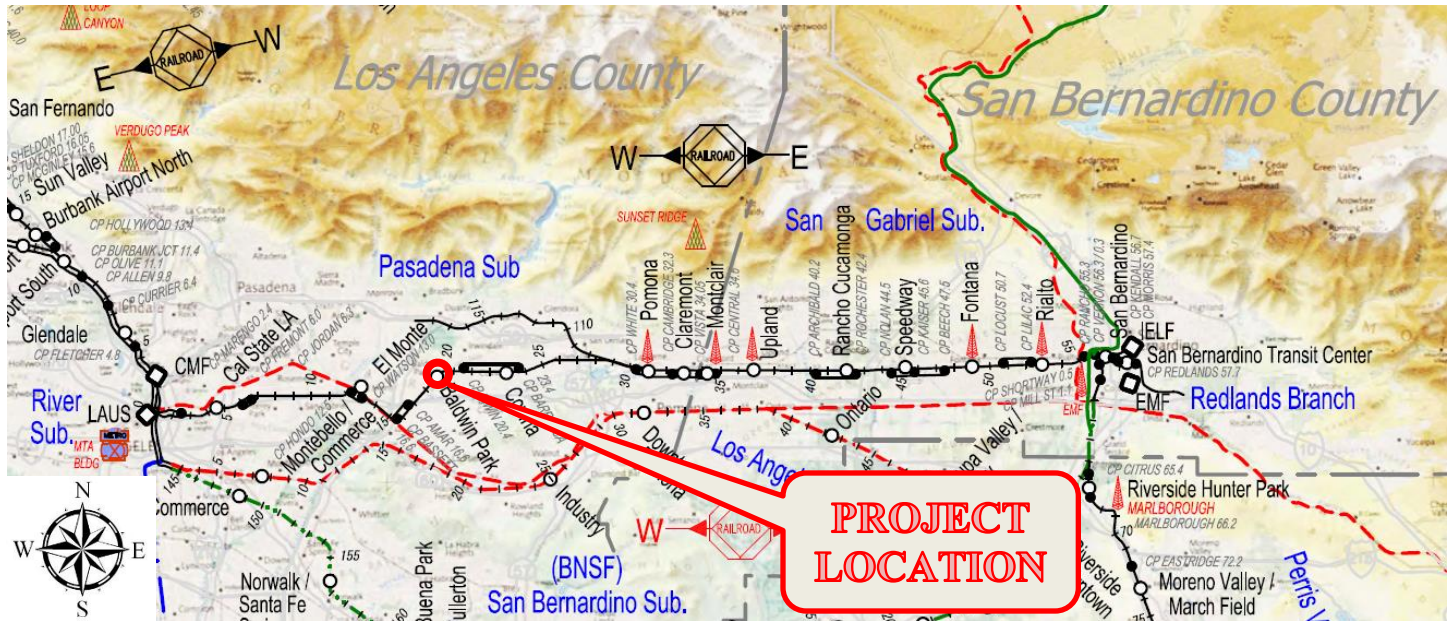


Figure 2: Vicinity Map

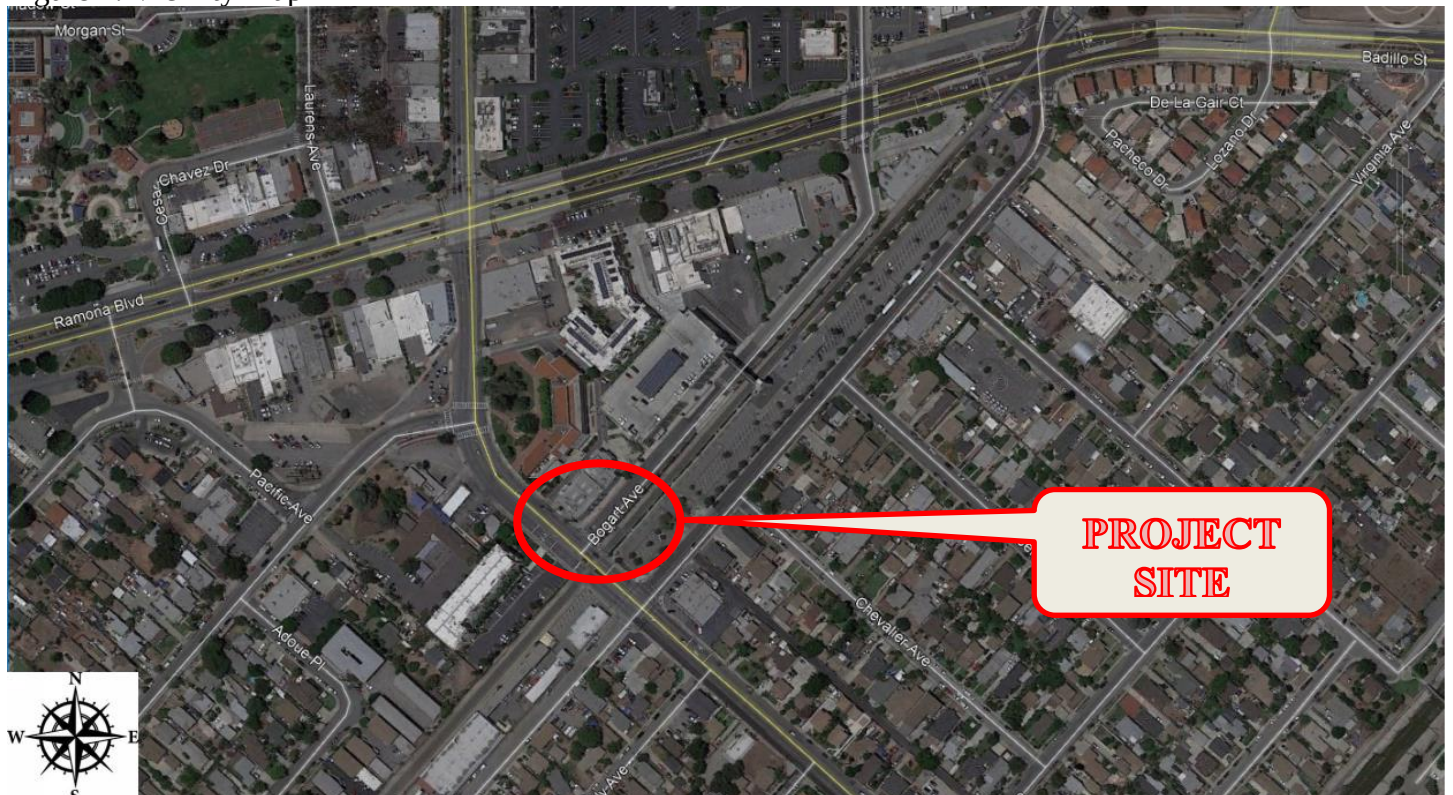


EXHIBIT B-3
PROJECT PLANS

EXHIBIT B-4

LIST OF CONTRACTOR SUBMITTALS REQUIRING SCRRA REVIEW

The CITY's Contractor(s) shall submit the following items listed below to SCRRA for review and approval prior to any work being commenced or materials being ordered:

- 1) Temporary Right-of-Entry Agreement - SCRRA Form 6 (**Exhibit E-1**)
- 2) Construction Schedule
- 3) Weekly Look-Ahead Schedule
- 4) Site Specific Work Plan (SSWP)
- 5) Temporary Traffic Control Plans
- 6) Any additional applicable submittals per exhibit C in SCRRA Form 37 (**Exhibit E-2**)
- 7) Shop Drawings for:
 - a. Handrail
 - b. Emergency swing gates
 - c. Signage for emergency swing gates
 - d. Detectable warning pavers

EXHIBIT C

CITY SCOPE OF WORK “CITY WORK”

CITY Scope of Work:

- 1) Construct curb and gutter, driveways, and sidewalk
- 2) Construct handrail
- 3) Construct emergency swing gates with required signage

Note: Pedestrian gate arm cannot be installed until emergency exit sign is installed on emergency swing gate

- 4) Install detectable warning tactile strips
- 5) Install/relocate all signage except railroad Emergency Notification Signs
- 6) Install pedestrian barricades with appropriate signage
- 7) Install/refresh striping and raised pavement markers; traffic and pedestrian
- 8) Install asphalt concrete pavement around concrete crossing panels, including ramp ends
- 9) Provide asphalt grinding for exit gate loop installation and provide asphalt paving over exit gate loops
- 10) Provide new traffic controller for intersection and all associated conduits
- 11) Traffic signal implementation of Advance Preemption, including leading bench testing
- 12) Relocate any non-SCRRRA utilities

EXHIBIT D

SCRRA SCOPE OF WORK & ESTIMATE “RAILROAD WORK”

SCRRA Scope of Work:

- 1) Install Signal equipment
- 2) Adjust/relocate existing Railroad Signal related pull boxes
- 3) Install new vehicle gate arm on the NW CPUC No. 9
- 4) Install one (1) new CPUC No. 9Es (exit gates) for each approach
- 5) Install pedestrian gate and foundation, adjust existing vehicle gate if necessary
- 6) Install railroad Emergency Notification Sign on SE pedestrian gate
- 7) Install two (2) sets of additional ADA compliant crossing panels on east side of crossing
- 8) Replace 10 existing concrete crossing panels on the existing crossing
- 9) Railroad signal implementation of Advanced Preemption
- 10) Make necessary changes to SCRRA's PTC System, including testing and implementation of revised subdivision files

SCRRRA Estimate:

Date		3-Oct-22							
SCRRA Project No.		861034							
Project Name		Pacific & Bogart Traffic Signalization							
Schedule		8 Months							
NO.	ITEM	QUANTITY					UNIT	UNIT COST	TOTAL COST
		No. of Months	Meeting per Month	Hours	No. of Persons	Total Hours			
1 Project Management									
	a General Coordination	8	3	4	1	96	HR	\$250.00	\$24,000.00
	b Meetings	8	3	4	1	96	HR	\$250.00	\$24,000.00
	c Document Reviews (Work Windows, SSWP, Construction Staging, RFI Support)	8	1	4	2	64	HR	\$250.00	\$16,000.00
	d Civil/Track General Inspection Services	8	4	10	1	320	HR	\$250.00	\$80,000.00
	Sub-Total					576			\$144,000.00
2 SCRRA Staff Support									
	a Senior Management	8	1	4	1	32	HR	\$250.00	\$8,000.00
	b Communications & Signal Department	8	1	12	1	96	HR	\$250.00	\$24,000.00
	c Contract Administration	8	1	2	1	16	HR	\$250.00	\$4,000.00
	d Public Affairs (includes public notices for test trains)	8	1	4	1	32	HR	\$250.00	\$8,000.00
	Sub-Total					176			\$44,000.00
3 Track Support Services									
	a Track Inspection (track in/out service) & Maintenance Support					1	LS	\$20,000.00	\$20,000.00
	b Track Rehabilitation for Crossing (Concrete Panels, ties, tie plates)					100	FT	\$5,000.00	\$500,000.00
	Sub-Total								\$520,000.00
4 Communication & Signal Support Services									
	a Signal Construction Costs					1	LS	\$2,000,000.00	\$2,000,000.00
	b PTC Window Support & Cutover					1	LS	\$20,000.00	\$20,000.00
	c PTC Survey by SCRRA Contractor					1	LS	\$25,000.00	\$25,000.00
	d C&S Maintenance Contractor Support (for windows, comm. system, fiber)					1	LS	\$40,000.00	\$40,000.00
	e C&S DSDC by SCRRA Signal Designer					1	LS	\$70,000.00	\$70,000.00
	f C&S CM Inspection by SCRRA Signal Designer					1	LS	\$200,000.00	\$200,000.00
	Sub-Total								\$2,355,000.00
5 Training / Flagging									
	a Safety Training by SCRRA Consultant					6	EA	\$1,500.00	\$9,000.00
	b SCRRA Cable Markings					8	DAYS	\$1,000.00	\$8,000.00
	c Flagging Services					130	SHIFTS	\$1,750.00	\$227,500.00
	d ROE Permitting (Admin)					2	EA	\$1,000.00	\$2,000.00
	Sub-Total								\$246,500.00
6 Miscellaneous									
	a Bus Bridge for Track Rehab					1	EA	\$25,000.00	\$25,000.00
	b Test Trains					2	EA	\$6,000.00	\$12,000.00
	Sub-Total								\$37,000.00
	Sub-Total (Items A-F)								\$3,346,500.00
	Contingency (10%)								\$334,650.00
	TOTAL ESTIMATED COST								\$3,681,150.00
Notes:									
1	The cost of the SCRRA services shown is an estimate only and CITY will reimburse SCRRA on the basis of actual costs and expenses.								
2	CITY shall reimburse SCRRA the actual costs and expenses incurred by SCRRA and its contractors and consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRA's costs for administration and management.								
Task 3a	Estimate of labor and equipment for SCRRA Track Contractor to respond for track maintenance during construction, if necessary; and after construction surface and restore track and ballast disturbed and or contaminated by construction activities to preconstruction condition.								
Task 4b/6b	Based upon 1 PTC work window.								
Task 4d	Estimate of labor and equipment for SCRRA Signal Maintenance Contractor to respond for signal maintenance during construction, as necessary.								
Task 5a	Roadway Worker Protection trainings based upon 20 trainees per session.								

EXHIBIT D-1

SCRRA FORM 6 – RIGHT OF ENTRY AGREEMENT & SCRRA INSURANCE REQUIREMENTS

Please refer to the current SCRRA Form 6 – Right of Entry Agreement & SCRRA Insurance Requirements posted on Metrolink's website using the following links:

SCRRA Form 6 – Right of Entry Agreement

<https://metrolinktrains.com/globalassets/about/engineering/scrra-form-no-6-june-30-2021.pdf>

EXHIBIT D-2

SCRRRA FORM 37 – RULES & REQUIREMENTS FOR CONSTRUCTION ON RAILWAY PROPERTY

Please refer to the current SCRRRA Form 37 – Rules and Requirements for Construction on Railway Property posted on Metrolink's website using the following links:

SCRRRA Form 37 – Rules and Requirements for Construction on Railway Property

https://www.metrolinktrains.com/globalassets/about/engineering/scrra_form_no_37.pdf

EXHIBIT D-4

SCRRRA GRADE CROSSING GUIDELINES

Please refer to the current SCRRRA Grade Crossing Guidelines posted on Metrolink's website using the following links:

SCRRRA Grade Crossing Guidelines

https://metrolinktrains.com/globalassets/about/engineering/scrra_grade_crossing_manual.pdf

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: December 21, 2022
SUBJECT: Consider and Approve Amendment No. 4 to the Transit Services Agreement with Southland Transit, Inc. for Bus Operations and Maintenance Related to the City's Dial-A-Ride and Fixed Route Transit Program

SUMMARY

This item requests that the City Council consider and approve Amendment No. 4 to the Transit Services Agreement (TSA) with Southland Transit, Inc. (STI), for management of the City's Transit Services and bus maintenance. The amendment will approve (1) a one-year extension of the current agreement; and (2) a compensation schedule based on a revenue service hourly rate in compensation due to increases in cost of doing business (COLA) and increases in fuel cost. Approval of this action will not have any impact on bus fares to the commuting public.

RECOMMENDATION

It is Staff's recommendation that the City Council:

1. Approve Amendment No. 4 to the Transit Services Agreement with Southland Transit, Inc., and, Authorize the Mayor and City Clerk to execute the Amendment; and,
2. Authorize payment in the prorated amount of \$157,812.76 for retroactive costs between August 18, 2022, and November 2022; and,
3. Authorize the Director of Public Works to execute necessary documentation to allow program changes and solicit requests for qualifications prior to the expiration of the term; and,
4. Authorize the Director of Finance to make necessary budget adjustments.

FISCAL IMPACT

The approval of this action will have no impact on the City's General Fund. The City's Transit Program is funded through Propositions A and C local return revenue including an annual average credit of approximately \$190,000 from the Los Angeles County Metropolitan Transportation Authority (LACMTA) for program reporting through the National Transit Database (NTD). The funds available for the services are included in the FY 2022-23 operations budget approved by the City Council on June 15, 2022. Approved funds for FY2022-23 are as follows:

FY2022-23 Approved Funds	Amount Available
Proposition A – Fixed Route and Dial-A-Ride operations	\$1,705,000
Proposition C – Fixed Route and Dial-A-Ride operations	\$151,000
Total Available Funds:	\$1,856,000

Estimated Costs	Estimated Amount
FY2022-23 est. contract amount, including rate adjustments for Fixed Route and Dial-A-Ride. This also includes the prorated amount of \$157,812.76.	\$1,752,000
Total Estimated Cost:	\$1,752,000

The proposed change in the revenue service hourly rate for FY 2022-23 is \$73.00 per hour. This is a 12.9% increase from the previous fiscal year. In addition, the proposed amendment allows an interim hourly rate of \$79.00 per service hour to allow the City's compressed natural gas (CNG) station to be brought into operation after vandalism repairs are completed. STI also provides fair box credits to offset cost of providing these services.

BACKGROUND

Southland Transit, Inc. (STI) has been the City's transit service operator for nearly 30 years. Started as San Gabriel Valley Transit in 1994, Baldwin Park was one of its first clients. Over the years, thru various contract extensions, STI has continued providing bus services for Dial-A-Ride and Fixed Route operations. The existing contract renewal was approved by the City Council on June 5, 2013, where STI, was awarded a 5-year Professional Services Agreement with the option for two 2-year extensions and including the possibility of incremental increases in compensation for cost of living based on Consumer Price Index (CPI). Since then, the agreement has been amended three times. This item is requesting approval of a fourth amendment.

On March 15, 2017, City Council approved Amendment No. 1 which increased the hourly compensation rate over three years as a direct result of the changes in State of California minimum labor wage rates.

On June 20, 2018, the City Council approved Amendment No. 2 to the Agreement. The provisions of this amendment allowed for changes in the terms and conditions of the Agreement, so long as they were mutually agreed upon by both parties and subject to the maximum increase for Transit Services for each option period described in the Agreement. The amendment also extended the agreement term by two (2) years but did not include an automatic renewal.

On August 18, 2021, the City Council approved Amendment No. 3 to the agreement. The provisions of this amendment allowed for changes in the terms and conditions of the Agreement, so long as, they were mutually agreed upon by both parties and subject to the maximum increase for Transit Services for each option period described in the Agreement. The amendment included an increase to the hourly service rate as well as eliminating the bus shelter advertising program. Additionally, the provisions required STI to submit in writing any proposed changes within a 90-day window from the date of expiration. For this amendment STI did not submit the proposed changes within the 90-day window and had to negotiate terms.

The current agreement with STI expired on August 18, 2022. However, the City and STI have mutually agreed to continue with the prior agreement on a month-to-month basis and upon the same terms, pending this action. If approved, staff intends to solicit requests for qualifications (BPMC 34.38) prior to the expiration of this extension.

DISCUSSION

Currently, STI continued to provide transit services without an interruption in bus service operations, for the City's Fixed-Route and Dial-A-Ride services on a month-to-month basis.

STI has experienced a 12.9% increase in operational expenses due to minimum wage and payroll related costs, sharp increase in fuel costs and a significant labor shortage in bus operators which may be attributed to industry-wide impacts of the COVID-19 pandemic. Various transit service operator's region-wide, including STI, have requested increases to the revenue service hourly rate. Some transit agencies are incentivizing drivers with signing bonuses, retention incentives, including higher pay. Therefore, STI has struggled retaining bus drivers, which added to bus service delays, resulting in

customer complaints.

The initial request by STI included a 12.9% increase in the revenue service hourly rate, and this rate does not include fueling. To accommodate the City's predicament of not having an operational CNG fast-fill station in time for inclusion in the agreement, STI provided an interim revenue service hourly rate of \$79.00. This rate will allow time for the existing CNG fast-fill station to be repaired and for the station to become operational. Once the CNG station is fully operational the City will provide 100% of the fueling cost and the hourly service rate will be reduced to \$73.00.

If approved, the total anticipated costs for FY2022-23 are estimated to be between \$1,752,000 and \$1,856,000 based on 24,000 service hours, with an amount not-to-exceed the budgeted amount of \$1,856,000. The amendment will also compensate STI \$157,812.76 retroactively to August 18, 2022, which is the date of the expiration for the existing contract. The amendment, however, will not increase bus fares to the commuting public. Prior to the end of the Agreement term, a transit service consultants will evaluate the City's Transit Program through a study to better enhance the bus routes, promote the services, and increase ridership. Additionally, STI will aid this effort by installing GPS real time-based monitoring, passenger counting and help obtain the data need for transit services study. Transit services study will be brought back as a separate item with recommendations for City Council consideration.

ALTERNATIVES

1. The City Council may choose not to approve Amendment No. 4 to the Transit Services Agreement with STI, however, not doing so may prompt STI to seek further good faith negotiations to eliminate certain services to offset the negative impact on the business of providing transit services.
2. The City Council may, at its discretion, direct Staff to solicit RFP's and award a new contract agreement based on solicited service proposals; however, there may be an interruption to the current bus services should STI not be able to continue services.
3. Provide Staff with alternate direction.

CEQA REVIEW

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

LEGAL REVIEW

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

ATTACHMENTS

1. Amendment No. 4 to the Transit Services Agreement
2. Amendments 1 through 3 to the Transit Services Agreement
3. Transit Services Agreement

CITY OF BALDWIN PARK
FOURTH AMENDMENT TO THE
TRANSIT SERVICES AGREEMENT BETWEEN THE
CITY OF BALDWIN PARK & SOUTHLAND TRANSIT, INC.

1. PARTIES AND DATE.

This Fourth Amendment to the Transit Services Agreement ("Fourth Amendment") is entered into on the **21st** day of **December, 2022**, by and between the City of Baldwin Park, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 14403 East Pacific Avenue Baldwin Park, CA 91706 ("City") and Southland Transit, Inc., a Transit Services Provider, with its principal place of business at 3650 Rockwell Avenue, El Monte, CA 91706 ("Consultant"). City and "Consultant" are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into a Transit Services Agreement dated June 5, 2013 ("Agreement") to provide transit services to the public for a 5-year term.

2.2 First Amendment. The Parties entered into a First Amendment to the Agreement on March 15, 2017. The First Amendment increased the hourly compensation rate over three years as a direct result of the changes in State of California minimum labor wage rates.

2.3 Second Amendment. The Parties entered into a Second Amendment to the Agreement on June 20, 2018. The Second Amendment extended the agreement term by two (2) years, but did not include an automatic renewal.

2.4 Third Amendment. The Parties entered into a Third Amendment to the Agreement on August 18, 2021. The Third Amendment included an increase to the hourly service rate as well as eliminating the bus shelter advertising program. Additionally, the provisions required STI to submit in writing any proposed changes within a 90-day window from the date of expiration.

2.5 Fourth Amendment. The City and Service Provider have mutually agreed to amend the Agreement, as provided for in Section 2 to extend the Agreement term for a period of one (1) year retroactively from August 18, 2022, to August 18, 2023. In addition, City and Service Provider have mutually agreed to amend Exhibit B – Schedule of Compensation – of the Agreement to reflect increases in operational expenses due to minimum wage and payroll related costs, sharp increase in fuel costs and labor shortage in bus operators.

3. TERMS.

3.1 Amendment. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

The Agreement shall continue for a term of one-year from August 18, 2022, expiring on August 18, 2023. The Agreement shall not automatically renew at the conclusion of the extended term. Should the Service Provider desire to continue to provide services and would like to negotiate a contract extension, it shall give written notice to City at least 90

days prior to the expiration of the amended term. The City, at its sole discretion shall determine approval of a contract extension, provided that any changes to the terms and conditions of the Agreement are mutually agreed upon by both parties.

3.2 Amendment. Change in Compensation

Remove TRANSIT SERVICES AGREEMENT Exhibit B – Schedule of Compensation table and replace it with the following table:

Transit Services Agreement Exhibit B – Schedule of Compensation

Description	Annual Service Hours	Current Rate	One Year Interim Extended Rate*	One Year Standard Extended Rate**
Fixed Route	15,280	\$64.65	\$90.33	\$72.43
Dial-A-Ride	8,720	\$64.65	\$90.33	\$72.43
Annual Total	24,000	\$1,551,600	Per use	\$1,738,320

*Interim Extended Rate. Until such time that the City-operated CNG station is operational the Service Hourly Rate shall be \$90.33 inclusive of CNG Fuel costs. Service provider shall breakout CNG fuel quantity and cost on a separate line item and include it in the monthly billing invoice. Service Provider may be entitled to apply for Fuel Tax Credits while providing services under the interim extended rate for reporting purposes.

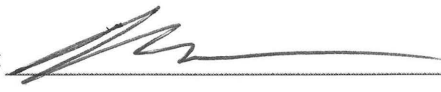
**Standard Extended Rate. Upon service availability of the City-operated CNG station the Service Hourly Rate shall be adjusted to \$72.43 excluding the costs for CNG fuel. The City shall provide Service Provider with a 30-day Notice to Proceed to commence fuel service at the CNG station. Service Provider will be setup to fuel at the City's CNG Station via an electronic fuel cost pass-through payment mechanism for fueling of the City's transit fleet exclusively. Service Provider shall keep record of fuel consumption and submit summary report attached to the monthly billing invoice.

3.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Fourth Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF BALDWIN PARK

Southland Transit, Inc.

By: _____
Mayor

By: 
Jason Snow, VP/COO

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

AMENDMENT TO AGREEMENT FOR SERVICES

This amends the Agreement is entered into on the 5th day of June, 2013 by and between the City of Baldwin Park ("CITY") and Southland Transit, Inc. ("SERVICE PROVIDER").

A. Change in Compensation

1. Remove "TRANSIT SERVICES AGREEMENT Exhibit B - Schedule of Compensation" table and replace it with the following table:

Transit Services Agreement Exhibit B – Schedule of Compensation

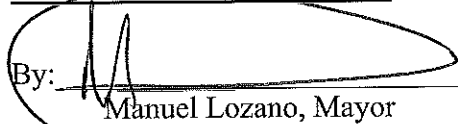
Southland Transit	Annual Revenue Service Hours	Third year revenue service hour rate	Fourth year revenue service hour rate	Fifth year revenue service hour rate
Fixed Route	12,677	\$58.70	\$59.99	\$61.87
Dial-A-Ride	8,720	\$58.70	\$59.99	\$61.87
Total Hours	21,397	\$58.70	\$59.99	\$61.87

2. City and Service Provider agree to offset CPI increases for year 2014 with shortfall in bus stop advertisement revenue and no further adjustments to payment shall be applied. Service Provider shall submit payment to City for advertisement rights as specified in the current contract Section Q, Revenue to City.

TO EFFECTUATE THIS AMENDMENT TO THE AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

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

CITY OF BALDWIN PARK

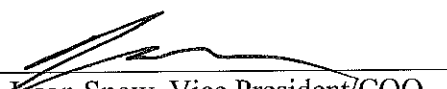
By: 
Manuel Lozano, Mayor

Dated: 3/15/17

ATTEST:


City Clerk

SOUTHLAND TRANSIT, INC.

By: 
Jason Snow, Vice President/COO

Dated: 3/13/17

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDS THE AGREEMENT entered into on the 5th day of June 2013. **THE SECOND AMENDMENT TO THE AGREEMENT WITH SOUTHLAND TRANSIT, INC. FOR PROVIDING TRANSIT SERVICES TO THE CITY OF BALDWIN PARK** (this "Second Amendment") is dated as of **AUGUST 15, 2018** (the "Amendment Date") and entered into by and between the **CITY OF BALDWIN PARK**, a California municipal corporation ("City"), and **SOUTHLAND TRANSIT, INC.** ("STI").

RECITALS

- A. The City and STI, entered into a Transit Services Agreement dated June 5, 2013 (the "Agreement"), to provide transit services to the public for a five-year term; and
- B. As of the Effective Date of this Second Amendment, the Agreement as amended on March 13, 2017 remains in effect; and
- C. The City and STI have mutually agreed to amend the Agreement, as provided for in Section 2 to extend the term for two-years.

Therefore, the Agreement is amended as follows:

- 1. Section 2 Term of the Agreement is amended as follows:

This Agreement shall continue for a term of two (2) years (the "Amendment Term") commencing on the Amendment Date. This Agreement shall not automatically renew at the end of the two (2) year extension term unless any changes in the terms and conditions of this agreement are mutually agreed upon by both parties. Should STI not want to continue providing transit services STI shall give written notice to the City of Baldwin Park its intent not to renew this Agreement at least (90 days) prior to the expiration of the Amendment Term or then effective Renewal Term.

- 2. Section 22 "Designated Representatives" of Agreement is amended to update STI and City notice information as follows:

- (A) Southland Transit, Inc.
3650 Rockwell Avenue
El Monte, CA 91731
Attn: Jason Snow, Vice President/COO

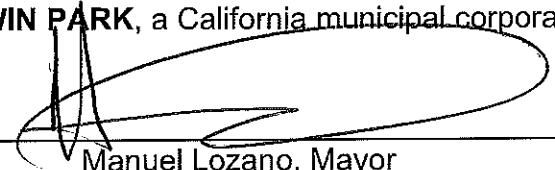
- (B) City of Baldwin Park
14403 East Pacific Avenue
Baldwin Park, CA 91706
Attn: Sam Gutierrez, Director of Public Works

TO EFFECTUATE THIS SECOND AMENDMENT TO THE AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Second Amendment, the duly authorized representatives of the parties have executed this Second Amendment as of the Amendment Date.

CITY OF BALDWIN PARK, a California municipal corporation

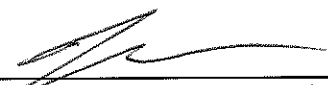
By: _____


Manuel Lozano, Mayor

Date: 8/15/18, 2018

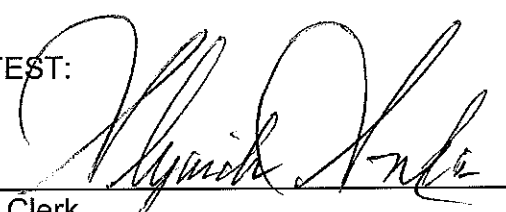
SOUTHLAND TRANSIT, INC.

By: _____


Jason Snow, Vice President/COO

Date: 8/7/18, 2018

ATTEST:



City Clerk

AMENDMENT NO. 3 TO TRANSIT SERVICES AGREEMENT

THIS AMENDS THE AGREEMENT entered into on the 5th day of June 2013. **THE THIRD AMENDMENT TO THE AGREEMENT WITH SOUTHLAND TRANSIT, INC. FOR PROVIDING TRANSIT SERVICES TO THE CITY OF BALDWIN PARK** (this Third Amendment") is dated as of **AUGUST 18, 2021** (the "Amendment Date") and entered into by and between the **CITY OF BALDWIN PARK**, a California municipal corporation ("City"), and **SOUTHLAND TRANSIT, INC. ("STI")**.

RECITALS

- A. The City and STI, entered into a Transit Services Agreement dated June 5, 2013 (the "Agreement"), to provide transit services to the public for a five-year term; and
- B. As of the Effective Date of this Amendment No. 3, the Agreement as amended by Amendment No. 1 on March 15, 2017 remains in effect; and
- C. The Agreement as amended by Amendment No. 2 on August 15, 2018 remains in effect; and

Therefore, the Agreement is amended as follows:

- 1. Change in compensation: Replace the schedule of compensation in Exhibit B of the TRANSIT SERVICES AGREEMENT with the following table:

Transit Services Agreement Exhibit B – Schedule of Compensation

Southland Transit	Annual Revenue Service Hours	Current revenue service hour rate	One year extended (FY 2021-22) revenue service hour rate
Fixed Route	16,280	\$61.87	\$64.65
Dial-A-Ride	8,720	\$61.87	\$64.65

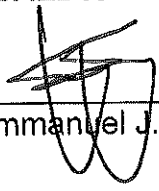
- 2. Remove payments for advertising rights (Bus Shelter Advertisement) identified in Exhibit A of the Transit Services Agreement with Southland Transit, Inc.
- 3. Remove Bus Shelter Maintenance payments made to the City by Southland Transit, Inc.

TO EFFECTUATE THIS THIRD AMENDMENT TO THE AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

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

CITY OF BALDWIN PARK

By: _____

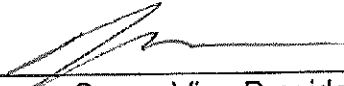

Emmanuel J. Estrada, Mayor

Date _____

8/18/21

SOUTHLAND TRANSIT, INC.

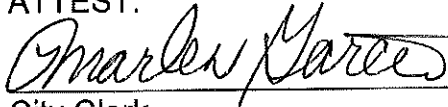
By: _____


Jason Snow, Vice President/COO

Date _____

8/12/21

ATTEST:



City Clerk

Date _____

August 18, 2021

TRANSIT SERVICES AGREEMENT

1 THIS AGREEMENT is made and entered into this 5th day of June, 2013 by and
2 between the City of Baldwin Park, ("City"), and Southland Transit, Inc ("Contractor").

3 In consideration of the following mutual covenants, provisions and agreements,
4 and other valuable consideration, the receipt and sufficiency of which is hereby
5 acknowledged, City and Contractor agree as follows:

6 1. SCOPE OF SERVICES. Contractor agrees to perform during the term of
7 this Agreement, the tasks, obligations, and services set forth in the "Scope of Services"
8 attached to and incorporated into this Agreement as Exhibit "A."

9 2. TERM. The term of this Agreement shall be five (5) years from July 1,
10 2013 through June 30, 2018. Upon completion of the initial five-year term, at CITY's
11 sole discretion, City may extend this Agreement twice, each for a two-year (2-year)
12 term; provided, that any changes in the terms and conditions of this Agreement are
13 mutually agreed upon by both parties.

14 2. COMPENSATION. City shall pay for the services performed by Contractor
15 pursuant to the terms of this Agreement at the time and manner set forth in the
16 "Schedule of Compensation" attached to and incorporated into this Agreement as
17 Exhibit "B."

18 3. QUALITY OF SERVICE. The quality of service provided is a primary and
19 essential component of this Agreement. The level of compensation for services is
20 contingent upon Contractor meeting the performance standards listed in Exhibit "A."
21 Reductions in compensation for services levels not meeting the performance standard
22 are enumerated in Exhibit "A."

1 4. AUDIT OR EXAMINATION. Contractor shall keep all records of funds
2 received from City and make those records accessible for audit or examination for a
3 period of three years after final payments are issued and other pending matters.

4 5. STATUS OF CONTRACTOR. Contractor shall provide all necessary
5 personnel, equipment and material, at its sole expense, in order to perform the services
6 required of it pursuant to this Agreement. For the purpose of this Agreement, Contractor
7 shall be deemed, for all purposes, an independent contractor and shall have control of
8 all work and the manner in which it is performed. Contractor shall be free to contract for
9 similar services to be performed for other entities while under contract with City.
10 Contractor is not an agent or employee of City, and is not entitled to participate in any
11 pension plan, insurance, bonus or similar benefits City provides for its employees.
12 Contractor shall be responsible to pay and hold City harmless from any and all payroll
13 and other taxes and interest thereon and penalties, therefore, which may become due
14 as a result of services performed hereunder.

15 6. ASSIGNMENT. This Agreement is for the specific services with Contractor
16 as set forth herein. Any attempt by Contractor to assign any or all of the benefits or
17 burdens of this Agreement without written approval of City is prohibited and shall be null
18 and void; except that Contractor may assign payments due under this Agreement to a
19 financial institution.

20 7. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to
21 perform work similar to the Services provided herein.

22 8. COMPLIANCE WITH LAW. Contract services shall be provided in
23 accordance with the applicable laws and regulations of all governmental agencies that
24 are in force at the time services are performed. Contractor shall be responsible for
25 becoming aware of and staying abreast of all such laws and ensuring that all services

1 provided hereunder conform with such laws. The terms of this Agreement shall be
2 interpreted according to the laws of the State of California.

3 9. LIABILITY. Contractor shall indemnify, defend and hold harmless City and
4 its officials, officers, and employees against any and all actions, claims, judgments,
5 awards, damages, liabilities, losses or expenses of whatsoever kind, name or nature,
6 including legal costs and reasonable attorneys' fees, (the "Damages") arising out of or
7 connected in any way to Contractor's or any or of its agents', employees',
8 subcontractors', or invitees' performance of this Agreement, ; provided, however, the
9 above obligation to indemnify is only to the extent Contractor or any of its agents,
10 employees, subcontractors, or invitees cause the Damages.

11 10. INSURANCE. Contractor shall maintain insurance coverage in
12 accordance with the requirements and limits stated in the Scope of Work and the
13 following:

- 14 (A) Worker's Compensation Insurance - minimum \$1,000,000, or other
15 amount as required by law,
16 (B) Liability Insurance - \$5,000,000
17 1. Comprehensive General Liability Insurance
18 • including premises and operations, contractual liability,
19 personal injury and independent Contractors' liability
20 • Personal or Bodily Injury
21 • Property Damage
22 • Combined single limit of \$10,000,000,
23 2. Comprehensive Automobile Liability Insurance
24 • including as applicable owned, hired and non-owned
25 automobiles with coverage for Personal or Bodily Injury

- Property Damage -- \$5,000,000, single limit, per occurrence;
or Combined single limits of \$10,000,000.

11. OWNERSHIP OF DOCUMENTS. All of the documents required to be prepared pursuant hereto shall, upon the completion thereof, be deemed for all purposes to be the property of City. City's ownership of documents includes any and all analysis, computations, plans, correspondence and/or other pertinent data, information, documents, and computer media, including disks and other materials gathered or prepared by Contractor in performance of this Agreement. Such work product shall be transmitted to City within ten (10) days after a written request therefore. Contractor may retain copies of such products.

12. RECORDS AND INSPECTIONS. Contractor shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities. Contractor shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

13. TAXPAYER IDENTIFICATION NUMBER. Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.

14. CONFLICT OF INTEREST. Contractor agrees any conflict or potential conflict of interest shall be fully disclosed prior to execution of contract and Contractor shall comply with all applicable federal, state and county laws and regulations governing conflict of interest.

1 15. POLITICAL ACTIVITY/LOBBYING CERTIFICATION. Contractor may not
2 conduct any activity, including any payment to any person, officer, or employee of any
3 governmental agency or body or member of Congress in connection with the awarding
4 of any federal contract, grant, loan, intended to influence legislation, administrative
5 rulemaking or the election of candidates for public office during time compensated
6 under the representation that such activity is being performed as a part of this
7 Agreement.

8 16. RIGHT TO TERMINATE. City may terminate this Agreement at any time,
9 with or without cause, in its sole discretion, with ninety-days' (90-days') written notice.

10 17. EFFECT OF TERMINATION. Upon termination as stated in Paragraph
11 "16" of this Agreement, City shall be liable to Contractor only for work satisfactorily
12 performed by Contractor up to and including the date of termination of this Agreement,
13 unless the termination is for cause, in which event Contractor need be compensated
14 only to the extent required by law. Contractor shall be entitled to payment for work
15 satisfactorily completed to date, based on proration of the compensation set forth in
16 Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out
17 billing.

18 18. LITIGATION FEES. If litigation arises out of this Agreement for the
19 performance thereof, then the court shall award costs and expenses, including
20 reasonable attorney's fees, to the prevailing party. In awarding attorney's fees, the
21 court shall not be bound by any court fee schedule but shall award the full amount of
22 costs, expenses and attorney's fees paid and/or incurred in good faith. "Prevailing
23 Party" shall mean the party that obtains a favorable and final judgment. If litigation
24 occurs, venue shall be in the Superior Court of Los Angeles County. This paragraph
25 shall not apply and litigation fees shall not be awarded based on an order or otherwise
26 final judgment that results from the parties' mutual settlement, arbitration, or mediation

1 of the dispute.

2 19. COVENANTS AND CONDITIONS. Each term and each provision of this
3 Agreement to be performed by Contractor shall be construed to be both a covenant and
4 a condition.

5 20. INTEGRATED AGREEMENT. This Agreement represents the entire
6 Agreement between City and Contractor related to the subject matter herein. No verbal
7 agreement or implied covenant shall be held to vary the provisions of this agreement.
8 This Agreement shall bind and inure to the benefit of the parties to this Agreement, and
9 any subsequent successors and assigns.

10 20. MODIFICATION OF AGREEMENT. This Agreement may not be modified,
11 nor may any of the terms, provisions or conditions be modified or waived or otherwise
12 affected, except by a written amendment signed by all parties.

13 21. DESIGNATED REPRESENTATIVES. Contractor's Designated
14 Representative (A) designated below shall be responsible for job performance,
15 negotiations, contractual matters, and coordination with City. City's Designated
16 Representative (B) designated below shall act on City's behalf as Project Manager.

(A) Scott Transue
Vice President/COO
Southland Transit, Inc.
3650 Rockwell Avenue
El Monte, CA 91731
(626) 258-1310

(B) Vijay Singhal
Chief Executive Officer
City of Baldwin Park
14403 East Pacific Avenue
Baldwin Park, CA 91706
(626) 960-4011, ext 482

- 1 22. NOTICES. Notices pursuant to this Agreement shall be in writing and may
- 2 be given by personal delivery or by mail. Notices shall be directed to Contractor and
- 3 City's Designated Representative identified in Paragraph "21" of this Agreement.
- 4 Contractor shall send a copy of all notices to the City Attorney.

City Attorney:

Joseph W. Pannone / Aleshire & Wynder, LLP
2361 Rosecrans Avenue, Suite 565
El Segundo, CA 90245-4916
(310) 527-6660

IN WITNESS WHEREOF, the parties have executed this Agreement on the day first above written.

CITY OF BALDWIN PARK

By: _____

Manuel Lozano, Mayor

Dated: _____

6/5/13

ATTEST: _____

City Clerk

CONTRACTOR: Southland Transit, Inc

By: _____

Its _____

Dated: _____

5-17-2013

By: _____

Its _____

Dated: _____

5-17-2013

TRANSIT SERVICES AGREEMENT –Exhibit A Scope of Services

1 A. Approach

2 Monitoring: Contractor shall establish adequate monitoring systems, both
3 administratively and in the field, to assure quality of service.

4 Key Staff: Contractor shall identify key staff, including a single contact person with
5 whom the City will have regular contact on daily operational issues. Said key staff shall
6 be available to City staff during regular business hours and available to dispatch staff at
7 all times when vehicles are operational. In addition, the City will require identification of
8 key management level persons with whom City representatives may require periodic
9 contact.

10 B. Service

11 The Hours and Days of Operation for Fixed-route and Dial-A-Ride services are
12 described in the Time and Schedule for Performance shown as Exhibit "C" of this
13 Agreement. Further descriptions and details are also contained therein including:

14 Descriptions of Service Modes

15 Service Modes Hours of Operation

16 Holiday Services and Hours

17 C. Purchase of Optional Services (Special Trips)

18 In addition to regular operations, Contractor may, from time to time, upon receiving
19 specific written authorization from City, be required to provide special transportation
20 services using Transit Service vehicles.

21 D. Calculation of Revenue Service Hours

22 Full compensation for the maintenance, management, and operation of the City's
23 Transit Services shall be made based upon the Revenue Service Hours provided for the

- 1 Fixed Route at the Fixed Route rate and based upon the Revenue Service Hours for the
- 2 Variable (Dial-a-Ride) service at the Variable service rate.

3 The definition of a Revenue Service Hour is the actual time the vehicle is available to
4 the general public and there is a reasonable expectation of carrying passengers that
5 directly pay fares. Definitions by mode follow:

6 1. Fixed-route service definition: The time from the beginning of the first published
7 route start-time, through to the end of the last run of the day (published route end
8 times), exclusive of any time when the vehicle is not running due to driver breaks, lunch
9 breaks, fueling time or downtime for a road call. Payment shall not be made for runs
10 scheduled but not provided. The time from the transportation yard to the beginning of
11 the route and from the end of the route back to the transportation yard shall not be
12 included in the Revenue Service Hour. Fueling time is never considered a Revenue
13 Service Hour.

14 2. Demand response definition: The time from when a vehicle makes its first pick-up
15 through the time of its last drop-off, excluding driver breaks and lunch breaks, fueling
16 time and downtime for road calls. Driver time to and from breaks, as well as lunch
17 breaks, will be excluded. Fueling time is never considered a Revenue Service Hour, but
18 rather "dead head" miles if bus refuels mid-day.

19 E. Adjustments to Services

20 It is expected that Transit Services will be periodically adjusted, as determined by the
21 City at its sole discretion. Modifications may include but are not limited to, adding or
22 deleting bus stops, extending, deleting or adding routes, or parts of routes, and
23 increasing or decreasing service hours by up to 15% in either direction without changing
24 the revenue service hour rate. This increase or decrease shall be considered from a
25 base figure of 27,820 annual revenue hours.

Any such increase or decrease in the number of service hours by up to 15% in either direction shall not require a modification of the revenue service hour rates set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B."

F. Resources and Facilities

Changes in the number of service hours greater than 15% initiated by the City shall result in a negotiated rate determined and agreed to by City and Contractor. Contractor shall supply City with documentation of changes in costs resulting from the modification of the number of service hours or change in the Scope of Work and City shall, in its sole discretion, determine the allowable adjustment to rates for revenue service hours.

G. Resources and Facilities

The Contractor shall provide adequate resources to perform the work as described, providing the City with a quality service that is responsive to customers. Contractor facilities shall be located such that the Contractor can meet the requirement of bringing a back-up vehicle into service within fifteen (15) minutes. This means that the back-up vehicle shall be in service within fifteen (15) minutes of notification of the in-service problem. This standard shall apply to both fixed-route and demand service modes.

The Contractor is expected to sell bus passes and tokens and may elect to do so from its operating yard or exclusively on the vehicles. Information as to the location of bus pass and token sales by Contractor shall be added to the Transit Service brochure by City.

H. Equipment - Vehicles

The City shall provide the Contractor with Transit Service vehicles. The City shall provide vehicle licenses and registration. These vehicles are provided "as is" and

1 absolutely no allowance shall be granted to the contractor for any item involving
2 deferred maintenance in transit vehicles provided. City shall cause transit vehicles to be
3 inspected prior to end of the contract by an independent third party selected by the City.
4 The City will require the Contractor to make complete any repair deemed deferred by
5 the City. These vehicles shall be used only for the Transit Services, unless otherwise
6 authorized by the City.

7 I. Fuel

8 The Contractor is responsible for all fueling costs for Transit vehicles.

9 J. Other Equipment

10 1. Radios - Transit vehicles are equipped with City-owned radios. Radios are
11 provided on an "as is" basis. The Contractor shall be responsible for proper
12 maintenance, licensing and replacement when required of said equipment and shall
13 comply with all applicable federal statutes and regulations in connection with such use.

14 2. Phone Number and TDD. The Contractor shall provide a reservation phone
15 number and Telecommunication Device for the Deaf (TDD). The Contractor shall be
16 responsible for the installation, maintenance and proper performance of the equipment.

17 The Contractor shall supply at least five (5) dedicated incoming reservation lines in
18 rotary for Transit Services. The telephone system must be capable of handling 60-100
19 calls during the peak hours. The Contractor shall bear all applicable charges associated
20 with maintaining and operating the reservation phone lines and equipment. Upon
21 termination of the contract the City reserves all right to the continued use of Transit
22 Services reservation phone lines and numbers.

23 The Contractor is responsible for ensuring that Transit Services are posted on its
24 website and that the City is provided with copy in a format suitable for inclusion on the

1 City's website.

2 The Contractor shall specify the telephone number, other than the customer service
3 number, by which to facilitate communication between the Contractor Project Manager
4 and the City.

5 3. Computer-Assisted Dispatching Software. The Contractor shall utilize computer-
6 assisted software to facilitate the smooth operation of demand response services. A
7 windows-based product should be considered. The Contractor will be responsible for
8 making key staff persons available for the required number of training hours and/or days
9 and for the subsequent implementation and ongoing use of the software package.

10 4. Maps. Contractor shall provide its staff (dispatch and demand response drivers)
11 with current Thomas Brother Guide maps, electronic equipment containing such maps,
12 or a reasonable substitute thereof.

13 K. Personnel

14 The Contractor shall be solely responsible for the provision and satisfactory work
15 performance of all employees. The City shall have the right to demand removal from the
16 project, for reasonable cause, any personnel furnished by the Contractor, throughout
17 the term of this agreement.

18 1. Staffing of Dispatch Office: Personnel with dispatch capabilities shall staff the
19 Contractor's office during revenue service hours (all times when vehicles are in revenue
20 service). Telephone service shall be provided at Contractor's expense. This shall
21 include special service periods, such as later evening service and holiday service when
22 the Dial-a- Ride is in operation.

2. Project Manager: The named project manager shall be available to City staff during regular business hours. The project manager shall not be replaced without naming a replacement acceptable to the City and, to the extent possible, ensuring sufficient lead-time/ training time to minimize any gap in on-site management.

3. Driver Qualifications: The Contractor shall furnish drivers who are at all times:

- Legally licensed to operate a bus in the State of California with a valid California Class B driver's license and medical examination certificate, as well as any other licenses required by applicable Federal, State or local regulations.
- Alert, careful, courteous and competent in their driving habits.
- Neat and clean in appearance and properly uniformed. At contractor's expense, each driver shall be provided with a minimum of two uniforms of a color to be approved by the City.

Drivers, who shall each be enrolled in the DMV pull notice program, shall meet the following requirements:

- No more than three (3) moving violations during the five (5) year period preceding application for this program;
- No more than one (1) moving violation within the twelve (12) month period preceding application for this program; this will continue to be monitored during each semi-annual review of the driving record;
- No reckless driving violations shall be allowed; evidence of reckless driving violation shall be grounds for removal from this program;
- Prior to employment must not have been convicted of any felony or drug or alcohol offense and, if convicted after employment of such offense, shall be considered grounds for immediate dismissal from this program;
- Under no condition shall an applicant be accepted as a driver for this program if

1 he or she has ever been convicted of a felony and/or he or she has ever been
2 convicted of a drug or alcohol offense or had his or her license suspended due to
3 a drug or alcohol offense. The City shall review and consider any license
4 suspension for reasons other than drug or alcohol.

5 4. Testing and Driving Records: To the extensive legally permissible, Contractor
6 shall provide a program for drug testing of drivers and other personnel in a form
7 reasonably acceptable to the City. Contractor shall have in place pre-employment and
8 random testing procedures in full compliance with Federal drug-testing law (40 USC,
9 Section 702, Drug-Free Workplace Act, 1988; 40 CFR, Part 29.600-29.635, Subpart F.
10 Drug-Free Workplace).

11 The Contractor shall submit to the City semi-annually, updated listings of drivers
12 employed to provide service to the Transit Services operations. In no event shall the
13 Contractor employ any person as a driver who possesses a driving record with a citation
14 for driving under the influence or a history of motor vehicle moving violation or
15 accidents.

16 5. Training: All drivers shall receive initial and ongoing training in, at minimum:

- 17 • Defensive driving
- 18 • Emergency first aide
- 19 • Cardio-pulmonary resuscitation
- 20 • Passenger assistance techniques, including operation of lift-equipment
- 21 • Los Angeles County's fixed-route service standards related to persons with
- 22 disabilities and complementary paratransit service standards related to
- 23 persons with disabilities
- 24 • General vehicle handling and safety

- Passenger relations

1 "New Hire" training shall be no less than the minimum required by law and shall include
2 both classroom and behind-the-wheel training. Drivers are required to receive at least
3 50% of their defensive driver training and the "hands on" portion of the sensitivity
4 training prior to providing service in this program. All remaining new-hire driver training
5 must be completed no more than thirty (30) days after any given driver begins providing
6 service.

7 "Refresher" training is required for all drivers on an annual basis and may be addressed
8 through routine safety meetings. Monthly safety meetings shall be conducted for all staff
9 associated within this contract to advise them of changes in procedure and to reinforce
10 practices related to provision of quality service. The Contractor shall maintain records of
11 new-hire training completion and safety meeting attendance.

12 6. Driver Responsibilities: In addition to their routine driving responsibilities, drivers
13 will, when requested by the City, hand out notices to passengers or otherwise render
14 assistance in City's monitoring and marketing activities. Drivers are required to collect
15 fares, tokens, and honor special passes, accept and distribute transfers. Should the City
16 implement an alternative cashless fare-paying method, the drivers will be expected to
17 attend City-provided training associated with any new fare payment/passenger data
18 collection device and, following the training, to properly utilize such equipment on their
19 vehicles.

20 City may occasionally require driver cooperation and assistance with on-board
21 passenger surveys, bus stop alighting counts, or similar data collection processes
22 during the course of the regular service day.

23 7. Maintenance Manager. The Contractor shall provide the services of a qualified
24 maintenance manager. This individual may be the lead mechanic.

1 The Maintenance Manager shall have a minimum of three years journeyman level
2 experience, including experience working on transit-type vehicles and experience in
3 directing the work of other maintenance personnel.

4 L. Fares

5 1. Passenger Fares: Passenger fares will be collected from every person boarding
6 the vehicle, with the exception that children age 1 and younger are free when
7 accompanied by a fare paying adult. Some exceptions in fare payment may be
8 extended by City policy. The City reserves the right to adjust passenger fares at any
9 time. Fares received by the operator shall be enumerated daily by mode (demand
10 response vs. fixed route) and ideally by route. The Contractor shall be responsible for
11 tracking varying fare programs (i.e. Easy-pass program, Kaiser Hospital employee
12 discount program, senior discount fares, etc.)

13 2. Fare Collection and Reporting: Contractor personnel shall be responsible daily
14 for counting fare box revenue. Fares shall be credited to the City in the monthly invoice,
15 reported at minimum by mode of service. City reserves the right to audit passenger
16 fares and fare collection procedures at any time, at its sole discretion.

17 M. Maintenance

18 1. Vehicle Maintenance: All vehicles used in service to the City shall be maintained
19 in safe, comfortable and clean working order. Contractor at its sole cost and expense,
20 shall provide all repairs, parts, lubricants and supplies required for operation of buses.

21 Contractor shall ensure that adequate preventive maintenance is in place at reasonable
22 intervals to forestall the need for major repairs. Contractor shall have the facilities and
23 personnel to provide all routine repairs, although sub-contracts for bodywork or selected
24 major repairs are acceptable. Maintenance records must be maintained and kept
25 current and submitted monthly with contractor invoice package. All vehicle repair or

1 maintenance work must be performed or approved by a certified vehicle mechanic.
2 Contractor personnel must have the ability to repair or to procure service for accessory
3 equipment such as, but not limited to, fare boxes, radios and lift equipment.

4 2. CHP Terminal Yard Inspections. The Contractor shall obtain satisfactory ratings
5 from the California Highway Patrol Motor Carrier Safety inspectors on their annual
6 terminal inspection and certification process, pursuant to the California Vehicle Code
7 (Section 34501 (c) and (e)). The Contractor shall provide the City with a copy of the
8 inspection certification and documentation of the repair or replacement of any items so
9 cited within thirty (30) days of receipt from California Highway Patrol. The Contractor
10 shall notify the City within twenty-four (24) hours of an "unsatisfactory" rating. In the
11 event of such a rating, the Contractor is required to undertake actions necessary to
12 obtain a "satisfactory" rating within thirty (30) days and to be responsible for scheduling
13 a repeat inspection with the California Highway Patrol.

14 3. Safety Inspections: The Contractor shall perform daily safety inspections of
15 vehicles prior to beginning each day's service. Vehicles failing the daily inspection shall
16 not be used in service until the reason for failure is corrected. The City reserves the
17 right to ensure that vehicles are properly maintained and in safe operating condition at
18 all times. For passenger comfort, the heating and air conditioning units of all vehicles
19 must be kept in proper working order.

20 The City may inspect vehicles at any reasonable time and may bar a vehicle from a
21 service until any identified problem is corrected. The Contractor may be required, at
22 Contractor's expense, to transport the vehicles to City's designated inspection facilities.
23 The Contractor is required to replace all vehicles taken out of service with similar-type,
24 unmarked vehicles to minimize service interruptions.

1 4. Vehicle Cleaning: All vehicles shall be cleaned throughout, both inside and out.
2 Vehicle interiors shall be cleaned prior to each day of service, including daily sweeping
3 and wiping of surfaces as required. Once weekly washing of interior sidewalls, floors,
4 seats, handrails and stanchions, and inside windows shall be required. Interior of
5 vehicles shall be cleaned sufficiently that they are odor-free, as determined by City in its
6 sole discretion. A biological hazard clean-up kits will be available on each bus for
7 incidental cleaning of human bodily fluids and solids. Vehicle exteriors shall be washed
8 at least once weekly or more often if needed. Contractor shall maintain an up-to-date
9 record of all washings and major cleanings. Said record shall be made available to City
10 upon request.

11 Vehicles may be removed from service upon request by City for unacceptable interior or
12 exterior appearance or unacceptable odor.

13 5. Graffiti: Graffiti shall be removed from vehicles daily.

14 6. Physical Damage: All physical damage to vehicles shall be repaired within ten
15 (10) working days of occurrence in a high quality manner, regardless of cause. Any
16 extension of days required for repair must be authorized by the City.

17 7. Security: Contractor shall provide for sufficient security at the Contractor's yard in
18 order to ensure adequate protection of the vehicles in use for this service.

19 N. Americans with Disabilities Act

20 1. The Contractor shall assist the City in fully complying with elements of the
21 Americans with Disabilities Act of 1990 as it relates to operation of the fixed-route
22 service.

2. Customer comments / complaints received by the City shall be transmitted the Contractor for responses, within twenty-four (24) hours. Complaints received directly by the Contractor shall be similarly documented. A monthly report shall be transmitted to the City for review within 10 days of the month end . If the City receives two or more verifiable customer complaints on the same driver within one quarter, the City reserves the right to request that the driver be removed from this program.

O. Accident, Incident and Emergency Procedures

1. Accidents or Incidents. The City requires the Contractor to have an accident/incident and emergency notification program that keeps the City notified of accidents/incidents or emergencies and the progress of claims to assure the City that claims are promptly and fairly handled. All accidents must be reported to the City by telephone within three hours or at the beginning of the next business day, if the accident occurs at night, and in writing within 24 hours. Incident reports filed by drivers must be provided to the City on, at minimum, a once weekly basis. The Contractor must assume all liability for accidents and worker compensation claims, etc.

2. Emergencies. The Contractor shall comply with all local, state and federal disaster preparedness and emergency preparedness and response standards, procedures and protocols, including, but not limited to, those which may be established by the State Office of Emergency Services (OES) and the Federal Emergency Management Administration (FEMA). The Contractor shall be familiar with the Incident Command System (ICS), and, if requested by the City, and at no additional cost to the City, the Contractor shall cooperate with, and participate in, any disaster/emergency response exercise scheduled by the City. Any request for the Contractor to participate in such an exercise shall be made in writing at least thirty (30) days prior to the scheduled date of the exercise. Within one hundred eighty (180) days after the effective date of a contract, the successful Bidder shall submit to the City for review and approval its Emergency Response Plan of operations.

1 In the event of an emergency or natural disaster, the Contractor shall make available, to
2 the maximum extent possible, transportation and communications services and facilities
3 to assist the City in ameliorating such incidents. To the extent the City requires the
4 Contractor to provide such emergency services and facilities the Contractor shall be
5 relieved of the obligation to fulfill the duties and responsibilities to operate services
6 herein above contained. Further, the Contractor shall be entitled to be paid reasonable
7 compensation for providing such emergency services and facilities, provided however,
8 that the amount of such compensation and time of its payment shall be mutually agreed
9 upon by the Contractor and the City following the conclusion of the emergency or
10 disaster, or at such other time as they may mutually agree. Training of personnel in
11 emergency procedures shall be the sole responsibility of the Contractor and shall be
12 included in the new hire and monthly safety meeting training program.

13 P. Invoicing (Payment by City)

14 The Contractor shall submit a detailed invoice to the City on a monthly basis. The City
15 will pay the Contractor within fifteen (15) working days from the date of submission,
16 contingent upon receipt of a Monthly Operations Summary containing passenger, other
17 requested operating statistics, summary of fares collected, and the corresponding fares
18 credit to the City. Without the Contractor's timely submittal of the monthly reporting
19 summaries the monthly invoice will not be paid. The City may, at any time, conduct an
20 audit of any and/or all records kept by the Contractor related to this service.

21 Q. Revenue to the City (Payment by contractor)

22 The contractor shall also submit a payment to the City for the advertising rights to use
23 the Bus Shelters and the large buses. Currently twenty bus shelters are outfitted with
24 advertising kiosks. The revenue to the City shall be fixed at the rate of \$25 per Bus
25 Shelter (58) per month and \$100 per Large Bus (4) per month. The Bus Shelters are
26 listed in Attachment 1 of the Scope of Services.

Based on fifty-eight bus shelters and operating four large buses, the revenue required paid to the City is \$1,850 per month. The actual advertising revenue generated as managed by the contractor shall belong to the contractor. The contractor may increase the intensity of advertising to include bus shelters not currently advertising. However, if the City adds bus shelters outfitted with advertising kiosks, the revenue to the City in connection with the added kiosks shall be negotiated between the City and contractor.

R. Records and Reports

The City will work closely with the Contractor in monitoring use patterns of service and the viability of the schedules. Changes to the routing and/or scheduling, as it relates to improving the quality of local services and potentially connecting with regional transportation services, may be anticipated and will require the cooperative efforts of the Contractor and the City.

Monthly reporting will be required of the contractor in a format that will comply with NTD Reporting. Routine reporting requirements over the term of the contract will include but may not be limited to the data items detailed below. The City reserves the right to request modifications or additions to Contractor's reporting format and content.

Monthly reporting by service type and route to the City shall include, at a minimum, but not limited to:

- Total Passengers – number of riders (noting fare type, free boardings and transfers for in-service vehicles, system wide and by route.)
- Passenger Boarding on the Lift – system wide and by route.
- Total Vehicle revenue Hours – number of hours vehicles are in revenue operation, system wide and by route
- Total Vehicle Hours – including deadhead, system wide and by route.
- Total Vehicle Revenue Miles – number of miles vehicles travel in revenue

- 1 service, system wide and by route.
- 2 • Total Vehicle Miles Report – detailing revenue service and deadhead mileage (to
- 3 include training, maintenance or other mileage), system wide and by route or
- 4 service type.
- 5 • Total Revenues Collected – total cash fares collected from passengers and total
- 6 non-cash fares recorded, system wide and by route.
- 7 • Total transfers issued for Fixed-Route – by fixed-route mode only.
- 8 • Total transfers received for Fixed-Route – by fixed-route mode only.
- 9 • Total Accidents and Road Calls – All types.
- 10 • Passenger Use of Bike Racks –Fixed route, system wide, and by route.
- 11 • Late Loops and Missed Loops per Billing Period - Fixed route mode and by route.
- 12 • No-Shows, Cancellations and Trips Completed - Demand response service and
- 13 by mode.
- 14 • On-Time Performance – sample from each route of at least five time checks per
- 15 route per reporting period, reporting percent of time vehicles are at time points
- 16 zero minutes early and up to five minutes late of time points checked.
- 17 • Missed Service Hours – hours or fractions thereof of scheduled service not
- 18 provided.
- 19 • Accurate hours worked per month for all employees for computation of FTEs.
- 20 At City's request, bus stop counts of passenger on-off counts by stop will be collected
- 21 by the driver or other staff, as mutually agreed to by City and Contractor.
- 22
- 23 Contractor personnel are also expected to report missing bus stop signs, damaged or
- 24 graffiti bus stops or bus stop shelters observed during the course of normal transit
- 25 operations. Contractor personnel are asked to report accidents or suspicious activity

1 observed during the course of normal transit operations. Contractor records shall be
2 stored for no less than five (5) years after end of contract term or termination, final
3 payment in a safe and secure place.

4 S. Quality of Service

5 The following represents the minimum quality of service that is contemplated by this
6 agreement. Based on the previous performance history of transit service in Baldwin
7 Park these standards are achievable and represent the reasonable expectations of the
8 City and transit riders. The level of compensation for services is contingent upon
9 Contractor meeting the performance standards. The following table lists the minimum
10 quality of service.

11 Baldwin Park Transit Service Standards

MEASURE	STANDARD
Fixed-Route Services	
A. On-Time Performance (zero minutes early and up to five minutes after the scheduled arrival time)	95%
B. Scheduled Hours of Operation (completion of scheduled service hours)	99.5%
C. Productivity (in passenger per hour)	10.0
Dial-a-Ride Service	
A. On-Time - pick up within 40 minute window of call, based on dispatch estimate	≥ 90%
B. Average Wait-Time (elapsed 40 min. time between an immediate service request and passenger pick-up)	40 minutes
C. Average Service Time (wait-time plus ride time although may be longer for service to/from outlying areas)	≤ 60 minutes
D. City DAR Productivity (passengers per hour)	≥ 4.5 pass. per hour

E. No-Shows (per reporting period)	5%
Overall System	
A. Customer Complaints (verifiable complaints, 3 monthly not including questions or comments)	3 monthly
B. Average Time Hold (Reservation Line)	60 seconds

1 T. Performance Standards and Compensation

2 Contractor shall provide timely and reliable transit service. This includes maintaining
3 high trip completion levels and operating within the specified arrival and departure
4 times.

5 1. Missed service hours in excess of four (4) of scheduled service hours per month
6 shall result in the Contractor reducing compensation for the month in the amount of
7 Sixty Dollars (\$60.00) for each separate instance of service missed in excess of one-
8 half hour, with a maximum monthly reduction of \$1,000.

9 2. On-time performance standard is 95% of sampled runs per month. The
10 Contractor shall reduce compensation by Two Hundred and Fifty Dollars (\$250.00) per
11 month in months where trips sampled in that calendar month have an on time
12 performance rate below 90%.

13 3. The Contractor shall reduce compensation by \$250 per month in months where
14 customer complaints verified to have a basis in fact that exceed a rate of eight (8) per
15 10,000 passenger trips during that calendar month.

16 U. Ongoing Planning and Marketing

17 The Contractor shall participate with the City in the design and implementation of any
18 reasonable changes in the system's operating characteristics. Also, recognizing the

Contractor's expertise, the Contractor shall advise the City of any observations that suggest modifications to the service may be warranted – in such areas as routing, scheduling, marketing, and so forth – for purposes of improving the transit service. Implementing the Contractor's suggestions shall be at City discretion.

City shall be responsible for the design, printing, and procurement of all schedules, passes, tickets and like materials required by service operations. Contractor shall assist with distribution and dissemination of such materials in accordance with the provision of this Scope of Work and under directions subsequently provided by the City.

City is exploring electronic fare media and may, during the term of this agreement, elect to install electronic fare payment equipment, at City's expense.

V. Insurance

The Contractor, simultaneously with the execution of the Contract, shall furnish certificates evidencing that the required worker's compensation and liability insurance is in effect.

Evidence of California Worker's Compensation Insurance with Statutory Coverage and Employer's Liability limits shall meet all State minimum requirements. A waiver of Subrogation Endorsement in the City's favor shall also be required from the Contractor's The City, its officials, agents, and employees shall be named as additional insureds and various requirements in the contract regarding endorsement of the City shall be complied with, including the provision to the City of a Certificates of Insurance and additional insureds endorsements of the type and amounts specified, provided to the City prior to the start of the fixed-route service. Insurance offered to meet City requirements from this project must be maintained with firms licensed in California and recognized by the State with current A.M. Best's rating of no less than "A."

1 W. Receipt of New Vehicles and at Contract End

2 The Contractor shall acknowledge receipt of the vehicles and equipment, as well as
3 vehicles subsequently added to the fleet, and that said items have been received in
4 good condition and working order. The City will inspect the vehicles prior to award of
5 contract and periodically during the contract term.

6 When new vehicles are received by City, Contractor shall assist City and may, if
7 directed, act as agent of City in new vehicle inspections, prior to approving vehicles for
8 placement into service.

9 Upon termination of the contract, the Contractor shall return all City or County owned
10 equipment, with no deferred maintenance or damage, less reasonable wear and tear.
11 The Contractor shall, at its sole expense, repair or replace any City or County owned
12 equipment which may be damaged or lost by reason of collision, negligence, abuse,
13 vandalism, or other like cause. The Contractor shall bear the cost of any identified
14 repairs which have not been completed prior to the end of the contract period. Said
15 costs shall be deducted from the Contractor's final payment. However, in no event shall
16 the Contractor's liability exceed actual cash value of vehicle(s) and equipment so
17 damaged.

18 If and when the City determines that it will replace an existing transit vehicle(s),
19 Contractor shall meet with the City to determine what reduction in compensation if any
20 will be credited to the City in recognition of reduced maintenance costs typically
21 associated with newer vehicles.

TRANSIT SERVICES AGREEMENT Exhibit B – Schedule of Compensation

Southland Transit	Annual Revenue Service Hours	First Year revenue service Hour Rate
Fixed Route	19,600	\$45.90
Dial-a-Ride	8,720	\$45.90
Total Hours	28,320	\$45.90

- 1 The revenue service hour rates shown above are for the year January 1, 2013 through
2 December 31, 2013. Revenue service hour rates, advertising rights revenue and
3 payment for bus shelter maintenance for future years will be adjusted by the year to
4 year change in the November Consumer Price Index (CPI) for all urban consumers in
5 Los Angeles-Riverside-Orange County not to exceed an increase greater than five
6 percent (5%).
- 7 For example the revenue service hour rate for 2014 will be adjusted based on the
8 change in CPI from November 2012 to November 2013.

SCHEDULE OF PERFORMANCE

1 The term of the Agreement is a five (5) year term commencing on:

2 July 1, 2013

3 Upon completion of the initial five-year term, at its sole discretion, the City may extend
4 the contract twice, each for a two (2) two year term, provided that any changes in the
5 terms and conditions of the contract are mutually agreed upon by both parties.

6 **Hours and Days of Operation**

7 Fixed-route service will be provided on the designated routes during the week,
8 approximately 249 weekday per year and 107 weekends and holidays per year,
9 depending upon when certain holidays fall. Vehicles are expected to be in revenue
10 service 13 hours per weekday. Saturday service only ten hours of service are provided.
11 Sunday service is provided or planned for five hours. Dial-A-Ride services will operate
12 eleven hours including weekends. The holidays observed are New Year's Day, Martin
13 Luther King's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,
14 and Christmas Day. When there is a possibility of the same holiday being celebrated on
15 more than one date, City shall set the date.

16 **Descriptions of Service Modes**

17 A brief description of the Transit Service modes provided by the Transit Contractor is
18 herein described. Transit Services are provided seven days a week at consistent and
19 varying levels, Monday through Saturday with some variation in the hours of service by
20 mode, and on Sunday at more limited hours. Transit Services generally observe the
21 following holidays when no service is provided on fixed route, although dial-a-ride
22 service are operational on these holiday days:

- 23 a. New Year's Eve and Day,
24 b. Martin Luther King's Day,
25 c. Memorial Day,
26 d. Independence Day,
27 e. Labor Day,
28 f. Thanksgiving Day, and
29 g. Christmas Eve and Day

9 days

30 1. Fixed-Route Service:

31 The fixed-route is served by four buses involving two routes. One route is called the
32 "Teal Line" and buses run in a clockwise manner. The other route is called "Pumpkin
33 Line" with buses running counter-clockwise. Two buses run 30 minutes apart on each
34 route.

1 Fixed route service is provided seven days per week. Service hours are:

2 Monday through Friday	6:00 am to 8:30 pm
3 Saturday	8:00 am to 5:00 pm
4 Sunday	9:00 am to 4:00 pm

5 2. City Dial-a-Ride Service:

6 The City Dial-A-Ride is an ADA accessible program serving riders within the City limits
7 of the City of Baldwin Park. This service is intended to provide transportation for senior
8 citizens age 60 and over as well as persons with disabilities, by group load or individual
9 service. Currently there is a 40-minute response time allowance with the average
10 response being approximately 20 minutes.

11 Door-to-door service is provided. Trip requests are made in advance or on the day the
12 individual wishes to travel. Advanced reservations (taken up to two weeks in advance)
13 and subscription/standing order trips account for less than 10% of the ridership.
14 Services are predominantly next-day or same-day reservation. Riders typically request
15 service at the time they are ready for transport. Priority is given to patrons with medical
16 and rehabilitation appointments. Regular patrons are encouraged to apply for and
17 obtain a City issued Dial-A-Ride card so that it may be shown to the driver when the
18 individual's disabling condition is not immediately apparent.

19 City dial-a-ride operating hours are:

20 Monday through Friday	5:00 am to 6:00 pm
21 Saturday & Sunday	6:00 am to 6:00 pm

22

23 3. Purchase of Optional Services (Special Trips).

24

25 In addition to regular operations, Contractor may, from time to time, upon receiving
26 specific written authorization from City, be asked to provide special transportation
27 services using Transit Services vehicles. These special services will be provided when
28 determined by the City to be in the public interest, do not interfere with Transit Service's
29 regular operation and are in compliance with applicable federal and state statutes. The
30 Contractor shall be paid for these services at the same hourly rate as the Fixed-Route
31 Service.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Robert Lopez, Chief of Police
DATE: December 21, 2022
SUBJECT: Request for Authorization to Purchase eight (8) Motorola Solutions Apex 8000 P25 complaint portable radios

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

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

BACKGROUND

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

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

In December of 2021 the ICI, JPA entered into a 6-year service contract with Motorola Solutions. This

service contract is for the repair of Motorola Solutions manufactured equipment and select third-party manufactured equipment supplied by Motorola Solutions. Currently Baldwin Park, as well as all other members of the ICI Comnet Group, only use Motorola Solutions equipment.

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

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

ALTERNATIVES

Authorize the purchase.

Decline to authorize the purchase.

LEGAL REVIEW

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

ATTACHMENTS

1. Quote from Motorola Solutions
 2. Motorola Solutions sole source letter
 3. 2020 SHSP Subrecipient Agreement
-

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

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

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

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

W I T N E S S E T H

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

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

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

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

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

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

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

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

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

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

§102. Representatives of the Parties and Service of Notices

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

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

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

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

2. The representative of Subrecipient is:

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

With a copy to:

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

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

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

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

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

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

§202. Use of Grant Funds

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

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

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

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

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

Any equipment acquired or obtained with Grant Funds:

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

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

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

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

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

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

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

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

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

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

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

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

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

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Breach

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

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

§405. Prohibition Against Assignment or Delegation

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

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

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

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

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

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

§408. Indemnification

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

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

§409. Conflict of Interest

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

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

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

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

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

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

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

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

5. Records Inspection

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

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

6. Records Maintenance

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

7. Subcontracts and Procurement

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

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

8. Labor

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

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

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

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

9. Civil Rights

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

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

10. Environmental

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

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

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

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

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

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

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

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

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

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

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

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

13. Drug-Free Workplace

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

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant Agreement

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

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

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

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

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

1. Travel Expenses

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

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

C. Compliance With Grant Requirements

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

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

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

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

D. Noncompliance With Grant Requirements

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

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

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

B. Rights to Use Inventions

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

C. Copyright Policy

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

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

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

§416. Compliance with Fair Chance Employment Practices

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

§417. Method of Payment and Required Information

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

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

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption

to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Termination

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

§503. Amendments

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

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

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

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY _____
FESIA A. DAVENPORT
Chief Executive Officer
Date _____

BY _____
CELIA ZAVALA
Executive Officer, Board of Supervisors

BY _____
ARLENE BARRERA
Auditor-Controller

APPROVED AS TO FORM

RODRIGO A. CASTRO-SILVA
County Counsel

BY _____
Deputy County Counsel

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

APPROVED AS TO FORM

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

ATTEST

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

EXHIBITS

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

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET**

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

Reporting Entity:

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

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

Brief Description of Services and Payments indicated in item 11:

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

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

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

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

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

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

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21

COMPANY/ORGANIZATION NAME:

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

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

CERTIFICATION

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

OFFICIAL'S NAME

DATE EXECUTED

COUNTY OF LOS ANGELES

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

STATEMENT ON THE DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

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

Federal Regulations

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

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

1. Proof of Authority

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

4. Debarment and Suspension

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

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

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

5. Non-Discrimination and Equal Employment Opportunity

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



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

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



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

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

6. Drug-Free Workplace

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

7. Environmental Standards

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

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



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

8. Audits

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

9. Access to Records

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

10. Conflict of Interest

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

11. Financial Management

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

12. Reporting - Accountability

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

13. Whistleblower Protections

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), hereby incorporated by reference, which can be found at:
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



October 23, 2020

Fesia A. Davenport
Acting Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012-0000

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL

Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP)
Subaward #2020-0095, Cal OES ID#037-00000
Subaward Period of Performance: 09/01/2020-05/31/2023

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2020 HSGP subaward in the amount of \$10,593,612. Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review. Additionally, all projects falling under the National Priority Investment Justifications must be reviewed and approved for effectiveness by the



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov

Fesia A. Davenport
October 23, 2020
Page 2 of 2

Federal Emergency Management Agency (FEMA), prior to the obligation, and expenditure of funds for those projects.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES via the FEMA Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

A Conditional Hold has been placed on your subaward; five percent of the subaward must be allocated to each of the four National Priority Investment Justifications for a total of twenty percent of the award. To release this hold, additional information is required for the investments identified which must be submitted in the December 2020 BSIR in a manner consistent with Grants Program Directorate Information Bulletin No. 447.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI
Director



Fesia A. Davenport
Los Angeles County

10-9-2020

Date

Project Ledger

City of Baldwin Park
FY 2020 State Home Security Program (SHSP) Projects
Grant Subaward: 2020-0095
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022
POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
006	LE P25 Radios	HSCP-SHSP	LE	Equipment	\$ 67,518
Total				\$	67,518

Planning

City of Baldwin Park
FY 2020 State Home Security Program (SHSP) Projects
 Grant Subaward: 2020-0095
 Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022

POP Start Date	9/1/2020
POP End Date	5/31/2023

[illegible]

Organization

City of Baldwin Park
FY 2020 State Home Security Program (SHSP) Projects
 Grant Subaward: 2020-0095
 Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022

POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Organization	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Detail	Certification on File	Budgeted Cost

Equipment

City of Baldwin Park
FY 2020 State Home Security Program (SHSP) Projects
 Grant Subaward: 2020-0095
 Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022

POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Equipment Description (Include Quantity)	AEL #	AEL Title	Funding Source	Discipline	Solution Area Sub Category	Deployable / Shareable	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
6.10	10 P25 compliant portable radios and accessories	06CP-01-PORT 06CP-03-PRAC	Radio Portable Accessories Portable Radio	HSGP-SHSP	LE	Interoperable Communications Equipment	Deployable	No	No Hold Indicated	\$ 67,518

Training

City of Baldwin Park
FY 2020 State Home Security Program (SHSP) Projects
 Grant Subaward: 2020-0095
 Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022

POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Course Name	Funding Source	Discipline	Solution Area Sub Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainee(s)	Identified Host	Noncompetitive Procurement	EHP Hold	EHP Approval Date	Budgeted Cost

Exercise

City of Baldwin Park
FY 2020 State Home Security Program (SHSP) Projects
Grant Subaward: 2020-0095
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022

POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Exercise Title	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Date of Exercise	Exercise Type	Identified Host	Date of AAR entered into HSEEP	Noncompetitive Procurement over \$250K	EHP Hold	Budgeted Cost

**The Department of Homeland Security (DHS)
 Notice of Funding Opportunity (NOFO)
 Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP)**

NOTE: If you are going to apply for this funding opportunity and have **not** obtained a Data Universal Numbering System (DUNS) number and/or **are not** currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>.

A. Program Description

1. Issued By

Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

2. Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067

3. Assistance Listings Title (formerly CFDA Title)

Homeland Security Grant Program

4. Funding Opportunity Title

Homeland Security Grant Program

- State Homeland Security Program
- Urban Area Security Initiative
- Operation Stonegarden

5. Funding Opportunity Number

DHS-20-GPD-067-00-01

6. Authorizing Authority for Program

Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93)

8. Announcement Type

New

9. Program Overview, Objectives, and Priorities

Overview

The Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the Department of Homeland Security (DHS)/Federal Emergency Management Agency's (FEMA's) focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. In FY 2020, there are three components of HSGP:

- 1) ***State Homeland Security Program (SHSP)***: SHSP assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 2) ***Urban Area Security Initiative (UASI)***: UASI assists high-threat, high-density Urban Areas efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 3) ***Operation Stonegarden (OPSG)***: OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada as well as states and territories with international water borders. State, local, tribal, and territorial (SLTT) law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

The 2018-2022 FEMA Strategic Plan creates a shared vision for reducing the risks posed by terrorism and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. HSGP supports the goals of Building a Culture of Preparedness and Ready the Nation for Catastrophic Disasters. We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient Nation, as preparedness is a shared responsibility and funding should support priorities that are most impactful and demonstrate the greatest return on investment.

Finally, for FY 2020, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other emerging threats to our national security. DHS and its homeland security mission were born from the "failures among federal agencies and between the federal agencies and state and local authorities to share critical information related to the threat of terrorism" prior to the September 11, 2001, attacks.¹ The threat profile has changed in the last two decades – we now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, threats to our democratic election

¹ Homeland Security Act of 2002: Report Together with Minority and Dissenting Views 222, Select Committee on Homeland Security: 107th Congress, U.S. House of Representatives (2002) (H. Rpt. 107-609).

process and threats from new and emerging technologies. But information sharing and cooperation between state, local, and tribal authorities and federal agencies, including all DHS officials, is just as vital, and perhaps even more vital, today. Therefore, for FY 2020, we have identified four priority areas, tied to some of the most serious threats that DHS would like to see addressed by state and local governments, that recipients will need to address with their HSGP funds. Perhaps most importantly, we will be focused on forging partnerships to strengthen information sharing and collaboration in each of these priority areas and looking for recipients to remove barriers to communication and cooperation with DHS and other federal agencies.

Objectives

The objective of the FY 2020 HSGP is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

Priorities

Given the evolving threat landscape, it is incumbent upon DHS/FEMA to continuously evaluate the national risk profile and set priorities that help ensure appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2020, four priority areas attract the most concern. And due to the unique threats that the nation faces in 2020, DHS/FEMA has determined that these four priorities should be addressed by allocating specific percentages of HSGP funds to each of these four areas, for a total of 20 percent. The following are the four priority areas for FY 2020, along with the corresponding amount of HSGP funds that each recipient will be required to propose for each priority area in order to obtain a full allocation of HSGP funds:

- 1) Enhancing cybersecurity (including election security) – 5 percent
- 2) Enhancing the protection of soft targets/crowded places (including election security) – 5 percent;
- 3) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – 5 percent;
- 4) Addressing emergent threats (e.g., unmanned aerial systems [UASs], etc.) – 5 percent.

Failure by a recipient to propose investments and projects that align with these four priority areas and spending requirements may result in a recipient receiving a reduced grant award. DHS/FEMA may not award funding in excess of a recipient's minimum allocation threshold² to the extent that investments and projects do not align with these four priority areas.

A State or high-risk urban area may allocate the remaining 80 percent to gaps identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise, and to which that States should consider allocating funding across core capability gaps and national

² The *Homeland Security Act of 2002*, as amended, allocates for each of the 50 States, the District of Columbia, and Puerto Rico 0.35 percent of the total funds appropriated for grants under section 2003 and section 2004 of the *Act*, and 0.08 percent for each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands).

priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

- 1) Effective planning;
- 2) Training and awareness campaigns;
- 3) Equipment and capital projects; and
- 4) Exercises.

The table below provides a breakdown of the FY 2020 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the [Preparedness Grants Manual](#). DHS/FEMA anticipate that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through other funding mechanisms.

FY 2020 SHSP & UASI Funding Priorities

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing Cybersecurity (including election security)	• Cybersecurity • Intelligence and information sharing	• Safety and security	• Cybersecurity risk assessments • Projects that address vulnerabilities identified in cybersecurity risk assessments ○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by CISA ○ Cybersecurity training and planning
Enhancing the Protection of Soft Targets/ Crowded Places (including election security)	• Operational coordination • Public information and warning • Intelligence and information sharing • Interdiction and disruption • Screening, search, and detection • Access control and identity verification • Physical protective measures • Risk management for protection programs and activities	• Safety and security	• Operational overtime • Physical security enhancements ○ Security cameras (CCTV) ○ Security screening equipment for people and baggage ○ Lighting ○ Access controls ○ Fencing, gates, barriers, etc.
Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS	• Intelligence and information sharing	• Safety and security	• Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment) • Information sharing with all DHS components, fusion centers, and other entities designated by DHS

			• Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition and analysis • Joint training and planning with DHS officials and other entities designated by DHS
Addressing Emergent Threats, such as Transnational Criminal Organizations and UAS	• Interdiction & disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing • Planning • Public Information and Warning • Operational Coordination	• Safety and security	• Sharing and leveraging intelligence and information • UAS detection technologies • Enhancing weapons of mass destruction (WMD) and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities ○ Chemical Biological Radiological Nuclear and Explosive (CBRNE) detection, prevention, response, and recovery equipment
Enduring Needs			
Planning	• Planning • Risk management for protection programs and activities • Risk and disaster resilience assessment • Threats and hazards identification • Operational coordination • Community resilience	• Safety and security	• Development of: ○ Security Risk Management Plans ○ Continuity of Operations Plans ○ Response Plans • Efforts to strengthen governance integration between/among regional partners • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning
Training & Awareness	• Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment • Community resilience	• Safety and security	• Active shooter training • Security training for employees • Public awareness/preparedness campaigns • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning
Equipment & Capital Projects	• Long-term vulnerability reduction • Infrastructure systems • Operational communications • Interdiction and disruption • Screening, search and detection • Access control and identity verification • Physical protective measures	• Safety and security	• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments • Physical security enhancements ○ Security cameras (CCTV) ○ Security screening equipment for people and baggage ○ Lighting ○ Access Controls ▪ Fencing, gates, barriers, etc.

Exercises	• Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience	• Safety and security	• Response exercises
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Starting in FY 2020, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for *each* of the four national priorities identified above. Under the Cybersecurity investment and the Soft Target/Crowded Places investments one project for each of those two investments must be to support enhancing election security. As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to preventing, preparing for, protecting against, and responding to acts of terrorism. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (e.g., states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at <https://www.fema.gov/national-preparedness-system>. Detailed information on THIRA/SPR timelines and deadlines can be found in the Preparedness Grants Manual.

FY 2020 OPSG Funding Priorities

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS	• Intelligence and information sharing	• Safety and security	• Participation in the DHS/ICE 287(g) training program • Information sharing with all DHS components, fusion centers, and other entities designated by DHS • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition and analysis • Joint training and planning with DHS officials and other entities designated by DHS
Addressing Emergent Threats, such as Transnational Criminal Organizations	• Interdiction & disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing	• Safety and security	• Operational overtime for border security operations as directed by the applicable, USBP-approved operations order • Sharing and leveraging intelligence and information

Starting in FY 2020, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses *each* of the two national priorities identified above.

10. Performance Metrics

Performance metrics for this program are as follows:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above; and

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
 - Number of arrests that resulted from OPSG contacts
 - Value of drug seizures that resulted from OPSG contacts

B. Federal Award Information

Award Amounts, Important Dates, and Extensions

Available Funding for the HSGP NOFO: \$1,120,000,000

HSGP Programs	FY 2020 Allocation
State Homeland Security Program	\$415,000,000
Urban Area Security Initiative	\$615,000,000
Operation Stonegarden	\$90,000,000
Total	\$1,120,000,000

SHSP Allocations

For FY 2020, DHS/FEMA will award SHSP funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The following table identifies the *targeted* SHSP allocation ranges for each State based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended. States are strongly encouraged to apply for funding at least 15% over the high end of their target allocation range as ineffective applications will not be funded. Final award amounts will be based on DHS/FEMA's evaluation of the effectiveness of proposed investments and projects.

Regardless of the amount of a State's targeted SHSP allocation range, each State must include a separate investment for each of the four national priority areas identified in the Priorities section, above. The funding level in each national priority area investment must equal or exceed the percentage for that respective national priority area, calculated as a percentage of the State's *targeted* SHSP allocation in the table below. For the states that receive a target allocation in excess of the minimum, the percentage is calculated against the high end of the range, as displayed in the table below. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the State's application as described in Section D, below. Final awards are based on whether the State has proposed investments in each of the four national priority areas in an amount equal to or greater than the percentage for that priority area and based on the effectiveness review.

DHS/FEMA will allocate to each state and territory a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. The minimum allocation for all 50 States, the District of Columbia, and the Commonwealth of Puerto Rico is 0.35 percent of the total funds appropriated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. The minimum allocation for the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) is 0.08 percent of the total funds appropriated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended. THIRA/SPR results do not impact grant allocation or award.

Regardless of the final award amount, a state must invest SHSP funding in each of the four national priority areas in an amount equal to or greater than percentage identified above for each national priority area, as approved by DHS/FEMA.

FY 2020 TARGET SHSP ALLOCATIONS

State/Territory	FY 2020 Allocation	State/Territory	FY 2020 Allocation
New York	\$59,174,400 - \$73,968,000	Kentucky	\$4,287,500
California	\$49,608,800 - \$62,011,000	Louisiana	\$4,287,500
Texas	\$15,839,200 - \$19,799,000	Maine	\$4,287,500
Illinois	\$12,085,600 - \$15,107,000	Minnesota	\$4,287,500
Florida	\$8,127,200 - \$10,159,000	Mississippi	\$4,287,500
Virginia	\$7,076,800 - \$8,846,000	Missouri	\$4,287,500
Georgia	\$4,600,000 - \$5,750,000	Montana	\$4,287,500
Pennsylvania	\$7,076,800 - \$8,846,000	Nebraska	\$4,287,500
Maryland	\$6,153,600 - \$7,692,000	Nevada	\$4,287,500
New Jersey	\$6,153,600 - \$7,692,000	New Hampshire	\$4,287,500
Washington	\$5,384,800 - \$6,731,000	New Mexico	\$4,287,500
Massachusetts	\$5,384,800 - \$6,731,000	North Dakota	\$4,287,500
Ohio	\$5,384,800 - \$6,731,000	Oklahoma	\$4,287,500
North Carolina	\$4,423,200 - \$5,529,000	Oregon	\$4,287,500
District of Columbia	\$4,423,200 - \$5,529,000	Puerto Rico	\$4,287,500
Michigan	\$4,423,200 - \$5,529,000	Rhode Island	\$4,287,500
Alabama	\$4,287,500	South Carolina	\$4,287,500
Alaska	\$4,287,500	South Dakota	\$4,287,500
Arizona	\$4,287,500	Tennessee	\$4,287,500
Arkansas	\$4,287,500	Utah	\$4,287,500
Colorado	\$4,287,500	Vermont	\$4,287,500
Connecticut	\$4,287,500	West Virginia	\$4,287,500
Delaware	\$4,287,500	Wisconsin	\$4,287,500
Hawaii	\$4,287,500	Wyoming	\$4,287,500
Idaho	\$4,287,500	American Samoa	\$1,000,000
Indiana	\$4,287,500	Guam	\$1,000,000
Iowa	\$4,287,500	Northern Mariana	\$1,000,000
Kansas	\$4,287,500	U.S. Virgin Islands	\$1,000,000
			\$415,000,000

UASI Allocations

Eligible candidates for the FY 2020 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at <https://www.census.gov/programs-surveys/metro-micro.html>. THIRA/SPR results do not impact grant allocation or award.

For FY 2020, DHS/FEMA will award UASI funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The following table identifies the *targeted* UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended. Applicants are strongly encouraged to apply for funding at least 15% over the high end of their target allocation range as ineffective applications will not be funded. Final award amounts will be based on DHS/FEMA's evaluation of the effectiveness of proposed investments and projects.

In its application, each high-risk urban area, through the State, must include a separate investment for each of the four national priority areas identified in the Priorities section, above. The funding level in each national priority area investment must equal or exceed the percentage for that respective national priority area, calculated as a percentage of the high-risk urban area's *targeted* UASI allocation in the table below. The percentage is calculated against the high end of the range, as displayed in the table below. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the high-risk urban area's application as described in Section D, below. Final awards are based on whether the State has proposed investments in each of the four national priority areas in an amount equal to or greater than the percentage for that priority area and based on the effectiveness review. Regardless of the final award amount, a high-risk urban area must invest UASI funding in each of the four national priority areas in an amount equal to or greater than percentage identified above for each national priority area, as approved by DHS/FEMA.

FY 2020 TARGET UASI ALLOCATIONS

State/Territory	Funded Urban Area	FY 2020 UASI Allocation
Arizona	Phoenix Area	\$4,200,000 - \$5,250,000
California	Anaheim/Santa Ana Area	\$4,200,000 - \$5,250,000
	Bay Area	\$30,000,000 - \$37,500,000
	Los Angeles/Long Beach Area	\$54,400,000 - \$68,000,000
	Riverside Area	\$2,800,000 - \$3,500,000
	Sacramento Area	\$2,800,000 - \$3,500,000
	San Diego Area	\$13,520,000 - \$16,900,000
Colorado	Denver Area	\$2,800,000 - \$3,500,000
District of Columbia	National Capital Region	\$41,400,000 - \$51,750,000
Florida	Miami/Fort Lauderdale Area	\$11,800,000 - \$14,750,000
	Orlando Area	\$2,800,000 - \$3,500,000
	Tampa Area	\$2,800,000 - \$3,500,000
Georgia	Atlanta Area	\$5,000,000 - \$6,250,000
Hawaii	Honolulu Area	\$2,800,000 - \$3,500,000
Illinois	Chicago Area	\$54,400,000 - \$68,000,000
Louisiana	New Orleans Area	\$2,800,000 - \$3,500,000
Maryland	Baltimore Area	\$3,400,000 - \$4,250,000
Massachusetts	Boston Area	\$13,520,000 - \$16,900,000
Michigan	Detroit Area	\$4,200,000 - \$5,250,000
Minnesota	Twin Cities Area	\$4,200,000 - \$5,250,000
Missouri	St. Louis Area	\$2,800,000 - \$3,500,000
Nevada	Las Vegas Area	\$4,200,000 - \$5,250,000
New Jersey	Jersey City/Newark Area	\$15,240,000 - \$19,050,000
New York	New York City Area	\$143,000,000 - \$178,750,000
Oregon	Portland Area	\$2,800,000 - \$3,500,000
Pennsylvania	Philadelphia Area	\$13,520,000 - \$16,900,000
	Pittsburgh Area	\$2,800,000 - \$3,500,000
Texas	Dallas/Fort Worth/Arlington Area	\$13,520,000 - \$16,900,000
	Houston Area	\$19,680,000 - \$24,600,000
	San Antonio Area	\$2,800,000 - \$3,500,000
Virginia	Hampton Roads Area	\$2,800,000 - \$3,500,000
Washington	Seattle Area	\$5,000,000 - \$6,250,000
Total		\$615,000,000

OPSG Allocations

For FY 2020, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2020 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies

that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the State's application as described in Section D, below. The THIRA/SPR process is not required for OPSG.

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

Period of Performance: 36 months

Extensions to the Period of Performance (PoP) are allowed. For additional information on PoP extensions, refer to the [Preparedness Grants Manual](#).

Projected Period of Performance Start Date: September 1, 2020

Projected Period of Performance End Date: August 31, 2023

Funding Instrument: Grant

C. Eligibility Information

1. Eligible Applicants

The State Administrative Agency (SAA) is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes under the SHSP and OPSG through the SAA.

2. Eligibility Criteria

Eligible high-risk urban areas for the FY 2020 UASI program have been determined through

an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

In FY 2020, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and Federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2020, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and Federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

3. Other Eligibility Criteria

National Incident Management System (NIMS) Implementation

Prior to allocation of any Federal preparedness awards in FY 2020, recipients must ensure and maintain adoption and implementation of NIMS. Detailed information on NIMS requirements are in the [Preparedness Grants Manual](#).

Emergency Management Assistance Compact (EMAC) Membership

In support of the Goal, SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2020 HSGP funding must be readily deployable and NIMS-typed when possible to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

Law Enforcement Terrorism Prevention Activities (LETPA)

Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for law enforcement terrorism prevention activities. DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 25 percent of the combined HSGP funds allocated under SHSP and UASI towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 25 percent LETPA allocation may be met by funding projects in any combination of the four national priority areas

identified above and any other investments. And the 25 percent LETPA allocation is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below.

The National Prevention Framework describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

4. Cost Share or Match

There is no cost share or match requirement for the FY 2020 HSGP.

D. Application and Submission Information

1. Key Dates and Times

- a. **Application Start Date:** February 14, 2020
- b. **Application Submission Deadline:** April 30 ~~15~~, 2020 at 5:00 p.m. ET

All applications **must** be received by the established deadline. The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of the full application. **DHS/FEMA will not review applications that are received after the deadline or consider them for funding.** DHS/FEMA may, however, extend the application deadline on request for an applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances.

Applicants experiencing technical issues must notify the FEMA Headquarters (HQ) Program Analyst prior to the application deadline. If applicants do not know their FEMA HQ Program Analyst or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

- c. **Anticipated Funding Selection Date:** *No later than 7/1/2020*
- d. **Anticipated Award Date:** *No later than 9/30/2020*
- e. **Other Key Dates:**

Event	Suggested Deadline for Completion
Obtain DUNS Number	3/16/2020 3/1/2020
Obtain a valid Employer Identification Number (EIN)	3/16/2020 3/1/2020
Update SAM registration	3/16/2020 3/1/2020
Submit the initial application in Grants.gov	4/23/2020 4/8/2020 —
Submit the final application in ND Grants	4/30/2020 4/15/2020 , 5:00 p.m. ET

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

4. Steps Required to Submit an Application, Unique Entity Identifier, and System for Award Management (SAM)

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Data Universal Numbering System (DUNS) Number from Dun & Bradstreet (D&B) and Employer ID Number (EIN)
- b. In the application, provide a valid Data Universal Numbering System DUNS number, which is currently the unique entity identifier;
- c. Have an account with [login.gov](#);
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Create a Grants.gov account;
- f. Add a profile to a Grants.gov account;
- a. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
- b. Submit an initial application in Grants.gov;
- g. Submit the final application in the Non-Disaster Grants (ND Grants) system and
- h. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency.

Applicants are advised that DHS may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when DHS is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, DHS may determine that the applicant is not

qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant. See the [Preparedness Grants Manual](#) for additional information on the steps required to submit an application.

5. **Electronic Delivery**

DHS/FEMA is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS/FEMA requires applicants to submit their initial applications online through [Grants.gov](#) and to submit final applications through [ND Grants](#).

6. **How to Register to Apply through [Grants.gov](#)**

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

7. **How to Submit an Initial Application to DHS/FEMA via Grants.gov**

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

8. **Timely Receipt Requirements and Proof of Timely Submission**

As application submission is a two-step process, the applicant with the Authorized Organizational Representative (AOR) role who submitted the application will also receive an acknowledgement of receipt, a tracking number (in this format: GRANTXXXXXXXX) from Grants.gov, and an Agency Tracking Number (in this format: EMX-2020-XX-XXXX) with the successful transmission of the initial application. This notification does **not** serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants. All applications must be received in ND Grants by 5:00 p.m. ET on April 30 ~~15~~, 2020. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

9. **Submitting the Final Application in Non-Disaster Grants System (ND Grants)**

After submitting the initial application in [Grants.gov](#), eligible applicants will be notified by DHS/FEMA and asked to proceed with submitting their complete application package in [ND Grants](#). Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement but no later than **seven days before the application deadline**. Early registration will allow applicants to have adequate time to start and complete their application.

In [ND Grants](#) applicants will be prompted to submit all of the information contained in the following forms. Applicants should review these forms before applying to ensure they have all the information required:

- Standard Form 424A, Budget Information (Non-construction);
- Standard Form 424B, Standard Assurances (Non-construction); and
- Standard Form LLL, Disclosure of Lobbying Activities.

In addition, applicants must submit copies of the following in [ND Grants](#):

- Investment Justification (the Investment Justification Template may be found in the Related Documents Tab of the [Grants.gov](#) posting and used as a preparation tool; responses to questions in the Template are entered into the GRT);

- List of Urban Area Working Group (UAWG) and Senior Advisory Committee (SAC) members;
- SAC charter;
- UAWG charter; and
- Indirect Cost Agreement, if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement. If the applicant is not required to have an indirect cost rate agreement but will charge indirect costs and is required to have an indirect cost rate proposal, the applicant must provide a copy of their indirect cost rate proposal with the application. See the section below on indirect costs for more information or contact the relevant Program Analyst or Grants Management Specialist for further instructions.

Applicants must submit copies of the following in ND Grants if applying for construction projects. The forms may be accessed in the Forms tab under SF-424 Family on [Grants.gov](https://www.grants.gov):

- Standard Form 424C, Budget Information (Construction); and
- Standard Form 424D, Standard Assurances (Construction).

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.gov or (800) 865-4076, Monday through Friday, 9 a.m. – 5 p.m. ET.

10. Content and Form of Application Submission

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

HSGP Specific Application Instructions

Development of the Investment Justification (SHSP and UASI)

As part of the FY 2020 HSGP application process for SHSP and UASI funds, applicants must develop formal investment justifications (IJs) that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs in accordance with the Risk Methodology and Effectiveness Review described in the Application Review Information and may result in rejection of proposed investments or reduced funding allocations.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness;
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process; and
- Support the overcoming of existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional, and nonprofit partners in efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet its target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the State, or the Nation.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

Development of Investments and Projects (SHSP)

- Applicants must propose at least four and may include up to ten investments.
- Required national priority investment justifications must include the name of the priority in the investment name for easy identification.
- Within each investment in their IJ, applicants must propose at least one project to describe the activities they plan to implement with SHSP funds. There is no limit to the number of projects that may be submitted.
- Of the proposed SHSP-funded investments, one single project, within the required intelligence and information sharing investment, must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below.
- Of the proposed SHSP-funded investments, one project in each of the required Cybersecurity and Soft Targets/Crowded Places investments must be in support of enhancing election security.
- All emergency communications investments must describe how such activities align with their Statewide Communication Interoperable Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governance Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including the name of the project, the project description, the name of the subrecipient, if applicable, the recipient type (e.g., state or local), the project location (zip code of the primary location of the project), the primary core capability the project supports, whether the project activities are shareable and deployable, and which priority area (if any) the project is in support of. Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. Failure to fulfill all of the terms contained in this section may be considered in the evaluation of the effectiveness of the IJs in accordance with the Risk Methodology and Effectiveness Review described in the Application Review Information and may result in rejection of proposed investments or reduced funding allocations.
- FEMA encourages states to use any DHS provided assessments, such as those performed

by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their investment justifications.

Priority Investments (SHSP)

States are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

Cybersecurity Investment Justification (5 percent)

At least one investment must be in support of the state's cybersecurity efforts. The investment must meet or exceed the FY 2020 national priority percentage for cybersecurity, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of SHSP funds. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2020 HSGP grant awards will be required to complete the 2020 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2020 NCSR will be open from October – December 2020.

- The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity.
- Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see Information Bulletin 439.

In January 2017, the Department of Homeland Security designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation.

Given the importance of the Nation's election infrastructure, and the multiple and evolving threats to that infrastructure, at least one project within this investment must be in support of the state's efforts to enhance election security. Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

Soft Target Investment Justification (5 percent)

Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments in order to receive a full allocation of SHSP funds. Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#). States are encouraged to engaged DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

As noted above, given the importance of the Nation's election infrastructure, and the multiple and evolving threats to that infrastructure, at least one project within this investment must be in support of the state's efforts to enhance election security. Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

Information Sharing and Cooperation Investment Justification (5 percent)

Effective homeland security operations rely on timely information sharing and actionable intelligence to accurately assess and prevent threats against the United States. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, cybersecurity, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they

will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for information sharing and cooperation with DHS, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of SHSP funds. Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

Emerging Threats Investment Justification (5 percent)

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists remain intent on acquiring weapons of mass destruction (WMD) capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and no-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of unmanned aircraft systems, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of emerging threats, at least one investment must be in support of the state's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for emerging threats, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of SHSP funds. Additional resources and information regarding emerging threats are available through the [Countering Weapons of Mass Destruction Office](#) and the [Cybersecurity and Infrastructure Security Agency](#).

Development of Investments and Projects (UASI)

- Applicants must propose at least four and may include up to ten investments.
- Within each investment in their IJ, Urban Areas must propose at least one project to describe the activities they are planning to implement with UASI funds. There is no limit to the number of projects that may be submitted.
- Required national priority IJs must include the name of the priority in the investment name for easy identification.
- Of the proposed projects, Urban Areas are required to propose one single project, as part of the required intelligence and information sharing investment justification, in support of a designated fusion center within the Urban Area, if applicable. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop fusion center investments below.
- Of the proposed UASI-funded investments, one project in each of the required Cybersecurity and Soft Targets/Crowded Places investments, must be in support of enhancing election security.

All emergency communications investments must describe how such activities align with their Statewide Communication Interoperable Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governance Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.

All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including the name of the project, the project description, the name of the subrecipient, if applicable, the recipient type (e.g., state or local), the project location (zip code of the primary location of the project), the primary core capability the project supports, whether the project activities are shareable and deployable, and which priority area (if any) the project is in support of. Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.

Priority Investments - UASI

High-risk urban areas are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

Cybersecurity Investment Justification (5 percent)

At least one investment must be in support of the urban area’s cybersecurity efforts. The investment must meet or exceed the FY 2020 national priority percentage for cybersecurity, and will also be subject to DHS/FEMA’s evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of UASI and SHSP funds. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2020 HSGP awards will be required to complete the 2020 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2- 3 hours to complete. The 2020 NCSR will be open from October – December 2020.

- The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity.
- Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see Information Bulletin 439.

In January 2017, the Department of Homeland Security designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation.

Given the importance of the Nation's election infrastructure, and the multiple and evolving threats to that infrastructure, at least one project within this investment must be in support of the state's efforts to enhance election security. Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

Soft Target Investment Justification (5 percent)

Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of UASI funds. Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#).

As noted above, given the importance of the Nation's election infrastructure, and the multiple and evolving threats to that infrastructure, at least one project within this investment must be in support of the state's efforts to enhance election security. Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

Information Sharing and Cooperation Investment Justification (5 percent)

Effective homeland security operations rely on timely information sharing and actionable intelligence to accurately assess and prevent threats against the United States. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, cybersecurity, border security, immigration enforcement, and other areas is

critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for information sharing and cooperation with DHS, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of UASI funds. Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

Emerging Threats Investment Justification (5 percent)

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists remain intent on acquiring weapons of mass destruction (WMD) capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of unmanned aircraft systems, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of emerging threats, at least one investment must be in support of the urban area's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for emerging threats, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of UASI funds. Additional resources and information regarding emerging threats are available through the [Countering Weapons of Mass Destruction Office](#) and the [Cybersecurity and Infrastructure Security Agency](#).

Development of Fusion Center Projects (SHSP and UASI)

If applicable, each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center.
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.
- The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the Preparedness Grants Manual.

- If the project description and funding itemization do not directly support the fusion center or clearly align to the Fusion Center Performance Measures, then the project may be conditionally approved until a Fusion Center Addendum is submitted.

Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

The X Fusion enhancement project will fund:

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training.*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2020.XXX.*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project.*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

<i>Solution Area and Amount of Proposed Funding</i>	<i>Percent of Proposed Funding</i>
<i>Planning: \$10,000.00</i>	<i>2%</i>
<i>Organization: \$200,000</i>	<i>48%</i>
<i>Equipment: \$200,000</i>	<i>48%</i>
<i>Training: \$10,000</i>	<i>2%</i>
<i>Exercises: \$0</i>	<i>0%</i>
<i>Total: \$420,000</i>	<i>100%</i>

Completing IJs in the Grant Reporting Tool (GRT) (SHSP and UASI)

In the Related Documents section of the [Grants.gov](https://www.grants.gov) posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in [Grants.gov](https://www.grants.gov) posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

Development of Concept of Operations for OPSG

As part of the FY 2020 OPSG application process, each eligible local unit of government at the county or Federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and Federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary. CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with

the local USBP sector office, the SAA and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priorities identified below.

Information Sharing and Cooperation

Effective border security operations rely on timely information sharing and actionable intelligence to accurately assess and prevent threats against the United States. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, cybersecurity, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism.

Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must be in support of the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing. Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

Emerging Threats

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists remain intent on acquiring weapons of mass destruction (WMD) capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of unmanned aircraft systems, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of emerging threats, the CONOP must be in support of the recipient's efforts to address emerging threats. Additional resources and information regarding emerging threats are available through the [Countering Weapons of Mass Destruction Office](#) and the [Cybersecurity and Infrastructure Security Agency](#).

11. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372. See <https://www.archives.gov/Federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2017/11/SPOC-Feb.-2018.pdf>.

12. Funding Restrictions

Federal funds made available through this award may be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal awards, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions.

13. Environmental Planning and Historic Preservation (EHP) Compliance

See the [Preparedness Grants Manual](#) for information on EHP Compliance.

14. Emergency Communications Investments

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- Applicants must describe in the investment how proposed communications investments align to needs identified in their SCIP. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals.
- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the *SAFECOM Guidance*. The certification letter should be coordinated with the SWIC for each state and must be uploaded to [ND Grants](#) at the time of the first Program Performance Report (PPR) submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through Federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by the DHS Office of Emergency Communications and will be verified by FEMA GPD through programmatic monitoring activities.
- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and

mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by the DHS Office of Emergency Communications and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required) and must submit an After Action Report/Improvement Plan (AAR/IP) to the Homeland Security Exercise and Evaluation Program's (HSEEP) electronic message inbox at hseep@fema.gov within 90 days of exercise completion. Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated [above](#)), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the [Preparedness Grants Manual](#).

15. Detailed Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being used by the direct recipient for projects carried out by the direct recipient and how much funding is being passed through to sub-recipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the grants.gov posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

16. Funds Transfer Restriction

The recipient is prohibited from transferring funds between programs (includes the SHSP, the UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., the SHSP and UASI), however, recipients are not allowed to

divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

17. Pre-Award Costs

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the Authorized Representative of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

18. Cost Principles

Costs charged to this award must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. For more information on 2 C.F.R. Part 200, please refer to FEMA GPD Information Bulletin 400, [FEMA's Implementation of 2 C.F.R. Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards \("Super Circular" or "Omni Circular"\)](#).

19. Direct Costs

a. Planning

Planning costs are allowed under this program.

b. Organization

Organization costs are allowed under this program.

c. Equipment

Equipment costs are allowed under this program.

d. Training

Training costs are allowed under this program.

e. Exercises

Exercise costs are allowed under this program.

f. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap, please see FEMA Information Bulletin (IB) 421, Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act.

g. Operational Overtime

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA.

h. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.

i. Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the EHP approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit [Standard Form 424C](#).

j. Maintenance and Sustainment

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable as described in FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants Policy (<http://www.fema.gov/media-library/assets/documents/32474>).

k. Management and Administration (M&A) Costs

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to five percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the four national priority areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its enhancing cybersecurity investment, the recipient may credit that funding toward its requirement to allocate at least 5 percent of its award to enhancing cybersecurity.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to five percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

SAA 1:

SHSP: \$1,000,000

OPSG: \$2,500,000

UASI: \$2,500,000

M&A Maximum: \$300,000 (5 percent of \$6,000,000)

Maximum M&A for SHSP = \$50,000

Maximum M&A for OPSG = \$125,000. Of that amount, \$62,500 (2.5 percent) may be retained from the OPSG allocation, and the other \$62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$50,000 available to manage the SHSP allocation.

SAA 2:

SHSP: \$3,500,000

OPSG: \$1,000,000

M&A Maximum: \$225,000 (5 percent of \$4,500,000)

Maximum M&A for SHSP: \$175,000

Maximum M&A for OPSG = \$50,000. Of that amount, \$25,000 (2.5 percent) may be retained from the OPSG allocation, and the other \$25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$175,000 available to manage the SHSP allocation.

Please note, [Information Bulletin \(IB\) 365: Management and Administration Costs in the Homeland Security](#) and DHS/FEMA Policy 207-087-1, which can be found at <http://www.fema.gov/library/viewRecord.do?id=7837>, **do not apply to awards made in FY 2020 under this NOFO.** The IB and Policy remain in effect for all previous awards.

L. Critical Emergency Supplies

Critical emergency supplies are allowed under this program.

M. Secure Identification

Secure Identification costs are allowed under this program.

N. Indirect (Facilities & Administrative [F&A]) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

O. General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the

Emergency Management Assistance Compact (EMAC)³ and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical, biological, radiological, nuclear, and explosives (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff⁴ engaged in homeland security program activity.

Equipment allowability is based on the [Authorized Equipment List \(AEL\)](#) but exceptions may be considered on a case-by-case basis if (1) the equipment identified to be purchased directly maps to a core capability contained within the Goal, and (2) the equipment's purpose (when operational) falls under the permitted use of funds in accordance with 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended.

P. Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). Funds under HSGP may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate HQ GPD Program Analyst. For additional information on allowable costs, see the [Preparedness Grants Manual](#).

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Planning Costs			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning activities	Y	Y	N
Materials required to conduct planning activities	Y	Y	N
Travel/per diem related to planning activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of WHTI-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N

³ Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

⁴ This applies to all homeland security personnel and is not limited to management and administration staff, and costs are to be captured outside the cap on management and administration costs

Allowable Program Activities	SHSP	UASI	OPSG
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N
Development, and review and revision of the THIRA/SPR continuity of operations plans	Y	Y	N
Allowable Organizational Activities Note: Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation).	Y	Y	Y
Allowable Equipment Categories			
Personal Protective Equipment	Y	Y	Y
Allowable Equipment Categories			
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y
Critical emergency supplies	Y	Y	N
Vehicle acquisition, lease, and rental	N	N	Y
Other Authorized Equipment	Y	Y	Y

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Training Costs			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	N
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	N
Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils in conducting training exercises	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
Allowable Exercise Related Costs			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
Allowable Exercise Related Costs			
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Allowable Management & Administrative Costs			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the PoP of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the PoP of the grant Program	Y	Y	N
Law Enforcement Terrorism Prevention Activities (LETPA) Costs			
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y	N
Maturation and enhancement of designated state and major Urban Area fusion centers	Y	Y	N
Coordination between fusion centers and other analytical and investigative efforts	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Implementation and maintenance of the Nationwide SAR Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical	Y	Y	N
Building and sustaining preventive radiological and nuclear detection capabilities	Y	Y	N

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

Allocations

Risk Methodology and Effectiveness Review

The risk methodology and effectiveness review first determine the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the [Preparedness Grants Manual](#) and Application Evaluation Criteria for additional information on risk methodology and effectiveness review.

The second part of the risk methodology and effectiveness review determines whether the proposed project is clear, logical, and reasonable to address the priority area of interest and contribute to a culture of national preparedness. This part considers factors such as how well the project is described and how well the project addresses the objectives and strategies of the priority area.

Risk and effectiveness will be given equal consideration in determining final award amounts.

NOTE: The THIRA/SPR process is separate from the risk methodology and effectiveness review, and its results do not affect grant allocations.

Evaluation Criteria

FEMA will evaluate the FY 2020 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ or project:

- Meets the national priority required spend percentages.
- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This part considers factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations. Effectiveness will be evaluated prior to award and may impact the final overall award amount. To that end, IJs should include:

- How the proposed investment addresses the national priority;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of laws, policies and practices that can be enhanced, eliminated, or otherwise changed in order to achieve the goals of the project and foster a culture of national preparedness;
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2020 HSGP applications, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (30%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the State, or the Nation.
- Budget (10%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (30%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses national priorities outlined in the FY 2020 NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Collaboration (30%): Proposals will be evaluated based on the degree to which the proposal adequately details how the recipient will use investments and other means to overcome existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional and nonprofit partners in efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet its target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the State, or the Nation. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.
- Past Performance (additional consideration): Proposals will be evaluated based on the

applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

Review and Selection Process (SHSP and UASI)

To ensure the effectiveness of proposed investments and projects, all applications will undergo a Federal review as described herein. The Federal review will be conducted by DHS and FEMA. IJs will be reviewed at both the investment and project level. Results of the effectiveness analysis may result in a recipient receiving a reduced grant award.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

As part of the above, Fusion center projects will be reviewed by DHS/FEMA for compliance with HSGP NOFO requirements to prioritize the alignment of requests with results from the annual Fusion Center Assessment Program. If a fusion center investment does not meet the requirements, a Fusion Center Addendum must be completed and submitted for review and approval prior to expending funds allocated to fusion center activities.

Emerging threats investments will be reviewed by DHS/FEMA, DHS Countering Weapons of Mass Destruction Office, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

All other proposed investments not associated with a required investment justification will undergo a Federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO.

Review and Selection Process (OPSG)

Applications will be reviewed by the SAA and USBP for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the

Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the [Preparedness Grants Manual](#).

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the Federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2020 OPSG funds will be allocated competitively based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to, threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2020 Operations Orders to designated localities within border states and territories.

b. Financial Integrity Criteria

Prior to making a Federal award, DHS/FEMA is required by 31 U.S.C. § 3321 note, 41 U.S.C. § 2313, and 2 C.F.R. § 200.205 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information. Application evaluation criteria may include the following risk-based considerations of the applicant:

- Financial stability;
- Quality of management systems and ability to meet management standards;
- History of performance in managing Federal awards;
- Reports and findings from audits; and
- Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Review

Prior to making a Federal award where the anticipated Federal share of a Federal award will be greater than the simplified acquisition threshold, currently \$250,000 (*see* Section 805 of the National Defense Authorization Act for Fiscal Year 2008, Pub. L. No. 115-91, OMB Memorandum M-18-18 at <https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>; *see also* [FEMA GPD Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds](#)):

- DHS/FEMA is required to review and consider any information about the applicant in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS) and is also accessible through the [SAM](#) website.
- An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered.
- DHS/FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. § 200.205.

F. Federal Award Administration Information

1. Notice of Award

See the [Preparedness Grants Manual](#) for information on Notice of Award.

2. SHSP and UASI Pass-Through Requirements

Awards made to the SAA for HSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. Four requirements must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

Timing and Amount

The SAA must pass-through at least 80 percent of the funds awarded under the SHSP and UASI to local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the GPD's ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the PoP start date does not directly affect the start of the 45-calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 20, 2020, while the PoP dates for that award are September 1, 2020, through August 31, 2022. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 4, 2020 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The PoP start date of September 1, 2020 would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. A letter of intent (or equivalent) to distribute funds is not considered sufficient. The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands. The Commonwealth of Puerto Rico is required to comply with the pass-through requirement, and its SAA must also obligate at least 80 percent of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government. This may occur only with the written consent of the local unit of government, specifying the amount of funds to be retained and the intended use of funds. States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2020, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Program Analyst.

Additional OPSG Requirements

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

3. Administrative and National Policy Requirements

See the [Preparedness Grants Manual](#) for information on Administrative and National Policy requirements.

4. Reporting

See the [Preparedness Grants Manual](#) for information on reporting requirements, including federal financial reporting requirements, programmatic performance reporting requirements, and closeout reporting requirements.

Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Process

See the [Preparedness Grants Manual](#) for information on the THIRA and SPR process.

Supplemental Information Reporting Systems

In addition to ND Grants, the following information systems are used for the submission of required reports:

Grant Reporting Tool (GRT)

Information on the GRT can be found in the [Preparedness Grants Manual](#).

Unified Reporting Tool (URT)

See the [Preparedness Grants Manual](#) for information on the URT.

Closeout Reporting Requirements

See the [Preparedness Grants Manual](#) for information on closeout reporting requirements.

Disclosing Information per 2 C.F.R. § 180.335

See the [Preparedness Grants Manual](#) for information on disclosing information.

5. Monitoring

Per 2 C.F.R. § 200.336, DHS/FEMA through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control

systems to review project accomplishments and to provide any required technical assistance. During site visits, DHS/FEMA will review grant recipients' files related to the grant award. As part of any monitoring and program evaluation activities, grant recipients must permit DHS/FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to DHS/FEMA requests for information relating to the grant program. See the [Preparedness Grants Manual](#) for additional information on monitoring.

G. DHS/FEMA Awarding Agency Contact Information

1. Contact and Resource Information

Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by DHS/FEMA for grant stakeholders. CSID provides general information on all DHS/FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the Federal, state, and local levels. When necessary, recipients will be directed to a Federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.gov, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

GPD Grant Operations Division

GPD's Grant Operations Division Business Office provides support regarding financial matters and budgetary, technical assistance. Additional guidance and information can be obtained by contacting the FEMA Call Center at 866-927-5646 or via e-mail to ASK-GMD@fema.gov.

FEMA Regional Offices

FEMA Regional Offices may also provide fiscal support, including pre- and post-award administration and technical assistance such as conducting cash analysis, financial monitoring, and audit resolution for the grant programs included in this solicitation. GPD will provide programmatic support and technical assistance. FEMA Regional Office contact information is available [here](#).

GPD Environmental Planning and Historic Preservation (EHP)

The DHS/FEMA GPD EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov. EHP Technical Assistance, including the EHP Screening Form, can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

2. Systems Information

Grants.gov

For technical assistance with [Grants.gov](#), call the customer support hotline 24 hours per day, 7 days per week (except Federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

Non-Disaster (ND) Grants

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at

ndgrants@fema.gov or (800) 865-4076, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

Payment and Reporting System (PARS)

DHS/FEMA uses the [Payment and Reporting System \(PARS\)](#) for financial reporting, invoicing and tracking payments. DHS/FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 119A, Direct Deposit Form.

H. Additional Information

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Manual for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:

- Conflicts of Interest in the Administration of Federal Awards and Subawards;
- Extensions;
- Monitoring;
- Procurement Integrity; and
- Other Post-Award Requirements.

In response to recent disasters, FEMA has introduced a new lifelines construct, in order to enable the continuous operation of government functions and critical business essential to human health, safety, or economic security during and after a disaster. To learn more about lifelines, please refer to the [Preparedness Grants Manual](#), or visit <http://www.fema.gov/national-planning-frameworks>.

Additionally, recipients can access the [DHS Strategic Framework for Countering Terrorism and Targeted Violence](#) which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.



LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

SHARED SERVICES DIVISION

GRANT PAYMENT REQUEST

SECTION A: SUBMITTING YOUR REQUEST

Please submit Grant Payment Request Form along with legible supporting documents to:

Grants@auditor.lacounty.gov

In the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):

Department of Auditor-Controller
Shared Services Division / Attn: Grants Unit
3470 Wilshire Blvd., Suite 812
Los Angeles, CA 90010

1. Grant Name & Year:

SECTION B: SUB-RECIPIENT'S INFORMATION

1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered below)	3. Taxpayer ID #:	4. Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):		4. Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

1. SOLUTION AREA (e.g. equipment, training, planning, exercise, organization)	2. PROJECT # (e.g. 011.22)	4. EHP required? (Environmental & Historic Preservation)		5. VENDOR'S INVOICE # (Maximum of 5 invoices)	6. PURCHASE METHOD (including Training)			7. CLAIM AMOUNT (indicate the amount per each line)
		No	Yes (attach State Approval)		If Competitive, indicate the # of bids.	Non-Competitive Bid	Sole Source	
8. TOTAL \$								-

SECTION D: SUB-RECIPIENT'S CERTIFICATION

I certify that (please use the checkbox):

☐

1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

☐

2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.

3. _____

AUTHORIZED SIGNATURE

DATE

4. _____

AUTHORIZED PRINTED NAME

AUTHORIZED TITLE

5. AUTHORIZED CONTACT INFORMATION (If different from Section B):

PHONE # _____

E-MAIL: _____

SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

NOTE: This Form is intended for Internal SSD review purpose only.

Revised on December 2019

**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION**

INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

Purpose of these instructions:

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

In numeral 1 of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:
 - a) ☐ **State EHP Approval:** if required by the state for your claim.

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:
- a) ☐ **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 - b) ☐ **Copy of the purchase order**
 - c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at:
https://www.rkb.us/fema_grants.cfm
 - d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .
 - e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
 - f) ☐ **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
 - g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.
6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.
- a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).
 - b) ☐ **Non-Competitive Bid:** for single bid purchases of \$250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
 - c) ☐ **Sole Source:** for non-bid purchases of \$250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please read and check the box provided if you are an authorized signor.
2. Please read and check the box provided if you are an authorized signor.
3. Please sign the Grant payment request if you are an authorized signor of your agency.
- 4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:

For Equipment Claims:

- a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. ^{*1}Please refer to the Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission: CBRNE).

You need to inform us of any changes on the items above ^{*1}. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

For Training Claims:

- a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.
- b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.
- c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

- d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.
- e) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets (signed by employee and instructor)
 - Sign in sheets (same as above)
 - Signed training certificates
- f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.

- g) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- h) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.
- i) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

- j) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
- k) ☐ **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

- a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
- b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.
- c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

- a) ☐ **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/

- b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME: _____
SUB-RECIPIENT: _____
DATE OF REPORT: _____

P. ____ of ____

[illegible]

Equipment Inventory Listing Procedures for Completion

OBJECTIVE:

To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

<u>Field</u>	<u>Date Element</u>	<u>Procedure</u>
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project #	Project Number (from Grant Workbook Project Sheets)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution

Copy maintained in sub-recipient file

Copy forwarded to Shared Services Division

Training Summary Sheet

Grant Name _____

Jurisdiction Name: _____

Training Provider: _____

OHS Approved Course Title: _____

Non-SLGCP Course Title & OHS Tracking No. _____
(requires pre-approval thru OEM)

Date of Course: _____

Class/ Exercise Duration/Hours: _____

[illegible]

Approved by: _____
Authorized Signature

Print Name and Title

[illegible]

Date _____

[illegible]

Date _____

8. Notes on Personnel Cost:

In general, costs associated with:

- ☐ Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- ☐ Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- ☐ Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

The following examples would not count towards the personnel cap:

- ☐ Vendor installation of a radio tower;
- ☐ Vendor training on new equipment purchased;
- ☐ Contractor hired to create an Emergency Operations Plan;
- ☐ Contractor hired to provide deliveries of ICS 400; and
- ☐ Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

The following examples would count towards the personnel cap:

- ☐ Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- ☐ Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- ☐ Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- ☐ Contractor hired to be an intelligence analyst.

FMFW v1.15a - 2015

Work Order No. 9-25A
Subrecipient Monitoring Instrument

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County State Homeland Security Program
 Monitoring Reports for Fiscal Year 2020-21

A. FINANCIAL REPORTING REQUIREMENTS

Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comment</u>
1.	Was a Single Audit completed for Grant Year 2018-19 and 2019-20?			
2.	If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30 th of the year following the audit?			
3.	Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4.	Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5.	Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6.	Did the Subrecipient implement the corrective action plan?			

B. TRAINING**Objective**

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6. For Projects with overtime expenditures for Training:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			

B. TRAINING (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7. For Projects with backfill expenditures for Training:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the expenditures in their accounting records?			
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

C. PLANNING**Objective**

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?			
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?			
6. For Projects with overtime expenditures for Planning:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			

C. PLANNING (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
b.	Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7.	For Projects with backfill expenditures for Planning:			
a.	Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b.	Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c.	Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8.	Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9.	Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10.	Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA:			
a.	If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b.	If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

D. EQUIPMENT**Objective**

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project's goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"?			
4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5. Did the Subrecipient maintain an Equipment inventory that listed the following:			
a) Description of Equipment,			
b) Serial number or other identification number,			
c) AEL number,			
d) Fund/source/grant year,			
e) Title holder,			
f) 100 percent of federal participation. If no, then identify percentage,			
g) Acquisition date,			
h) Acquisition cost,			
i) Quantity,			
j) Equipment location,			
k) Use and condition of Equipment,			
l) Disposal date and sale price of the Equipment			
6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?			

D. EQUIPMENT (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7.	Was the Equipment physically inspected to ensure:			
	a. The Equipment existed and agreed to inventory listing?			
	b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
8.	Did the Subrecipient maintain Equipment in a secure location?			
9.	For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
10.	For Equipment disposal, if any:			
	a. Was the disposition consistent with federal regulations?			
	b. What is the status of the proceeds received from the disposal?			
11.	Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12.	Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
13.	Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
	a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
	b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

E. EXERCISE**Objective**

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	Yes	No	<u>Comments</u>
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?			
3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
4. If the Exercise expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
6. For Projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
7. For Projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION**Objective**

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?			

F. ORGANIZATION (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
6. For Projects with backfill expenditures for Organization:				
b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?				
c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?				
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?				
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?				
9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:				
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.				
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.				



MOTOROLA SOLUTIONS

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

March 7, 2022

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

Subject: Motorola Solutions – ASTRO25 APX RADIO EQUIPMENT

Dear Lt. Hendricks:

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

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

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

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

Sincerely,

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

Motorola Solutions, Inc.
Mike Bravo
Area Sales Manager

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

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

End Customer:
 BALDWIN PARK, CITY OF

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

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



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

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

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	8	\$110.00	\$74.80	\$598.40
1l	QA05507AA	DEL: DELETE 7/800 MHZ BAND	8	-\$800.00	-\$544.00	-\$4,352.00
1m	QA05508AA	DEL: DELETE VHF BAND	8	-\$800.00	-\$544.00	-\$4,352.00
2	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	8	\$169.56	\$135.63	\$1,085.04
3	PMMN4062AL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	8	\$127.12	\$101.68	\$813.44
4	FAF5260A	ASSY,ANT,UHF R2 PLUS GPS STUBBY ANT	8	\$64.80	\$51.83	\$414.64
5	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	1	\$1,420.20	\$1,136.02	\$1,136.02

Subtotal \$64,529.14

Estimated Tax \$6,038.31

Grand Total **\$70,567.45(USD)**

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Manuel Carrillo, Director of Recreation and Community Services
DATE: December 21, 2022
SUBJECT: Update on New Service Provider (City Net) for the Esperanza Villa Tiny Homes Year Two (2).

SUMMARY

The purpose of this staff report is to provide an update on the new service provider (City Net) for the Esperanza Villa Tiny Homes Year Two (2).

RECOMMENDATION

It is recommended that the City Council receive and file.

FISCAL IMPACT

There is no fiscal impact to the City at this time.

BACKGROUND

At their City Council Meeting, on May 18, 2022, the City of Baldwin Park City Council approved the extension of operations for year two (2) of operations at Esperanza Villa, and the Notice Funding for Cities and Councils of Governments Interim Housing Services Fund (CCOGIHS Fund) Grant. The San Gabriel Valley Regional Housing Trust (SGVRHT) and the City of Baldwin Park jointly applied to the Cities and Councils of Governments Interim Housing Services (CCOGIHS) program to fund the second year of site operation and were awarded \$730,000.

To ensure the site operator contract included the updated CCOGIHS requirements, the SGVRHT released a Request for Proposals (RFP) for site management and operation. The RFP scoring criteria included ability to meet CCOGIHS requirements, leverage existing homeless services, serve the site under housing first-models (no background checks) and ability to staff the site, and abide by approved cost. Two proposals were received, and City Net was selected by SGVRHT and City staff as the most responsive proposal. The contract agreement was approved by the San Gabriel Valley Regional Housing Trust Board on October 27, 2022, at their regular meeting. On Tuesday, November 15, 2022, VOALA and City Net were provided a debrief on the RFP process and next steps to coordinate a smooth and successful transition of service provision for the site.

Beginning, December 1, 2022, City Net, an experienced service provider managing non-congregate tiny home sites, including the family tiny home site in the City of Baldwin Park (Serenity Homes) began operating the Esperanza Villa site. The new contract will not exceed \$730,000 annually with an initial one-year term and one one-year option to extend in 2023. City Net will manage the site and provide onsite case management and supportive services, security, and meals. City Net staff will be onsite 24/7 to ensure participant and community safety. City Net staff will facilitate three meals per day for participants and will monitor the onsite shower, restroom, and laundry facilities. City Net will work

with existing participants on their housing and income plans and perform intake services vacancies occur. City Net will work with participants to create housing plans and connect them to permanent housing options.

For your receipt and file, please view attached the final Management Operations and Procedures Plan (MOP) service plan for Esperanza Villa year two (2). The purpose of the Management Operations and Procedures Plan (MOP) is to provide best practices for the Esperanza Villa Program. The (MOP) Plan may also be used to promote open communication between community stakeholders and to help facilitate a better understanding of the City of Baldwin Park, Esperanza Villa Program.

Establishing a year-round Esperanza Villa Program will meet critical needs among some of the most vulnerable people on our streets and in our neighborhoods, while also addressing a pressing social issue that is deeply impacting local businesses and community members. The (MOP) Plan identifies interim shelter services for homeless persons and best practices to maintain a safe and healthy environment for shelter clients and the community at large. The overall purpose of the program is to connect homeless persons to permanent housing opportunities and resources to maintain housing stability and self-sufficiency. Goals and guidelines of the Plan align to national standards of The HEARTH Act (2009).

ALTERNATIVES

There is no alternative.

LEGAL REVIEW

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

ATTACHMENTS

1. Management Operations and Procedures Plan (MOP) Service Plan for Esperanza Villa.



City Net

Esperanza Villa Program
*Management, Operations
and Procedures*

*City of Baldwin Park – Emergency Shelter Rooms
December 2022*

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Receiving and Posting	43
The Grievance Procedure should be clearly posted in the Policy and Procedure Manual and available at the	43
shelter facility. A client will be given a copy of the grievance procedure when a conflict has occurred that	43
cannot be resolved satisfactorily between the client and a staff person or another client, or the client has a	43
complaint about an event that occurred at the Shelter involving that client. The Grievance Policy Form will be.....	43
read by the client and signed.	43
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Clients should have several ways in which they may share a grievance – verbally or written, anonymous or	

through a third party. A suggestion and grievance box will be available in the common area and will be checked weekly by staff.	44
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SECTION I. PURPOSE & INTRODUCTION

The purpose of the Management Operations and Procedures Plan (MOP) is to provide best practices for the Esperanza Villa Program. The Plan may also be used to promote open communication between community stakeholders and to help facilitate a better understanding of the City of Baldwin Park, Esperanza Villa Program.

Establishing a year-round Esperanza Villa Program will meet critical needs amongst some of the most vulnerable people on our streets and in our neighborhoods, while also addressing a pressing social issue that is deeply impacting local businesses and community members.

The Plan identifies interim shelter services for homeless persons and best practices to maintain a safe and healthy environment for shelter clients and the community at large. The overall purpose of the program is to connect homeless persons to permanent housing opportunities and resources to maintain housing stability and self-sufficiency. Goals and guidelines of the Plan align to national standards of The HEARTH Act (2009).

SECTION II. SHELTER ADMINISTRATION

Program Description

Population Served

Esperanza Villa Program and Services

The program will serve up to 25 shelter clients at any given time while providing access to a range of programs and supportive services at the Shelter. To ensure that the shelter will meet the needs of the community in serving chronic and vulnerable homeless people, clients will be admitted with minimal, “low- threshold” requirements so that chronic and vulnerable homeless people can easily enter and remain in shelter until they can find permanent housing.

Those accessing the shelter will include homeless single men, single women, and couples age 18+.

Esperanza Villa Program Provision of Services

All clients will have access to, and will be encouraged to, participate in services provided through the City Net and the City of Baldwin Park. The City's contracted professional shelter operator, City Net, will provide case management services on site and will be responsible for coordination of on-site partner agencies. Case Managers will be responsible for coordinating additional outside appointments necessary for their assigned shelter clients to achieve goals established in their housing plan.

Program Description

The Esperanza Villa Program is designed to provide safe shelter, basic needs, and access to support to move individuals out of homelessness and into permanent housing opportunities.

Access to Esperanza Villa Program

The Esperanza Villa Program will accommodate indoor, overnight sleeping for up-to 25 individuals per evening. Operations at the Esperanza Villa Program are provided 24 hours a day, seven days a week, 365 days per year. In order to decrease the impact to the surrounding neighborhood, access to bed availability will be handled through a reservation-based system and clients will be assigned to a unit for the duration of their participation in the program. No walk-ins for the Esperanza Villa Program, or services, will be permitted.

The Shelter Operator will pull clients first from the existing waitlist of 30+ clients. Once the waitlist has been exhausted, the Shelter Operator will maintain the site waitlist and perform client intakes in chronological order based on bed availability. Referrals will be accepted from referring agency partners, which include City of Baldwin Park, City of Baldwin Park PD, LAHSA, and Union Station Homeless Services.

It will be imperative for the Shelter Operator to keep a comprehensive tracking sheet which will note the following information:

- Date
- Time
- Client name called in
- Reservation (y/n)
- Declined (y/n)
- Arrival of client (y/n)
- Pallet Assignment

Length of Stay

Consistent with national best practices and trends, the goal for length of stay should be 30 days or less; however, there is no set maximum length of stay. When a client has been a guest of the shelter for more than 90 days, they will be reviewed for an additional stay period every 30 days, ensuring each client is supporting their progress toward housing stabilization. If a client exceeds these 30 days, an intensified housing location and exit plan strategies will be implemented. The program is designed to provide this support until a housing option becomes available. However, at any time a client may be exited from the shelter for safety or continual shelter violations as outlined in the “Exit and Readmission Policies”. Additionally, The Shelter Operator will maintain a report to account for clients with lengths of stay exceeding 30 days and reasons why.

Pallet Homes

The Pallet homes will consist of 25 individual pallet homes. Each client will be assigned a bed bedding, and two storage containers for the length of their stay.

Flexible sleeping space may also be provided for transgender populations, those dealing with illness or in recuperative care, or for other special needs populations.

Meals

Breakfast, lunch, dinner and snacks will be provided for all clients daily, in a central dining area.

Hygiene Facilities

Hygiene facilities will be provided onsite for all clients. These will include restrooms and showers. Clients will be encouraged to utilize these facilities as daily resources. Toiletries will be provided by the Shelter Operator to clients as needed. ADA restrooms

and showers are also provided onsite.

Laundry

Clients will have access to utilize the laundry facilities that will be located on site within the community.

Transportation

No walk-up clients will receive Shelter access. Returning clients will be able to return to the shelter daily by their own transportation or transportation provided by the shelter operator. All clients will be required to check in and out with shelter staff or security.

Security

The Shelter Operator will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community. The Shelter Operator will also strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts harmful behaviors before they escalate. The security plan will include a multi-faceted approach involving screening for sex offenders, registered arsonists and felons with open warrants; secured entrances; security searches upon entrance; confiscation of harmful contraband; trained security personnel providing around-the-clock indoor and outdoor coverage; security alarms, cameras and lighting. Other program elements that will support security efforts include no walk-ups and no loitering policies.

Storage

All clients will be provided with two storage bin containers for their personal belongings. These containers will be stored with the client in the pallet home under the bed. Clients will not be allowed to store other bags, shopping carts or suitcases in the pallet home that will not fit in the provided storage containers. Each client has access to a 12"x12" locker with no additional onsite storage for client belongings. Additionally, a refrigerated storage area will be available to clients with medication needs, with the assistance of shelter staff.

Case Management Services

Upon entering the shelter, each client will be assigned to a case manager. The primary function of the case manager is to work side-by-side with the client to create a pathway toward permanent housing opportunities, with the ultimate goal of ending their homelessness. Additionally, the case manager is to provide resources and support to the client during their stay, including encouragement to access any and all services provided at the Shelter. The case manager will ensure that all clients are entered into the Coordinated Entry System, as the first line of housing engagement.

Together, the case manager and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the case manager will document the client's progress towards actions outlined in the

Housing Plan.

Upon initial intake, the Shelter Operator intake coordinator will ensure each client has been entered into the County Homeless Management Information System (HMIS) and review all shelter guidelines for the Esperanza Villa Program.

Daytime Program Activities

As a 24-hour Shelter Program, the Shelter Operator will encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:

- Full access to service providers through appointments made at the Shelter
- Life skills classes and workshops
- Indoor and outdoor recreational activities
- Daily outings to the DMV, social services, social security office

Services Provided

The Esperanza Villa Program should incorporate a combination of basic needs services, as well as supportive services aimed at creating pathways into housing.

The following *baseline services will be provided* (in ranked priority):

Service	Location	Provided by Shelter Operator or Service Partner(s)
1. Intake/Assessment/Case Management/Housing Navigation	Esperanza Villa Program	City Net
2. Crisis Evaluation – Mental Health	Esperanza Villa Program	Mental Health Partner
3. On Site Centralized Intake/HMIS	Esperanza Villa Program	City Net
4. Domestic Violence Services	Esperanza Villa Program	Domestic Violence Partner
5. Beds on Site	Esperanza Villa Program	City Net
6. Health Clinic	Off-Site – Temp Esperanza Villa Program	Service Partner
7. Transportation Services and Assistance	Esperanza Villa Program	City Net
8. Computers/Email	Esperanza Villa Program	City Net
9. Security	Esperanza Villa Program	City Net
10. Meals/Food	Esperanza Villa Program	City Net
11. Parking	Esperanza Villa Program	City Net
12. Homeless Prevention/Diversion Assistance	Esperanza Villa Program	City of Baldwin Park/ City Net
13. Drug and Alcohol Treatment (on/off site)	Esperanza Villa Program/Off-Site	Service Partner
14. Crisis Evaluation – Referral Plan	Esperanza Villa Program	City Net
15. Services for Children	Not applicable	Not applicable
16. Commissary/Dining Hall	Esperanza Villa Program	City Net
17. 211 (off site)	Off-Site	Service Partner
18. Employment/Job Placement	Esperanza Villa Program	Service Partner/ City Net Case Management
19. Substance Abuse Treatment (on/off site)	Esperanza Villa Program/ Off-Site	Service Partner

	& On-Site	
20. Mental Health Treatment (on/off)	Esperanza Villa Program/ Off-Site & On-Site	Service Partner
21. Laundry	Esperanza Villa Program	City Net/On-site
22. Storage (on/off)	Esperanza Villa Program	City Net/On-site
23. Information and Referral Services	Esperanza Villa Program/Off-Site and On-Site	City of Baldwin Park/City Net

It is also recommended that in addition to the baseline services recommended, the following services are considered in the design and implementation of the Shelter:

Service	Location	Provided by Shelter Operator or Service Partner(s)
1. Recuperative Care Beds and Services	Off-Site	Service Partner
2. Recreational Activities	Esperanza Villa Program	City Net / Volunteer
3. Pet Kennel and Services	Esperanza Villa Program	City Net /Service Partner
4. Clothing Donation and Distribution	Esperanza Villa Program	City Net / Volunteer
5. Electronic Charging Stations	Esperanza Villa Program	City Net/On-site
6. Bike Repair Services	Esperanza Villa Program	Volunteer
7. Police Substation	Off-Site	Police Department
8. Hair Salon and Services	Esperanza Villa Program	Volunteer

Coordinated Entry System Integration

City Net will include in its staffing plan designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Additional staff will be trained to complete on-site VI-SPDAT assessments. Case managers will also assist Shelter clients in obtaining the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry System.

Target Goals/Expected Outcomes

The target goals and expected outcomes for the Shelter will adhere to guidelines and expectations set forth by the U.S. Department of Housing and Urban Development's HEARTH ACT.

The Shelter should not be regarded as a singular program(s) but should provide support to the entire Continuum of Care (CoC), helping to move the system towards higher a level of system performance, a reduction in the number of persons who experience homelessness in our community and an increase in access to housing opportunities for chronically homeless individuals utilizing shelter services.

The Esperanza Villa Program will offer preferences to homeless residents set by the City of Baldwin Park who have identified to have long-term ties to the community.

Indicators for measuring effective system performance should include the following key considerations:

- a. Reduction in Clients Experiencing Homelessness for the First Time:
Are fewer people experiencing homelessness for the first time? Are only persons who have no safe, appropriate housing option being admitted to shelter?
- b. Overall Reduction in Number of Persons Who Experience Homelessness:
Are overall rates of homelessness declining? Is street homelessness declining? Is chronic homelessness declining?
- c. Reduction in the Length of Time Persons Experience Homelessness:
Do people stay homeless for shorter periods of time? A reasonably short length of time homeless indicates system and program success in rapidly re-housing persons who are homeless. It can also indicate efficiency related to turnover of beds, which is essential to meet system demand for the Esperanza Villa Program.
- d. Successful Resolution of Housing/Homeless Crisis:
Do people resolve their housing/homeless crisis successfully by maintaining/obtaining permanent housing? Are people successfully connected to community-based support?
- e. Reduction in Recidivism (subsequent return to homelessness): Are repeat occurrences of homelessness avoided or declining

Program Layout

- Pallet Homes with separation between men, women and couples
- Medical/First Aid Area
- Dining/Commons area
- Security office
- Administrative office/Case Management office space
- Intake and Entry Area

- Kitchen which includes commercial fridge, warmer and shelving. This area also doubles as a staff breakroom
- Shower, Restroom and Laundry Areas
- Outdoor Recreational and Facilities Areas
- Outdoor Pet Kennel Area

Admission Criteria and Procedures

Client Rules and Guidelines

A prospective client must be able to perform all aspects of their care meeting their Activities of Daily Living (ADLs), follow all Esperanza Villa Program rules and maintain appropriate behavior with consideration for all other clients of the shelter. All clients must review and sign a copy of the "Shelter Agreement" document prior to entry (Attachments B and C). Intake staff and case managers will assist any and all clients who may have difficulty understanding or reviewing the rules. ADL medical exceptions can only be made by the City Net Shelter Manager or their designee.

Identification Requirements

A form of official identification is required, such as a shelter-issued ID card, to verify identity; however, a client will not be denied access to shelter services without one, so long as their reservation is verified by City Net staff. Case managers will assist clients in obtaining a California ID, providing each client with a no-cost ID voucher.

Additionally, all Esperanza Villa Program clients will receive a shelter-specific identification card upon entering the shelter that will be used for readmission during the duration of their stay. Shelter ID components include a photograph, name, and other identifying information

Screening Requirements

No person validated on the sex offender registry (Megan's Law) will be allowed to access the Esperanza Villa Program property (screening will take place prior to the arrival at the facility as part of the bed reservation system). Additionally, no felons with open warrants will be allowed to access the Esperanza Villa Program property or individuals identified as a registered arsonist. This screening process will be vetted through the City of Baldwin Park Police Department upon entry to the Shelter.

Bed Inventory System

To minimize neighborhood impact, all clients seeking access to the Esperanza Villa Program and services will do so through the bed reservation system monitored by the Shelter Operator.

Clients will be screened for diversion and/or homeless prevention services. If they have an alternate, habitable location where they may stay, they will be diverted from occupying a shelter bed until their resources have been exhausted.

Clients meeting eligibility requirements will be assigned a pallet home and given instructions on entering and departing time and requirements by City Net intake staff.

The Shelter Operator is required to manage and update daily, a designated system for capturing bed inventory, reservations, and vacancies. Shelter Operator staff is also charged with recording excused versus unexcused absences and recording client exits after 2 consecutive unexcused absences in 30 days. By 9am each morning, a new excel spreadsheet should be prepared by City Net staff noting current beds available, current list of excused versus unexcused absences, and an exit tracking log. These tracking logs will be reviewed daily by the shelter Operations Manager to ensure that there is an internal checks and balances to this transient population.

New Clients Entering the Esperanza Villa Program

New clients will be screened using the phone intake system. Beds will be assigned based on availability and eligibility results. City Net intake staff will check the bed log before assigning the new bed to ensure that an appropriate one exists.

As instructed, new clients should arrive at the shelter escorted by the referring party. When the client is referred a time will be scheduled for the referring party and client to arrive at the shelter for intake to be completed.

Those who miss their scheduled intake time will need to contact the referring party to confirm that the bed is still available and arrange for a new initial entry time. The referring party will then reach out to City Net intake staff to see if the beds remain reserved.

Upon arrival, clients are required to go through a security screening process and work with an Intake Coordinator to be informed of rules and regulations of the Esperanza Villa Program, complete necessary intake paperwork and obtain a shelter ID card.

Day Leave and Returning Clients

Clients who leave the program during the day may leave as early as 6:00am. Clients who have employment or appointments that will require them to leave earlier than 6:00am will need to speak with their case manager or the operations manager for approval. Clients will be able to walk out of the shelter as of 6:00am and will be asked to make their own arrangements for transportation.

Clients will be able to leave and return to the shelter throughout the day and will be required to check in with security at exit and re-entry. Clients will be allowed to walk out of the shelter and will need to arrange for their own transportation. All clients will need to return to the shelter no later than 10:00pm.

Clients arriving later than 10:00 pm for special circumstances such as employment or discharge from the hospital, must communicate with their case manager their anticipated arrival time. No client will be allowed into the shelter after 8pm, unless their reason is found to be valid and approved by their case manager and/or the operations manager. Failure to communicate this could result in forfeiture of their bed reservation and subject to "Readmission Policy" protocols

Hours of Operation

The Esperanza Villa Program is open 24 hours, 365 days per year. These hours of operation will be in effect seven days per week, every week regardless of holidays or weather.

6:30 AM - 8:30 AM	Breakfast served
6:00 AM	Clients can exit the shelter
6:00 AM	Common areas open
6:00 AM - 9:00 PM	Pet kennel area open
9:00 AM - 4:00 PM	Computer/technology lab open (by appt only)
11:30 AM - 1:00 PM	Lunch served
3:00 PM - 4:00 PM	Snack served
5:30 PM - 7:00 PM	Dinner served
10:00 PM - 6:00 AM	Lights out in sleeping area

Overflow Management

Coordinated Service Delivery Plan

It is anticipated that in the early stages of operation for the Esperanza Villa Program needs and demands will outweigh the capacity of the 25 bed Esperanza Villa Program. Therefore, it is imperative that a Coordinated Service Delivery Plan be implemented that includes coordination of the following diversion and redirection strategies:

a. Homeless Diversion

The City of Baldwin Park and City Net Outreach staff will screen for Homeless Diversion prior to entry. The Shelter Operator will again review with the client potential Homeless Diversion services at intake to ensure that those with alternative resources will not be accessing the homeless system. Both City of Baldwin Park Outreach teams and City Net will either provide themselves or partner with an agency that can offer successful diversion assistance.

b. Coordination with Family Shelter

City Net will work with the family shelter operator to redirect families seeking shelter at the Esperanza Villa Program. If no family shelter vacancies are available, the City Net Outreach team will work with families in need by assisting them in seeking alternate shelter until such family programs become available.

c. Coordination with Bridge Housing

The City Net Shelter Case Managers will work with service providers with current

bridge housing and/or other housing vacancies. This form of housing will be utilized by returning clients who have been matched with a housing opportunity and will soon move into permanent housing. This strategy will increase the Esperanza Villa Program bed turnover rate as clients are successfully matched to alternate housing opportunities.

d. Coordination with Other Shelter Providers

City Net Case Managers/Outreach will partner with other emergency shelter program providers to redirect overflow to any additional shelter beds that may be available in the County. Case Managers will re-direct clients to shelter providers based on the client's community of origin.

Overflow Policies

The Bed Reservation System is designed to prevent and minimize overflow and capacity issues for the Esperanza Villa Program. A daily bed utilization count will ensure that the 25-bed capacity will be fulfilled each evening, as the need for beds persists.

In the event of a community-wide natural disaster or in extreme weather situations deemed so by state, county, or city authority, the shelter will maintain a "no walk-up" policy. However, the following option could be utilized by the Operator:

- Utilize alternative locations and county resources for additional beds that may accommodate homeless without a bed reservation during inclement weather or disaster. During inclement weather.

Exit and Re-Admission

Exit and Readmission Policies

Clients will be considered to have exited the program when they voluntarily leave or are exited from the shelter for safety or continual shelter violations or find alternate housing.

When a client exits of their own volition or is exited for shelter violations, the client may be considered for readmission eligibility after the time designated by staff 30 days; with approved exceptions made by the Operations or Program Manager for medical/mental health and extenuating circumstances).

Length of exit for safety violations will depend on the severity of the infraction.

City Net and City of Baldwin Park staff should be balanced in their approach to program exits and readmission policies, as it pertains to rule violations and infractions. Such policies should include considerations to maintain a safe and effective facility; safety for clients, volunteers, staff, and the surrounding neighborhood; as well as demonstrate compassion toward homeless individuals who face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation. No client shall be exited without review by the Director of Shelter Programs.

Additionally, shelter staff will keep logs of "excused" versus "unexcused" absences to avoid unnecessary exits. Only the operations or program managers and/or Director of Shelter Programs can approve excused absences. These excused absences will be promptly reported to shelter staff so that

they are notated in appropriate logs.

It is recommended that Infractions will be subdivided in a multi-tiered system based on the perceived impact of the infraction. Consequences for each tier level should be fitting and just for the level of the infraction and its perceived impact on the wellbeing of stakeholders.

As an example, a Tier 1 level may include “Basic Program Guideline Infractions” such as smoking in the bathrooms, cutting in line, etc. Tier 2 may include “moderate infractions” such as possessing alcohol/drugs on site, client fighting (minor scuffles), disrespect toward volunteers, etc.

For disobedience of rules in Tier 1 and Tier 2 levels, there will be increasing enforcement actions including verbal warnings and write-ups. After a compounded number of infractions in these tier levels, a client may be asked to leave, and staff will determine and give them the designated timeline for which they can be readmitted. Infractions at the Tier 3 level would be considered “major infractions” that include illegal drug use or possession, violent attacks/fights, possession of weapons, etc. The Shelter Operator maintains a zero-tolerance policy towards criminal activity including, but not limited to: violence & sexual misconduct, as well as drugs and medications used or possessed beyond the scope permitted in the “Health Policies”. These behaviors, when substantiated, are punishable by immediate expulsion upon first offense and a *minimum of 30 days* expulsion prior to readmission.

Clients who use the facility, programs, and services in violation of a specific rule will be obliged to adhere to those consequences. The consequences may also be subject to intervention by law enforcement, and if necessary, prosecution up to the limit of the law.

Exit Procedures

When a client is asked to exit due to disobedience of rules, violence, or criminal activity, security will escort the person off the property and be transported to a self-directed location, out of the surrounding area.

Case Manager Services Policy

Upon entering the shelter, each client will be assigned to a Case Manager. The primary function of the Case Manager is to work side-by-side with the client to create a pathway toward permanent housing opportunities, with the ultimate goal of ending their homelessness. The time frame is 90 days; however, the shelter guest will be on a strict housing plan schedule, meeting with their Case Manager on a weekly basis. Additionally, the Case Manager is to provide resources and support to the client during their stay, including encouragement to access any and all services provided at the Esperanza Villa Program.

The Case Manager will ensure that all clients have a complete assessment and are entered into the Coordinated Entry system, as the first line of housing engagement. However, this will not be their only housing plan option. The case manager will continue to seek other housing opportunities, which could also include diversion services.

Case Managers will assist Esperanza Villa Program clients with obtaining the necessary documentation such as: California Identification, Social Security card or Birth Certificate to

move forward in their housing connection process, once matched to permanent housing opportunities.

Together the Case Manager and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Case Manager will document the client's progress towards actions outlined in the Housing Plan. Additionally, Case Managers will work with clients to provide referrals to services in the Esperanza Villa Program or any community referrals as necessary.

Documentation of Case Management Services and Data Security Policies

City Net case management staff will complete the intake process with the new shelter guest upon client entry. Case Managers will keep case notes updated with recording interactions with clients. The database will track the resources and referrals given, support rendered, and any infractions the client may accrue. Outcomes are recorded at exit and throughout participation in the program. When the client is exited from the Esperanza Villa program, the Shelter case manager staff will update the client file.

Paper files will be stored in a secure, locked location in the City Net Case Managers' office, which can only be accessible by necessary shelter staff.

The Shelter Operator will use HMIS as its primary database and ensure that every client completes and signs a City of Baldwin Park HMIS Client Consent Form upon entry into the program. Intake Specialists will ensure collection of all HUD Data standards as required by the HMIS system.

The Shelter Operator will have a policy restricting computer access records and client information to authorized staff. All database and HMIS access will require passwords by authorized users.

Disclosure of client information to other social service agencies may be permitted only with the client's written consent. Disclosure of records relating to clients may be released without client consent in certain circumstances, as required by law.

Daytime Program Policies

Clients that are participating in the Esperanza Villa Program may, but are not required to, leave the facility during the day. The Shelter Operator will make every good-faith effort to encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime.

Clients are encouraged to stay at the facility and utilize the services and resources available. Clients will have access to daytime services and will be able to meet with their assigned Case Manager on a weekly basis. They will also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to use the facility's recreational areas, lounge, computer lab, and designated outdoor spaces.

Esperanza Villa Program Policies

Esperanza Villa Program Clients

Access to the Esperanza Villa Program will be limited to homeless clients of the Program. Clients will be responsible for their own transportation to and from the shelter when they leave the property.

Esperanza Villa Program clients are expected to follow all shelter rules and maintain appropriate behavior with consideration for all other clients of the shelter. Rules of the Shelter Village will prominently be displayed in lobby waiting areas. Those in violation of these rules will be exited from the site, suspended, or terminated from receiving services depending on the severity of the offense.

Lead Agency Protocols

The role of the Shelter Operator is not to provide all the supportive services offered at the Esperanza Villa Program but to recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to shelter clients and other homeless populations.

The Shelter Operator will include in its staffing plan a Esperanza Villa Program volunteer coordinator position. The duties of the Esperanza Villa Program Volunteer Coordinator will be to recruit and encourage participation by outside service providers, maintain service provider room reservation schedule and ensure the day-to-day operational functions of the Esperanza Villa Program .

The Shelter Operator should ensure that the Esperanza Villa Program has flexible hours to allow clients to come before or after work, or alternatively, on the weekends.

Requirements for Service Provider Partners

All service providers who desire to offer direct services at the Esperanza Villa Program will complete an interest application.

Responsibilities of the Service Provider Partners will include, but are not limited to:

- Set and maintain their own appointment schedule with clients;
- Provide clients with access to transportation to fulfill their scheduled appointments, if needed;
- Ensure that all clients are aware of Esperanza Villa Program rules and enact appropriate; enforcement of client shelter rules for their clients if and when necessary;
- Agree to share service output and outcome information;
- Communicate room reservation conflicts with Esperanza Villa Program Concierge in advance;
- Respect, maintain and keep clean all areas of the Esperanza Villa Program;
- Respect and cooperate with Shelter Operator staff, other service providers and clients;
- Participate in quarterly Service Partner Advisory Board meetings and provide

input to the improvement of the Esperanza Villa Program.

Good Neighbor Policy - Community Coordination and Communication

Communication and Coordination with Neighborhood, Businesses and Public

The Shelter Operator is committed to communication with neighbors on an ongoing basis. As part of this commitment, prior to commencement of any services at the Esperanza Villa Program, the Shelter Operator will facilitate a number of Community Forums, as needed. These Community Forums will provide opportunities to answer any questions that members of the surrounding community might have on the operations of the Esperanza Villa Program. The Shelter Operator will provide information to the public including operational design plans, estimated date to begin and complete construction efforts on the project, and when services will begin.

A public inquiry phone number and contact information will also be posted. Community stakeholders may call this number for information about the site or to have any questions answered. The phone number will be retained as a resource for community members while the shelter is up and operational. All community complaints and/or inquiries about the Esperanza Villa Program will be recorded and forwarded to the appropriate staff for prompt investigation. The Shelter Operator will be fully committed to an appropriate customer service response and will consider the resolution of community complaints a high priority.

The Shelter Operator will also create and maintain a program website that will include important information for community stakeholders and clients alike. The website will include a "Frequently Asked Questions" section which will help to provide instant answers to community concerns. Additionally, the website will include a digital copy of the Shelter Operator's full "Good Neighbor Policy" and "Management and Operational Plan" to be made accessible to the public.

Visits by members of the community and tours of the facility will only be available by scheduling an appointment with City Net Staff. All requests must be submitted no less than 24 hours in advance and must be approved by the City Net Operations Manager or designee. Approved shelter tours will only be given during normal business days (M-F), during the hours of 8:30 am - 4:30 pm).

The Shelter Operator will have program brochures available on-site and will also disseminate these resources to groups throughout the community. Information on the brochures will highlight the various services at the facility as well as criteria for admission and eligibility. Volunteer, in-kind and donation opportunities will also be listed for those who wish to support the program.

The Shelter Operator will create a set of media guidelines and appoint a Public Relations team to handle all media requests. The Public Relations team will be charged with ensuring that the public is regularly updated on the progress and successes of the shelter program through various local media outlets. All media inquiries must be approved the City Net Manager or designee.

Communication and Coordination with Local Police and Fire Departments

The Shelter Operator is committed to communicating and working collaboratively with local police and fire departments through all stages of program implementation - from facility design to program execution. The intention of the Shelter Operator should be to act as self-sufficient as possible and minimize the shelter's impact on the local police and fire departments. This includes ensuring that staff and security are trained to properly manage and respond to an array of difficult situations that may occur at shelter.

The Shelter Operator will provide an array of services and support that will be beneficial to local police and fire departments. These services include, but will not be limited, to:

- Access to medical facilities to respond to medical needs of the clients;
- Creation of an on-site police substation, if desired;
- Staff Neighbor Patrol will monitor surrounding area to control issues of loitering, abandoned property, and other blight;
- Training opportunities on mental illness, homeless sensitivity or other topics of interest to supplement existing department trainings;
- Statistical reports on number of clients served, length of stay and/or demographic information.

Additionally, the City Net Staff/Operator will meet with local law enforcement from the host city and surrounding police departments. Initially, it is suggested to meet once per month when the shelter opens. County Public Safety personnel will have the ability to bring forward operator non-performance directly to the County.

Communication and Coordination with City, County, and Service Providers

Operation of the Esperanza Villa Program will be for the public good and to move the homeless Continuum of Care system forward. As such, successful implementation of the Shelter will require the partnership of various stakeholders including the City, County and other Service Providers.

The City Net Case Managers/Shelter Operator will be committed to working cooperatively with numerous other Service Providers, community, and government organizations to serve the needs of the homeless population in Sacramento County.

In order to effectively manage and operate a robust shelter that provides an array of services for the shelter clients, Case Managers must demonstrate a strong history of collaboration and willingness to engage other Service Providers.

Additionally, the City Staff/Shelter Operator will be responsive to and provide support to the County Board of Supervisors as needed, in relation to the outcomes and operation of the program.

Policies for Community Involvement

The Shelter Operator will be committed to active participation in County and City wide community events. To the extent reasonable and feasible, representatives of the Shelter

Operator will attend meetings of the local Neighborhood Association(s) and local Chamber of Commerce(s) when invited and communicate with neighborhood and business participants.

Additionally, the Shelter Operator may sponsor special events, such as community resource fairs which will include the community and the neighborhood on various occasions.

Policies for Neighborhood Patrol

A Shelter Operator staff-led Neighborhood Patrol will assemble daily to monitor the grounds around the shelter perimeter. The role of this patrol group is to collect litter, promote cleanliness, engage with and enhance the safety and cleanliness of the immediate vicinity.

Additionally, they will prevent and control issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log will be kept of the daily patrols. The following actions will be completed by the Neighborhood Patrol:

All litter and trash items will be removed from the area and properly disposed of;

- Clients found loitering will be issued a warning and be asked to move along. Violations of this rule may cause a client to be exited from the facility;
- Unauthorized parking of client vehicles in the neighborhood are subject to towing;
- Shelter Operator will contact a city-designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property;
- Shelter Operator will follow city codes for removing personal property found in the surrounding area;

Shelter Advisory Boards

Advisory Board Composition

The Shelter Operator will establish a Shelter Advisory Board comprised of varying stakeholders with the intent to:

- Regularly review the operations of the Esperanza Villa Program
- Enhance community relations between the shelter and the public
- Address concerns of local community members, businesses, City of Baldwin Park, and partner services providers pertaining to the operation of the Esperanza Villa Program
- Address grievances as they occur in the Esperanza Villa Program

Shelter Advisory Board will include: TBD

- City Representatives
- City Net Shelter Manager
- City Net Director or Shelter Programs
- Police Department Representative
- Two Representatives from the Adjacent Business Community
- Two Representatives from the Adjacent Residential Community'

Meeting Schedule

During the first 90-days of shelter operations, meetings will take place monthly. As operations are established, meetings may be adjusted to bi-monthly/quarterly, or as needed.

Accountability and Grievance Process and Policies

All City Net (AKA “Organization”) clients have the right to have their concerns and grievances heard by Organizational leadership. If you are a City Net client and have a concern or grievance regarding any interaction with City Net, our staff, or our other representatives, please take the steps listed below until your concern is resolved or the second appeal has been completed.

IMPORTANT: If at any time you feel unsafe or uncomfortable following a step in this procedure, skip it and move on to the next step. Additionally, you can contact anyone in the Organization who you feel comfortable speaking to, even if that person is not listed in this procedure. And finally, if you believe that anyone at City Net has engaged in illegal behavior, please contact the police to report your concerns. Illegal behavior includes but isn’t limited to abuse, assault, blackmail, bribery, coercion, and harassment.

Procedure

As much as possible, provide us the details of what happened, including who was involved and the date(s) and time(s).

If you have a Case Manager and your concern is not with your Case Manager, tell your Case Manager. If you have a Case Manager but your concern is with your Case Manager, call or email City Net’s Program Director: grievances.pd@citynet.org or (714) 712-0107. Be sure to provide your name and the best way to contact you.

Discuss the concern with the appropriate staff person. Our experience is that most concerns are resolved through this discussion because we can generally address the problem easily. If we can’t, however, we may need to investigate. Give us time to investigate it. We typically investigate concerns that are brought to us if they can’t be immediately resolved. The amount of time that an investigation takes can vary from one day to several weeks, but we will update you no later than 5 business days after you inform us of the complaint. Consider our decision. When we’ve finished our investigation, we’ll decide how to respond to what we learned, and we’ll notify you of our decision. To protect people’s confidentiality, we probably won’t provide you all the details, but we’ll share with you the details relevant to your case and/or standing with our organization. Think about whether our decision is acceptable to you. If it is, please let us know. If it’s not, continue following this procedure.

First Appeal

Appeal the decision to City Net’s Executive Director. If you think our decision was unacceptable or did not resolve your concern, tell our Executive Director. S/he prefers to be told about participants’ concerns in writing to make sure s/he has good documentation of the situation, but if you cannot or would prefer not to contact her/him in writing you may call. Our Executive Director’s contact information: grievances.ed@citynet.org or (714) 712-0107. Be sure to provide your name and the best way to contact you.

Give the Executive Director time to investigate the grievance. Our Executive Director will need to conduct an investigation, which could take as little as a day or as long as several weeks. Someone on the Leadership

Team will update you no later than 5 business days from the time your appeal was received.

Consider the Executive Director's decision regarding your appeal. When the Executive Director has finished the investigation, s/he will notify you of her/his decision. To protect people's confidentiality, s/he probably won't provide you all the details, but s/he'll share with you the details relevant to your case and/or standing with our organization. Think about whether the decision regarding your appeal is acceptable to you. If it is, please respond to the Executive Director to let her/him know. If it's not, continue following this procedure.

Second Appeal

Appeal the decision to City Net's Board of Directors. If you think the Executive Director's decision regarding your appeal was unacceptable or did not resolve your concern, write a letter to our Board of Directors. Be sure to include your name and the best way to contact you. If you cannot or would prefer not to write the letter yourself, you may call our administrative offices to have a member of our administrative team write the letter for you (based on what you say over the phone). Contact information: Administrative offices: (714) 712-0107 Board of Directors' mailing address: 4508 Atlantic Ave, #292, Long Beach CA 90807

Give the Board of Directors time to investigate the grievance. Our Board of Directors will need to conduct an investigation, which could take as little as a day or as long as several weeks. Someone on the Board of Directors will update you no later than 5 business days from the time your appeal was received.

Consider the Board of Director's decision regarding your appeal. When the Board of Directors has finished the investigation, they will notify you of their decision. Their decision is final. To protect people's confidentiality, they probably won't provide you all the details, but they'll share with you the details relevant to your case and/or standing with our organization.

Notifying Third Parties of Your Concerns

Note that—always and at any time—you have the right to discuss your concerns regarding City Net with the California Office of the Attorney General (<https://oag.ca.gov/charities/complaints>).

Confidentiality and Retaliation

We will try to keep your identity and the details of your concern confidential as much as possible while conducting investigations and acting on your concerns. However, our goal is to learn exactly what happened, and sometimes we will say who made a complaint and/or the details of the complaint in order to conduct a thorough investigation. No matter what we find or decide, you have the right not to be retaliated against for bringing your concerns to us. That means that no staff member can punish you for bringing your concern to us. For example, they can't refuse to serve you, reduce your services, or behave unprofessionally toward you as punishment for telling us about your concern. If you believe you are being retaliated against or punished for bringing a concern to us, please contact our Executive Director as soon as possible:

grievances.ed@citynet.org or (714) 712-0107. Be sure to provide your name and the best way to contact you.

Safety Policies

Facility Maintenance

The Shelter Operator will keep a schedule for regular facility maintenance and cleaning. The Shelter Operator will contract with a janitorial service to provide daily cleaning services for all areas utilized by clients and weekly for office space at the shelter.

Shelter staff will rotate regular maintenance duties and inspections for minor repairs and replacements. Maintenance and cleaning forms are used to track completion of each task and reviewed monthly. The Shelter Operator will be responsible for staff training and performance in these duties.

The outside grounds will be incorporated into the maintenance schedule and rotation including cleaning of parking lot, watering of plants, maintenance and cleaning of sidewalks and patio areas, and checking of outside lights and furnishings. Graffiti will be reported to the Program Manager for removal within 24 hours.

Need for repairs will be reported promptly by staff to the Operations Manager. Minor repairs may be completed by staff, as trained. Major repairs are reported to the Operations Manager. Difficult repairs will be sent out to an approved list of vendors for bids, approval, and completion.

The Shelter Operator will be committed to maintaining a pest free environment throughout the premises. As such, no food will be allowed in the living areas of the facility. Trash bags will be emptied daily in all areas. Inspection of client spaces and lockers will be conducted for any items that would attract pests. All staff will receive appropriate training for the identification of common pests as well as prevention and control measures. A Pest Control company will be contracted by City Net and will come regularly to spray for bugs, check for infestation of pests, and perform other pest prevention or extermination treatments that will be seen on their visits or reported by staff.

Fire and Earthquake Safety

Evacuation Plan for Ambulatory and Non-Ambulatory Residents

Shelter staff will be trained in protecting the safety of everyone in the facility. Staff will respond quickly and safely when an emergency, incident, or natural disaster occurs. Evacuation routes and exits will be posted in each major area of the facility. An evacuation point outside will be designated.

In case of the need for evacuation, the present site lead during the emergency will notify all staff and clients to evacuate, call 911, and direct evacuation plan. Staff will be assigned to oversee the evacuation of clients in each work area. Staff will check client areas, assign assistance to non-ambulatory and disabled persons, and lead clients to safety through the nearest safe evacuation exit. Staff will assemble clients outside at designated evacuation points, read bed lists for attendance and search for any missing clients, as safety conditions allow.

In case of fire these additional protocols will be completed:

- The Operations Manager or lead staff member will pull the nearest fire alarm if it is not already sounding.
- While evacuating clients, staff will attempt to close all door(s), if safe to do so.
- Before exiting a room, the Operations Manager or lead staff member will touch the back of hand to the door to determine if the door is cool, then open it a crack, smell for smoke, and if deemed safe, open the door and leave the building to the evacuation meeting point.
- If the door is hot, it is not opened, and staff will lead clients to leave via the nearest safe exit.

- Staff will locate and use appropriate fire extinguishers, if safe to do so.
- When the Fire Department arrives, a staff person will speak to the officer in charge and give the officer a set of staff keys.
- Staff will contact the Operation Manager or his/her delegate as soon as possible, if not on site.
- Staff will report incident and procedure in Incident Report and staff shift notes as directed in shelter policy.

If the weather is inclement and if the evacuation will not be short, staff will:

- Contact the Operations Manager to identify evacuation locations and disaster teams if assistance is needed for client shelter, meals or services.
- Contact the Chief Program Officer.
- Contact City assigned staff.

For a false alarm or other short-term evacuation, staff will direct occupants back into the community once the Fire Department has authorized an “all-clear.”

Fire Prevention Procedures

The Esperanza Villa Program will be approved by the Fire Department for all fire codes, sprinklers, alarms, and exits prior to service implementation. Emergency lighting will be installed both inside the facility and outside on the grounds for safety and in compliance with all codes.

No smoking will be allowed inside or outside the building, within 20 feet of doors. A smoking section will be designated, and a sign posted in the enclosed patio area.

Fire Drills and Documentation

Fire drills will be conducted at least quarterly. Documentation of fire drills will be kept for three years in Shelter Management Files.

Fire Inspections and Extinguishers

The most recent annual fire inspection will be posted in a designated area of the Esperanza Villa Community and will be included in the shelter management files. Fire extinguishers will be hung in each area of the building as shown in facility plans and in the evacuation plan. Fire extinguishers will be inspected and maintained per City and County requirements. A certificate of the most recent OC fire inspection will be posted in a visible designated area.

Earthquake Safety

Earthquake drills will be conducted quarterly by staff. The evacuation route and procedures may be the same as other hazards. A client tally and search will be conducted once evacuation is conducted.

In case of an actual earthquake that causes damage to facility or grounds, staff from the City's Public Services and Fire Departments will be called to inspect the facility as soon as safety permits. Clients will be evacuated from building and transported to other shelters as needed.

Security Plan

The Shelter Operator will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.

Eligibility Screening

No person validated on the sex offender registry (Megan's Law) or a registered arsonist will be allowed to access the shelter property. Additionally, no felons with open warrants will be allowed to access the shelter property.

Secured Entrances

All clients will be required to enter the shelter in a coordinated, peaceful fashion.

All clients will present identification upon entry. Clients without valid California identification cards will be given supportive services to secure a valid identification card. Clients will also receive a shelter-specific ID to use for admission into the shelter throughout the duration of their stay.

All clients and their belongings will be checked by security personnel, utilizing security wands each time they enter and exit from the shelter and all contraband will be seized. Contraband items include, but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

Clients will sign in upon entrance and sign out upon exit from the building.

On-site Safety Personnel

The Shelter Operator will ensure the safety and security to the area and the safety of clients along with the surrounding neighborhood. Shelter Operator will appropriately train staff to monitor and secure the site, and safety of the clients enrolled in the program. Screening of the clients' belongings will be adhered to make sure the entire community is safe.

Daily Recommended Operational Staff

Time	Staff
12:00 AM	2
1:00 AM	2
2:00 AM	2
3:00 AM	2
4:00 AM	2
5:00 AM	2
6:00 AM	2
7:00 AM	2

8:00 AM	2
9:00 AM	2
10:00 AM	2
11:00 AM	2
12:00 PM	2
1:00 PM	2
2:00 PM	2
3:00 PM	2
4:00 PM	2
5:00 PM	2
6:00 PM	2
7:00 PM	2
8:00 PM	2
9:00 PM	2
10:00 PM	2
11:00 PM	2

Security Alarms and Cameras

The building will be equipped with security cameras inside and outside, safety alarms, and a portable communication device worn by staff. Staff will also have access to panic buttons which will silently summon police to the facility during emergency situations.

A City Net staff member will monitor security through an administrative office located on site.

Security Lighting

Security lighting will be used both inside and outside the facility to highlight entrances and parking lots. A staff person will escort any person to parking lot or security gate after sunset.

Loitering Policy

Clients will not be allowed to loiter in the surrounding neighborhood. Violations of this rule may cause a client to be exited from the facility. The Shelter Operator's Good Neighbor Policy will include regular checks of surrounding areas to prevent and control loitering issues.

De-escalating Conflicts

All employees will receive training in communication techniques that de-escalate confrontations.

Entrance and Exit Procedures

All staff and clients will enter and exit through one main entrance and security checkpoint. Both entrances will be equipped with security cameras for inside and outside the facility, safety alarms, and a portable communication device worn by staff for control of entrance and activity inside the building. All areas of the building will be locked when not in use. The community will be zoned so that clients will only have access to the areas which they need. During sleeping hours, clients will have restricted access to other areas of the community.

All clients will present identification upon entry, and their person and belongings will be searched by City Net staff. They will sign in upon entrance and sign out upon exit from the building.

Policy Regarding Storage of Clients' Possessions

All items may be stored that fit inside of the two storage containers provided for the length of the client's stay at the shelter. The right to store items may be revoked based on violation of rules and/or at the management's discretion. Once a client has exited the shelter program, any personal effects may be stored for up to 7 days; after which, the property will be donated or disposed of. Clients who have exited from the shelter program must contact staff to set an appointment to collect their personal belongings.

In the event the client cannot come to retrieve their own property, they may name a proxy of their choosing to pick up their effects by filling out an Authorization for Release of Personal Property form. The client will be responsible for asking their designated contact person to retrieve property, if needed.

No contraband items may be stored at the shelter. Contraband items include but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

Policy Pertaining to Authorized/Unauthorized Search of Clients' Property by Staff

The Shelter staff will have the right to inspect all storage areas to ensure compliance with contraband policies. Staff have the right to designate a period of time when a client will be ineligible for re-entry to the facility, if contraband is found. Length of ineligible time will be documented according to the "Exit and Readmission Policies".

When inspecting a client's possessions without them present, two staff persons will be responsible for the search. An Authorization Form will be signed by the client at the time of entrance into the facility. When items are found in the client's possession that are not suitable, clients can choose to have staff dispose of the item or client may store property off site, at their own cost.

Policy on Possession of Weapons On-Site

No weapons or objects which can be used as weapons will be brought into the shelter. All of a client's belongings brought on-site will be searched upon entry and inspected for weapons and items that

could be used as such. Anyone found with a weapon or dangerous materials that can be used as a weapon will be asked to immediately leave the premises and neighborhood of the facility. Sharp objects such as tools or scissors will be stored in locked storage areas and not taken into shelter living areas.

All kitchen knives and sharp objects, hazardous materials, and cleaning equipment that could be used as a weapon will be kept in locked areas with only staff accessibility.

Procedure for Contacting Police

The intention of the Shelter Operator should be to act as self-sufficient as possible and minimize the shelter's impact on the local police department. This includes ensuring that staff and security will be trained to properly manage and respond to an array of difficult situations that may occur at the shelter.

In establishing a procedure for contacting police, the Shelter Operator will work cooperatively with the local police department to establish shelter policies and procedures on how and when to contact police for conflict resolution, trespassing, theft, unruly behaviors, loitering around property, mental health evaluation, and emergencies.

Upon consensus, a 911 protocol will be established and followed. All staff members will be trained in these procedures. 911 may be called for any medical emergencies, violent behaviors that endanger others, and suicidal ideation.

Health Policies

Housekeeping Policy

The City Net will commit to and understand the importance of maintaining hygienic, sanitary environments for the well-being of clients, volunteers and staff. The Shelter Operator will maintain written, standardized housekeeping procedures. Each procedure will be designed for safety of staff and clients and for a consistent, high standard of housekeeping. Staff will be provided with training in these procedures, will be monitored in performance of the procedures, and evaluated in their effective use of them. Training may include education on any hazardous materials with which staff may come into contact when carrying out their assigned work tasks. The complete list of procedures will be included in a Shelter Policy and Procedures Manual and made available to all employees.

Outside janitorial staff will be contracted to assist in the maintenance and cleaning of the facility. Thorough daily cleaning of all client areas including living quarters, kitchen and dining and common areas will be done using institution strength antibacterial products. Bathrooms, showers, laundry and eating areas will be given priority attention. The kitchen and dining areas will be cleaned according to strict health standards after each meal. Office space will be cleaned weekly by the contracted janitorial staff and as needed by Shelter staff and partner organizations using the space.

To prevent cross-contamination, clients will be required to store personal toiletries in plastic sealable bags on their beds when not in use. The Shelter Operator will assign a set of linens at intake for their

use while in the shelter. The client will be responsible for making and maintaining their bed each morning and washing all their bed linens as recommended by the shelter operator.

Staff will wear appropriate protective garments (i.e. gloves) while completing tasks;

- Staff will use recommended disinfecting cleaning products for each area of facility;
- Staff will practice required hand-washing procedures;
- Kitchen staff will be trained in and practice required food-handling procedures obtaining their California Food Handlers Card

The outside grounds will be included in the housekeeping standards and schedule. The facilities outside spaces, parking lot, and green areas will be cleaned daily from debris and litter. Chairs and tables will be washed according to inside standards. Minor repairs of the facility and grounds will be completed by the Shelter staff such as door lock codes, window covers, etc. Any major repairs or work requiring specialized training will be completed by approved vendors, plumbing or electrical issues.

The Service Partner agencies must adhere to housekeeping procedures. Service Provider Partners will be expected to respect and keep their areas clean after usage.

Pet and Service Animal Policies

The clients will be permitted to bring pets and service animals into the shelter. Clients will be encouraged to have their pet registered and receive current vaccinations in order to access the Esperanza Villa Program. They will also need to agree to have their animal altered in keeping with the shelter's policy on prohibition on breeding. Not having their pet registered or vaccinated will not be a disqualifier but is something that will be worked on with their case manager. Emotional Support/Service animals will be permitted to stay in the shelter and living areas, all other animals must stay in the provided kennels on the grounds. In order to qualify as a service animal, a client must produce an official letter from a licensed physician stating that the animal is needed to help the disabled individual perform some of the functions and tasks that an individual with a disability cannot perform for him or herself.

The health and well-being of all pets and service animals brought into the Esperanza Villa Program will be the responsibility of their owner. Clients must feed and clean up after their pets and service animals, Shelter staff will not be able to provide food. Clients who are unable to care for or feed for their pets or cannot control them while at the shelter will be asked to remove the pets from the facility.

The Shelter Operator will work with the county to define rules and policies around pets, service animals and animal management at the shelter. City Net will contract with a local veterinarian clinic to help provide animal management services to pets residing at the Esperanza Villa Program. Such services include but are not limited to: examination of pet health upon entering shelter and throughout, flea treatment, spaying/neutering services, vaccinations, treatments for injuries/health issues and pet owner education. All animals must remain either inside the facility or within the gated area of the shelter in the designated outdoor animal area.

Possession and Use of Controlled Substances

The Shelter Operator will have a strict policy prohibiting the possession or use of alcohol or controlled substances at the Esperanza Villa Program and on the Shelter premises by employees, residents, clients, and the general public.

It will be the intent of the Shelter Operator to promote a safe, healthy and productive environment for everyone. Staff recognize that the illegal and/or excessive use of drugs and alcohol, or the inappropriate use of prescribed drugs is not conducive to a safe living environment. It will be the objective of the Shelter Operator to have an environment that is free from the influence of controlled substances and alcohol at all times on the premises. The unlawful purchase, possession, transfer, manufacturing, distribution, dispensation or use of any illegal drug is inconsistent with the objective of operating in a safe and efficient manner, is contrary to the shelters mission, and will be strictly prohibited.

Policy for Drug Possession

Staff will have the right to refuse entrance to any client who is noticeably under the influence, exhibiting behavior that is inappropriate due to influence, or otherwise cannot follow the rules and expected behaviors of a client while participating in Shelter activities. If alcohol, illegal substances, or paraphernalia are found in a client's possession after they have completed entry paperwork and necessary security screenings, that client may be asked to exit the facility at the discretion of staff. They may be given a timeframe of their next eligible readmission date. The illegal drug or alcohol will be disposed of and documented by two staff following written protocol in a Policy and Procedures Manual.

Security, Use and Access of Prescription Medications

If a client has medications that must be administered throughout the evening/night or will be damaged by extreme heat or cold, they may retrieve them from a designated staff person. If a medication needs to be refrigerated, the medication will be packaged and labeled with the person's name, pallet house number, and name of medication and placed inside a designated locked refrigerator.

A client who qualifies and requests their medications to be stored in a locked area must sign an Agreement Form and will have access to the medications as soon as possible by their request to the staff on duty. The client will be responsible for requesting and taking their own medications within limits of how they are prescribed. Only the person whose name is on the medications will be able to retrieve them.

Client Use of Over-The-Counter Medications

Use and storage of over-the-counter medications follow the same policy and procedures of prescription medications.

Client Access to Emergency and Medical Care

Clients may have access to medical care at any time. Clients should communicate to staff members on duty their need for medical care, if possible.

If a client requires first aid items, they may access them from a shelter staff member at the service desk. The staff member may assist the client in first aid care with client's permission, as he/she will be trained, and using universal precautions.

In case of a seizure, staff will be trained in appropriate safety precautions or will call 911 if seizure persists or causes bodily harm. If a client needs emergency or serious medical care, the staff on duty will call 911 and follow 911 procedures. In case of an injury, staff will not move the client. They will contact other staff, call 911, and if appropriate, check breathing and pulse and begin CPR if needed. One staff member or trained volunteer will attempt to keep the client comfortable and keep other clients away from immediate scene, while another staff member will wait for medical personnel, give medical personnel information about the client, and direct them to client.

The Operations Manager will be called as soon as possible. After client emergency or incident has been controlled, the lead staff member will complete an Incident Report form which will be sent to the Program Manager and higher-level staff as needed.

First Aid Equipment, Supplies and Procedures

The Shelter Provider and/or approved medical partner will have first aid supplies available at all times. The first aid kit will be inspected monthly, updated as items expire, and re-stocked after each use. Staff members will be trained annually in universal precautions, first aid care, seizure, and Mental Health crisis. Any incident occurring at the shelter requiring first aid will be documented in the daily report and an Incident Report will be prepared and sent to the Operations Manager and other higher-level staff as necessary.

Policies & Procedures for Disease Prevention

The Shelter Operator will have protocols for the prevention and treatment of certain diseases and conditions such as COVID, seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases. Universal precautions will be maintained at all times in handling of fluids, client clothing, laundry, and in all cleaning of premises.

When a client test positive COVID, the Shelter Operator will respond immediately following all CDC guidelines:

- Clients will immediately isolate for 5-7 days, test the client again on the 5th day of isolation until a negative COVID test is achieved
- Clients wear a well-fitted mask around others
- Clients will adhere to 6-foot distancing
- Shelter Operator will assist the client with food in their personalized pallet home
- After use of the restrooms, Shelter Operator will sanitize and clean the restroom and shower

When an accident or injury to an employee or client occurs or when there has been damage to Shelter property, staff will follow a set protocol which includes:

- Immediately contacting their supervisor about the situation
- Dealing with any injuries
- Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses (if possible), taking photos (if possible), and noting any unusual circumstances
- Recording all necessary information to complete a formal report
- Not accepting any responsibility on behalf of the Shelter Operator
- Reporting all accidents or injuries within 24 hours to insurance carrier

If a client shows symptoms of a contagious disease or other public health concern that might threaten another person, the client will be sent to a local medical facility or emergency room for diagnosis and treatment. If a client leaves due to disease, the bedding and client's clothes will be washed, bed cleaned, and bedding replaced on the bed. Clothes and belongings will be stored in designated areas and held for the maximum amount of time permitted. The shelter will operate to conform to best health practices and concerns.

Universal precautions will be used for all handling of client possessions. Staff will follow hand washing techniques recommended by the Health Department.

If a client shows symptoms of tuberculosis, the client will be sent for medical diagnosis and asked to receive a TB test. All clients may be offered TB testing through partner medical services as a community health benefit.

Food Policies

Provision of Nutritional Needs of Clients

The Shelter Operator will provide breakfast, lunch and dinner to each client every day. Meals will be prepared at an approved off-site facility. They will ensure that meals will be nutritious and balanced. The Shelter Operator is responsible for providing and calendaring all meals and snacks either through a food volunteer network or through a registered food vendor.

The Shelter Operation will include in its in-kind donation strategies, opportunities for food donations and partnerships with local food banks. The Shelter Operator will also work with community and church partners and existing community meal service programs to offer opportunities to feed the homeless individuals and families at the shelter. The shelter operator may elect to schedule daily food deliveries through a third-party vendor and include such expenses in their operating budget.

Tables will be set up for meals in the central dining area of the Shelter at the scheduled meal times. Food will be served at designated times of operation for registered shelter clients. All such meals must meet Health Departments standards.

The Shelter Operator, Food Coordinator, and Kitchen Staff will meet all County Health Department standards. Inspections will be completed by the Health Department and any changes will be made if indicated. The certificates for Health Department inspection results will be posted in the kitchen area of the facility. All cooking staff will be required to have completed the ServSafe Food Handler Program.

Provisions for the Sanitary Storage and Preparation of Food

The Esperanza Villa Program will have adequate space for storage of dry foods, refrigerated foods, frozen foods, and supplies. Separate refrigerator/freezer space should be available for client medications. The Shelter Operator will provide extra refrigeration and freezer appliances as needed to supplement safe storage of food, if space is available. Current certificates of food handling safety will be posted in the kitchen area and in the employee file for each cook. Cooks and volunteers assisting them will follow the procedures of the County Health Department as taught in the ServSafe Food Handler Program. All volunteers will be supervised by a Shelter employee.

All storage areas will be cleaned on a planned schedule and outdated food will be disposed of. There will be a rotation schedule for storage and use of food in freezer, refrigerator, and dry goods pantry that maximizes use of food so that it does not become outdated.

Transportation Policies

The policies for travel to and from the Esperanza Villa Program will be designed to support client needs and minimize potential impact on the adjacent residential neighborhood and businesses. The following transportation measures will be implemented:

Transportation Flow On and Off the Property

The Esperanza Villa Program Operator will create a plan for safe and effective flow of traffic on and off the property based on the schematics of the shelter grounds and surrounding neighborhood. Considerations should include provisions for personal automotive transportation and bus and shuttle services.

Pedestrian Traffic

The shelter will operate by bed reservation only and no walk-ins will be accepted. Clients who are staying at the shelter will only be allowed access to the shelter via walk up.

Any individual that does walk-up will receive information on how to make a bed reservation, set-up appointments with the Esperanza Villa Program and be provided transportation to a self-directed location out of the surrounding area to return only when the established reservation protocol has been followed.

Bicycle Traffic and Parking

A bicycle rack will be provided in a secured outdoor area. Bike locks will be encouraged but are the responsibility of the client to obtain. Every client is allowed one bicycle on site while enrolled in the Esperanza Villa Program. Clients will not be allowed to store any nonoperational bicycles or bicycle parts on site of the community.

Personal Vehicle Transportation and Parking

The Shelter parking lot will be available to Shelter staff. Volunteers, vendors, and community visitors may also park their vehicles in the shelter lot while at the facility.

Vehicles eligible to park in the shelter lot will be listed on the Vehicle Parking Form by license plate and client name. Vehicles parked in lot overnight must be registered on this log each night. Security staff

will include the parking lot during security rotations.

Shelter Operator also has the right to tow any vehicle found parked in undesignated areas outside the shelter in the surrounding neighborhoods.

Staff Transportation of Clients

Shelter staff will not be permitted to transport clients under any circumstances in their personal vehicles. Only designated staff in shelter owned/operated or contracted vehicles may transport clients.

Delivery of Shelter Goods and Community Donations

Deliveries for shelter goods and community donations will be dropped off in a designated area. The planned location for these designated drop-offs will take into consideration pedestrian, bike and other vehicle traffic routes to minimize safety risks and impact to the shelter site and surrounding area.

It is anticipated that delivery of goods from contracted vendors will occur approximately three times weekly. The delivery of community donations by private donors will occur approximately three times daily during designated donation drop-off times.

All deliveries of goods and/or donations will occur between the hours of 10:00 AM- 4:00 PM. Shelter Manager will ensure that there is adequate space either onsite or offsite to store these donations.

Financial Policies

Financial Requests from Clients

Financial requests from clients must be requested and received through their City Net Case Manager to receive the requested item (bus pass, clothing/food voucher, etc.) to assist the client achieve their housing goals. All bus passes and/or vouchers are kept in a locked safe in a locked office or closet at all times when not in use.

Client Possessions and Funds

No monetary funds of clients will be handled by the shelter staff. Clients are responsible for their belongings, including funds, while at the shelter. It will be encouraged by staff for clients not to have funds on site, and to store wallet, electronic devices, and any cash in appropriate locked storage. The Shelter Operator will have a policy of not being responsible for lost or stolen items that is included in a Policy and Procedures Manual, listed in the signed Rules agreement, and read nightly when rules will be reviewed before intake.

Clients will not be permitted to give cash to shelter operator staff at any time, for any reason.

Annual Outside Audit

An independent financial audit of the Shelter Operator may be completed on an annual basis. The most current audit will be kept on file at the Shelter Operator's administration office(s) and may be viewed as necessary.

The Esperanza Villa Program may also be subject to an annual program audit or monitoring. It will be the responsibility of the shelter operator to correct any deficiencies reported by the audit within the time limits available to them.

Financial Reports Review

Financial reports will be produced each month by the accounting department of the Shelter Operator. The Administration Office of the Shelter Operator will review financial statements and budgets with each Program Manager on a regular basis. Adjustment will be made in spending as necessary.

Legal Policies

Policy for Compliance with Local Laws

The Shelter Operator and City of Baldwin Park will follow all County Health Department and City Fire Code requirements, and has staff trained for food handling, CPR, fire drills and other disaster evacuation procedures. The Shelter Operator and staff will work cooperatively with local law enforcement to communicate any breaking of laws by clientele while on its premises. Additionally, Shelter staff and management will cooperate with law enforcement agencies on investigations for persons wanted for crimes as much as is possible while maintaining policies on client confidentiality.

Policy for Compliance with Labor Laws

The Shelter Operator will comply with all required labor laws. OSHA training and reviews will be done during staff meetings on a quarterly basis. OSHA flyers will be posted in administrative offices.

The Shelter Operator's wages will be at or above minimum wage. Employee breaks, meals, and overtime will be monitored legally and compensated as needed. The Shelter Operator will be contracted with a company to examine any work injuries. The proper incident reports, Workmen's Compensation forms, and requirements will be completed.

Non-Discrimination Policies

The Shelter Operator and City of Baldwin Park will adhere to a policy of non-discrimination which will be stated in the Shelter Operator's Policies and Procedures Manual.

The Shelter Operator and City of Baldwin Park will not discriminate in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national, or ethnic origin, HIV status, disability, or veteran status.

Policy for Compliance with Americans with Disabilities Act

The Shelter Operator and City of Baldwin Park will comply with appropriate standards of The Americans with Disabilities Act (ADA). Staff will be trained about and will be cognizant of any physical disability upon entrance of the client and will assist as needed to conquer any barriers from the structure of the building. Staff will receive training to work appropriately with persons with disabilities. All persons will be treated with dignity, value, and worth.

Gender-Specific Programming Policy

Persons accessing Esperanza Villa Program services will be identified by the gender identification for which they choose. Staff will provide beds to persons of gender identity, expression, and sexual orientation with due regard to privacy and client rights.

Bathrooms and showers will be constructed with equal privacy for all clients, regardless of sexual orientation, expression, or identity. All programs and services will be available with the dignity of all clients as highest priority.

Sexual Harassment Policy

All clients, volunteers, and employees should be able to coexist at the Esperanza Villa Program in a trauma informed care environment, free from sexual harassment and inappropriate sexual behavior.

The Shelter will have a zero-tolerance policy for sexual harassment and inappropriate behavior of a sexual nature. No sexual harassment will be tolerated by anyone on the facility grounds - including by staff, volunteers, or clients. Clients, staff, and volunteers will be notified if in the Shelter Operator's sole discretion any of their remarks, advances, gestures, or attire constitutes sexual harassment toward any person in the shelter facility.

Anyone who believes he or she has been the subject of any such behavior will be urged to report it to the staff or supervisor immediately. A report will be completed and taken to the appropriate staff or supervisor for resolution. Reported incidents will be investigated on a confidential basis. Provisions will be instituted to guard the safety and emotional health of persons who have been victims of a reported incident. After proper review, a person found to have engaged in sexual harassment or inappropriate behavior of a sexual nature will be subject to disciplinary action including possible immediate exit from program or termination from employment.

Policy Regarding Sex Offenders

The Shelter Operator and City of Baldwin Park will have strict requirements for the safety of vulnerable adults. Staff and volunteers will be trained in sex abuse definitions, sex offender policies, child abuse, and vulnerable adult abuse. All employees must review this training yearly and be certified to have passed its standards.

The Shelter Operator and City of Baldwin Park will follow federal law requirements in reporting sex offenders. All clients will be screened for sex offenses through the National Megan's Law database. Screening will be conducted at the time of reservation; no potential participants with a registered sex offense will be admitted as clients.

Confidentiality Policies

Personal Confidentiality

People seek help from emergency shelters at a difficult time in their lives. Their need for service and the help that can be given is determined through sharing of factual and personal information. For this to be effective, every client must be able to trust that every staff member and volunteer hold confidential the shared information.

Therefore, City Net staff will keep strict confidentiality practices as written in Confidentiality Policy. These practices include:

- a. Fact of Participation: The fact that an individual is or has been a participant in the Esperanza

Villa Program should not be disclosed except as may be specifically defined. Inquiries by visit, telephone or letter regarding a participant in the program should be answered with the statement that information as to whether a particular person is or has been in residence cannot be divulged; that if in fact the individual is in residence, they will be advised of the inquiry, and that, at their discretion, they will or will not communicate with the inquirer.

- b. Disclosure to Other Agencies: Disclosure of client information to other social service agencies, whether on a referral to or from the agency, generally may be permitted only with the person's written consent. Information is to be withheld where enjoined by law and whereby contract the Shelter Operator has agreed to maintain the confidentiality of client records (as under the Privacy Act). Disclosure of information relating to program participants should not be made to employers, credit agencies, unions, or other similar organizations, except at the request, and with the consent of the participant.
- c. Information to the Client: In some situations, it may be required by law to disclose to the participant information contained in his/her own case record. Information disclosed should be limited to that which is included in the formal case record. The formal case record should contain factual information, not counselor notes and observations. Information provided by other agencies should not be shared.
- d. Law Enforcement Agencies: All requests for information regarding clients originating from law enforcement agents, should be referred to the Shelter Operator's acting Legal Department. Before any action is taken, on any legal request, a staff member or program manager should contact their Legal Department as there are boundaries in place to determine the sharing of information with law enforcement personnel according to its policies on client confidentiality (as stated in the Shelter Operator's Policy Manual) and applicable law.

When an arrest warrant or a search warrant has been issued by a court after a showing of probable cause, if such a warrant is presented to the facility relating to a client in the residence, staff will cooperate with the law enforcement agency in making the arrest or the search, preferably in a manner which will involve the least disruption of the program at the facility.

- e. Written Consent: If there is any doubt as to whether client information should be disclosed, the consent of the client should be first obtained, except as otherwise required by law. The consent will be in writing on a Release of Information form and should identify the information to be disclosed, the person or agency to whom it will be disclosed, and the purpose of the disclosure, and the period of time during which authorization is granted.
- f. Abuse Reporting: Shelter staff will comply with all state and municipal laws requiring reporting to governmental agencies of instances of child abuse, domestic violence, and elder abuse. Staff will report any suspicion or evidence of child abuse or vulnerable adult abuse according to the law's requirements. All staff persons at the shelter will be mandatory reporters. An incident report will also be completed and submitted to the Program Manager and any higher-level staff as needed. All staff will be trained at time of hire to spot signs of abuse and to properly document and report it. Training will be repeated annually.

- g. Harm to Self or Others: If a client at the shelter program shares with a staff person a viable threat to do harm to self or another, the terms of confidentiality can be revoked, as in the case of suicidal or homicidal admittance.

Database Confidentiality Policies

Only trained Intake staff, Case Managers, and management staff will be authorized to access the HMIS Database. Each staff person will have a separate password for entry. Staff are only to use computers that are authorized and HMIS compliant. No persons without a username and password set up by the Shelter Operator's IT department should have access to staff-only computers.

Exceptions to the Confidentiality Policy

All clients will be informed that when the law requires management to disclose client-related information, such as to prevent danger to self or others, or to report child and elderly/vulnerable adult abuse, staff will do so.

Grievance Policies

The grievance procedure will be applicable for any conflicts or disagreements between clients, and between clients and staff. For example, the grievance process may be employed to address disruptive behavior or appeal incorrect formal action. However, in no way does the grievance procedure suspend the rules or consequences established in the Shelter Rules signed upon entering the program. Clients will have the right to file a grievance without the fear of harmful repercussions from staff or other residents.

Receiving and Posting

The Grievance Procedure should be clearly posted in the Policy and Procedure Manual and available at the shelter facility. A client will be given a copy of the grievance procedure when a conflict has occurred that cannot be resolved satisfactorily between the client and a staff person or another client, or the client has a complaint about an event that occurred at the Shelter involving that client. The Grievance Policy Form will be read by the client and signed.

Meeting with Staff

Once received, staff will decide at the earliest regular staff meeting which grievances warrant a meeting. If needed, a formal grievance meeting will be called, headed by the Program Manager or their assistant. Prior to this meeting, the client defendant will be given a copy of the grievance so he/she may prepare to respond to the grievance.

At the grievance meeting, the plaintiff will begin stating his/her case. The defendant will then respond. All present will be allowed to ask questions of either the plaintiff or defendant. The burden of proof rests with the plaintiff. All decisions will be binding and after the formal grievance procedure has been completed, staff and residents will be expected to regard the matter as settled and in the past.

If a client expresses a concern or makes a complaint concerning their involuntary discharge, he/she may take the following steps:

- The client may request to discuss the matter with the Program Manager, who will make a decision on any corrective action required within the boundaries of his/her authority.

When appropriate the Manager will notify higher-level staff.

- If the client is still unsatisfied with the outcome, he may submit a request for intervention to the Shelter Operator's Executive Director, who will acknowledge receipt within a reasonable time frame. The Executive Director will take any corrective action required within 10 days and inform the client, in writing, of the resolution.
- Clients have the right to ask assistance of another person to speak on their behalf, or to help fill out a grievance form.
- Client grievances will be reported in monthly program reports. The Executive Director, or other Shelter Operator executive staff member entity, review all grievances quarterly and/or annually, providing a level of review that does not involve the client about whom the complaint was made or the person who reached the decision.
- Grievances and resolutions should be documented in client file and incident reports.

Whistleblower Policy

Clients should have several ways in which they may share a grievance – verbally or written, anonymous or through a third party. A suggestion and grievance box will be available in the common area and will be checked weekly by staff.

Confidentiality will be strictly kept between the person making the complaint and the Program Manager which will withhold information internally to the extent prudent where a complaint involves a staff member or volunteer. The Grievance Procedure will be clearly posted in the Policy and Procedure Manual and available at the facility

SECTION III. STAFFING AND MANAGEMENT PLAN

A. Staff Policies

1. *Hiring Policy*

The Shelter Operator must be an equal opportunity employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy will be available in the Employee Handbook and through the Human Resources Department of the Administrative Offices.

All staff positions and newly hired staff will be approved by the Director of Programs and will be thoroughly vetted through a new hire process as outlined below.

2. *Screening Procedure*

Position openings will be posted on various employment networking websites. Potential applicants will be screened through a two-step interview process.

The first interview will be scheduled with City Net Human Resources. If deemed eligible, the applicant will conduct an in-person interview with the Director of Programs.

3. *Acceptance Procedure*

A completed application packet and staff letter of recommendation will be sent to the head of the Human Resources Department who conducts a thorough background check. Every potential applicant will be screened for active warrants, violent felony convictions, sexual offenses which require registration, and legal ability to work. The applicant must successfully complete all screening requirements before they will be able to begin working directly with clients.

Upon hire, the new employee will sign a job agreement form and will be provided a job description informational sheet for their records. They will also attend a general orientation program led by the Head of the Human Resources Department. This orientation will cover important topics, such as but not limited to, sexual harassment policies, and appropriate interactions with co-workers, volunteers, and clients. Training places a heavy emphasis on appropriate conduct between staff and clients and will be expected to adhere to these practices when interacting with clients. Program Manager and Operations manager will complete a lengthier program-specific orientation process.

4. *Staffing Policies for Safe Humane Environment*

The Esperanza Villa Program will be staffed to provide the safest, most dignified environment for all clients. All staff will be easily identifiable and will be required to wear Shelter Operator-Approved shirts, as well as name tags while on site. Staffing will be scheduled to optimize safety of staff, volunteers, and clients and to provide optimal coverage during hours of high volume. Initially, some positions described below maybe be fully or partially filled by existing City Net staff

Operations Manager. The Manager will be a full-time, salaried position with at least 2 years of direct life experience working with long- term homeless, low income, and diverse populations. The Operation Manager will be responsible for coordinating program services for the shelter. Primary responsibilities include supervising support staff. This position will report directly to the City Net Director of Programs. Operations Manager will be responsible for coordinating volunteer services and providing support for the Esperanza Villa Program. The Operations Manager will work directly with volunteers, conduct orientation, training and provide support to volunteers at the shelter. This role will also recruit and encourage participation by outside service providers, maintain the service provider room reservation schedule and ensure the day-to-day operational functions of all shelter and volunteer services.

Regional Program Supervisor will be responsible for overseeing the delivery of case management services. Case management and supportive services will follow Housing First principles and will prioritize clients being linked to housing opportunities through CES and other opportunities. The Program Manager will provide guidance in the delivery of services and will be responsible for approval of client extensions based on the clients level of engagement in their housing plan. The Program Manager will provide support to staff during designated shifts and will assign tasks, oversee administrative duties that support program services. The Regional Program Manager reports directly to the Director of Programs.

Logistics Staff will be responsible for providing supportive services and logistical support to the Shelter during designated shifts. This position will require a flexible work schedule including weekend, morning, evening, and holiday shifts to provide optimal coverage during Shelter hours. This position will report directly to the Operations Manager. This position will assist with shelter setup and maintenance, general cleanliness, and safety of the facility, assisting and receiving orders from vendors, posting and updating signs and service calendars, and more as needed.

Case Manager positions will be supervised by City Net Regional Program Manager. The Case Manager(s) will be responsible for all intakes and will conduct an individual assessment of needs, followed by provision of targeted services focused on returning individuals to permanent housing as quickly as possible. The Case Managers will conduct the VI- SPDAT assessment, determine eligibility, enter assessment into CES for prioritization and linkage to housing provider, helps clients obtain necessary documents, and provides individuals with employment guidance and community resources. When clients are referred to other programs, the Case Manager provides a warm hand-off to the service provider.

Overnight Logistics Coordinator position will provide overnight coverage at the Shelter. They will resolve conflicts and file incident reports as necessary, report violations and general

events in the daily log. They also oversee the cleaning crew and conduct property checks. The Overnight Logistics Coordinator provides general support for clients, ensuring their safety during the night.

Shelter Volunteers will assist with daily ongoing operations of the shelter as needed. Volunteers will be needed 7 days per week to help between the hours of 8:00am and 8:00p. Volunteers will be assisting with set-up, clean-up, preparing and serving meals.

B. Policies for Staff Training

All Esperanza Villa Program staff will be trained when hired in emergency evacuation, first aid procedures, mandated reporting policies, crisis intervention, and CPR procedures. This training will be repeated and updated annually and as needed. Staff may receive additional training on different topics as opportunities arise and are needed.

Each staff member also receives on-going in-service training in crisis management. Staff will also be trained in Strength Based Approaches and positive communication skills. Each staff member will be required to attend annual training to update and improve their knowledge. Documentation of training will be kept in each employee's file by the Program Manager and is provided to the Head of Human Resources for filing, when appropriate.

Security staff will be provided sensitivity training to better equip them to work with homeless clients, and those in crisis.

5. *Emergency Procedures - Evacuation, First Aid, and CPR, 911 Reporting*

Shelter staff will be trained in fire, earthquake, and chemical spill evacuation procedures when hired and annually. Evacuation drills with all staff and clients will be held and recorded quarterly.

Evacuation protocols will be recorded at the Service Desk for reference.

Evacuation maps will be posted throughout the facility. All staff will be trained in first aid and CPR procedures annually. 911 reporting will be taught in orientation and reviewed annually. CPR certificates will be kept in staff files. Universal precautions will be followed.

6. *Safety Conduct - Prevention of Abuse, Crisis Intervention, Conflict Resolution*

City Net will have a required training program in prevention of child abuse, vulnerable adult abuse, child abuse reporting, and sexual harassment titled. Each staff member will complete this training program annually. Certificates of completion will be recorded in Human Resource files.

Esperanza Villa Program staff will complete a course in conflict resolution and crisis intervention upon hire and annually. Documentation of completion will be recorded in staff file.

7. *Appropriate Behavior for Dignity and Respect*

Operations, program, administrative and management staff will be trained in a Strengths Based Perspective model of client care. They will be trained regularly, including at time of hire, on the best methods of working with, treating, and responding to clients who have had difficult and traumatic life experiences. Each staff member will be expected to put these models to use in every interaction they have with clients and potential clients. Staff members will be offered training regularly and expected to participate actively. Notice of completion will be recorded in staff files, and each staff

member should have access to this information in the readily available staff handbook.

8. *Communication*

Clients, Staff, Community

Shelter staff will undergo classes in communication skills – such as handling phone calls, confidentiality policies, crisis management and de-escalation of conflict. The communication skills will be reinforced through practice and reviewed at regular staff meetings as warranted. Courses covering topics such as communication skills with mentally ill persons, receptionist skills, communication with difficult people, and conflict resolution will be completed. This training should be done at least monthly and additionally, if deemed necessary.

9. *Resources and Referrals*

Operations, Program, and Case Manager staff will be oriented to resources, homeless services, and organizations for collaboration and referral. They will also be highly trained staff to connect clients to the Coordinated Entry System, as a system designated entry point.

Protocols for offering and accepting referrals from other agencies will be in place, reviewed by staff, updated, and kept in a manual on-site.

10. *Mental Health and Addiction Skills*

All program staff will attend mental health training events which include naming of symptoms, co-occurring diseases, de-escalation techniques, and safety protocols. This training will be done at time of hire and annually, or as necessary. Client speakers present workshops on various aspects of mental health diagnoses, symptoms, and care. Staff will be trained in symptoms of drug abuse, and referrals for treatment. Recovery programs will be encouraged, and off-site referrals will be made as appropriate.

Though sobriety will not be a requirement to stay in the shelter or participate in services, clients will be expected to be able to practice self-care, follow all rules and regulations, and behave appropriately and respectfully toward staff, volunteers, and other clients. Drug use while at the shelter will be prohibited and will result in immediate exit from the program.

11. *Self-care*

Regular staff meetings will be held for all staff. Part of the purpose of these meetings will be communication and processing of stressors while working in the difficult environment of a large-scale Shelter Program. Staff will be welcome to participate in team-building activities throughout the year, including holiday parties, and events with co-workers.

All staff will be trained in effective communication with coworkers and in proper techniques to address coworker harassment and stressors and will be made aware of the importance in practicing self-care. Staff will be informed of an open-door policy with supervisors and the Head of the Human Resources department.

12. *Annual Staff Evaluation and Training Plan*

All staff will be evaluated by their direct supervisor at 60 days from their hire date and at annual intervals. The evaluation form will be stored in the employee file held at the Human Resource office.

13. Documentation of Staff Training

Attendance of and participation in staff training will be recorded in each staff file by the Program Manager of Emergency and Shelter Services. Training required by all staff members will also be recorded in the Human Resources file to ensure each member's knowledge and information will be up- to-date.

B. Volunteer Policies

1. Selection, Screening, and Background Checks

The Esperanza Villa Program Volunteer Coordinator will actively recruit through a variety of sources, including schools, church groups, and community programs. Volunteer Coordinators will hold regular Volunteer Recruitment events in order to increase the number of volunteers that serve at the Shelter.

Individuals, as well as groups, will be invited to volunteer at the shelter. It is recommended that all volunteers be 18 years of age or older.

All potential volunteers will be screened for sex offenses and criminal background checks before being confirmed for volunteer duty.

With regard to meal provision, all volunteers interested in providing meals to shelter clients will have their applications forwarded to City Net Volunteer Coordinator. The Volunteer Coordinator will be responsible for holding orientations with meal volunteers regarding ServSafe food handling procedures, Health Department rules regarding meal provision at the shelter and calendaring all volunteer meals with the Operations Manager. This meal calendar will be provided 30 days in advance to allow the shelter adequate time to work with Meal Vendor and ensure that projected volunteer meals are substituted for regular meals in the upcoming month.

2. Orientation and Training

City Net will include a Volunteer Coordinator position(s) in its staffing plan to support volunteer coordination efforts at the shelter. The Volunteer Coordinator will handle scheduling, orientation and training of the volunteers.

Before beginning service, volunteers will be provided an Application and Agreement that includes information about volunteer duties, appropriate conduct with clients, staff, and other volunteers. Each volunteer will be required to sign this Agreement before they will be assigned a duty at the shelter.

Volunteers who do not agree with the requirements or refuse to sign will not be assigned a duty and will not be able to volunteer at the shelter.

Volunteers will be trained on-site at tasks by the Volunteer Coordinator on duty. Any tasks that require a trained staff member will be supervised by that staff member to ensure accuracy and cleanliness.

Volunteers will be given opportunities to attend community forums and events to receive more training about community resources and network with other community agencies.

Volunteers will be expected to adhere to a strict code of ethics and standards. Those found in violation of this code will be removed from the facility and may be limited in future volunteer opportunities.

The volunteer code of ethics includes the following:

a. Each volunteer Must Maintain a Firm Commitment to Professional Conduct

Volunteers of the shelter will be expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes and stories, and or any type of inappropriate interaction with Esperanza Villa Program staff or clients.

b. Limiting Relationships with Clients

Volunteers will be prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Esperanza Villa Program. Examples of dual relationships include (but will be not limited to) a volunteer entering a business, romantic, or sexual relationship with a client. Soliciting clients for their business will be strictly prohibited.

Volunteers will be not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

c. Food and Other Substances

Volunteers will not consume any food items or drinks supplied by the shelter while volunteering. Food and drinks will be purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

d. Discrimination

Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin or gender.

e. Volunteer Boundaries

Volunteers will be not permitted to loan or give money to clients, should not meet with clients outside of the Esperanza Villa Program without permission from program staff, and will be not allowed to drive clients in their vehicles

f. Commitment

The shelter will be reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.

g. Identifiable Lines of Authority

Volunteers will be informed of identifiable lines of authority in their Application Packet. Volunteers will defer to the Volunteer Coordinator on duty to give resources, referrals, and handle situations beyond their responsibility and volunteer agreement.

Volunteers will also have access to the Operations Manager or lead staff member on site, for questions and grievances.

All volunteers will be provided with a name tag identifying them as such.

3. Descriptions of Volunteer Tasks

Volunteers will be needed 7 days per week. The Shelter Volunteer Coordinator will ensure all volunteers will be provided with a task and description of any duties they might perform. Tasks and duties include, but will be not limited to:

- Setting up and breaking down tables for dinners and breakfasts
- Distributing donations and hygiene items
- Organizing and setting up donations of clothing
- Helping direct lines to donations and food
- Serving meals, setting up snacks and drinks for clients

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Enrique C. Zaldivar, City Manager
DATE: December 21, 2022
SUBJECT: Reorganization of the City Council – Selection of Mayor Pro Tempore

SUMMARY

The purpose of this report is to complete the reorganization of the City Council with the selection of a new Mayor Pro Tempore as spelled out in the Baldwin Park Municipal Code.

RECOMMENDATION

It is recommended that the City Council complete the reorganization of the City Council and follow procedures as suggested for the selection of Mayor Pro Tempore as follows: 1. The City Clerk opens the nominations for the office of Mayor Pro Tempore. Any Councilmember may nominate and no second to the nomination is required; and 2. After receiving nominations, the City Clerk closes the nominations; and 3. The City Clerk then conducts the election of the Mayor Pro Tempore by roll call vote. If there is more than one nomination, a roll call vote is conducted in the order in which nominations are received until a Mayor Pro Tempore is elected by majority vote.

FISCAL IMPACT

There is no fiscal impact associated with this item.

BACKGROUND

In accordance with Ordinance No. 1249, which established section 30.02 it is appropriate at this time to reorganize the City Council and select one of its members as Mayor Pro Tempore. Attachment 1 shows the recent rotation of Mayor Pro Tem.

§ 30.02 COUNCIL REORGANIZATION.

The Council shall reorganize and select one of its members as Mayor Pro Tempore, on the following occasions:

1. In even-numbered years at the Council meeting at which the canvass of the results of the general municipal election are declared.
2. In odd-numbered years at the first regular meeting conducted in the month of December.
3. At such other times as a majority of the City Council shall order.

ALTERNATIVES

None

LEGAL REVIEW

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

ATTACHMENTS

1. Mayor Pro Tempore Roster



**CITY OF BALDWIN PARK
ROSTER OF MAYORS AND MAYOR PRO TEM'S**

MAYOR	APPOINTED	MAYOR PRO TEM	APPOINTED
Henry J. Littlejohn	January 25, 1956	Lynn H. Cole	January 1956
Hub H. Bloxham	April 17, 1956 to March 4, 1957	Henry J. Littlejohn	April 1956
Henry J. Littlejohn	June 3, 1957	Lynn H. Cole	June 1957
Lynn H. Cole	April 15, 1958	Henry J. Littlejohn	April 1958
Lynn H. Cole	April 1959	Henry J. Littlejohn	April 1959
Lynn H. Cole	April 19, 1960	Letcher Bishop	April 1960
Letcher Bishop	June 19, 1961	Henry J. Littlejohn	April 1961
Letcher Bishop	April 10, 1962	Donald V. Holmes	April 1962
Hub H. Bloxham	April 17, 1963	Donald V. Holmes	April 1963
Charles E. Morehead	April 21, 1964	Adelina Gregory	April 1964
Ivory D. Crites	April 20, 1965	Adelina Gregory	April 1965
Joseph McCaron	April 19, 1966	Charles E. Morehead	April 1966
Charles E. Morehead	April 5, 1967	Ivory D. Crites	April 1967
Joseph McCaron	April 17, 1968	Charles E. Morehead	April 1968
Joseph McCaron	April 16, 1969	Charles E. Morehead	April 1969
Joseph McCaron	April 14, 1970	Adelina Gregory	April 1970
Adelina Gregory	April 7, 1971	Russell E. Blewett	April 1971
Russell E. Blewett	April 18, 1972	Leo W. King	April 1972
Leo W. King	April 17, 1973	Virgil V. Hamilton	April 1973
Virgil V. Hamilton	March 12, 1974	Adelina Gregory	March 1974
Virgil V. Hamilton	March 5, 1975	Joseph McCaron	March 1975
Emmit R. Waldo (Recalled 11/22/77)	March 9, 1976	Jerry R. Kitchel (Recalled 11/22/77)	March 1976
Russell E. Blewett	December 2, 1977	Virgil V. Hamilton	December 1977
Russell E. Blewett (Resigned 10/18/78)	March 14, 1978	Jack B. White	March 1978
Jack B. White	November 1, 1978	Robert H. McNeill	November 1978
Jack B. White	March 7, 1979	Felipe Aguilar, Jr.	March 1979

THE MAYOR BECAME A "DIRECTLY ELECTED BY THE PEOPLE" OFFICE IN 1980

MAYOR	ELECTED	MAYOR PRO TEM	APPOINTED
Jack B. White	April 8, 1980	Robert H. McNeill Leo W. King	April 1980 April 1981
Jack B. White	April 13, 1982	Bobbie W. Izell Robert H. McNeill	April 1982 April 1983

MAYOR	ELECTED	MAYOR PRO TEM	APPOINTED
Jack B. White	April 10, 1984	Leo W. King	April 1984
** April 1986 Election Cancelled due to insufficient candidate filing - only incumbents filed **			
Jack B. White (Recalled 3/31/87)		Richard Gibson Richard Gibson	April 1986 April 1987
Leo W. King	July 21, 1987	Bobbie W. Izell	August 1987
Leo W. King (Resigned 12/2/89)	April 19, 1988	Julia S. McNeill Bette L. Lowes	April 1988 April 1989
Bette L. Lowes	April 17, 1990	Julia S. McNeill Julia S. McNeill	April 1990 April 1991
Fidel A. Vargas	April 21, 1992	Martin Gallegos Martin Gallegos	April 1992 April 1993
Fidel A. Vargas	April 14, 1994	Raul Martinez Raul Martinez Teri Muse	April 1994 April 1995 April 1996
Bette Lowes	March 4, 1997	Teri Muse Manuel Lozano	March 1997 March 1998
Manuel Lozano	March 2, 1999	Wm. "Bill" Van Cleave Ricardo Pacheco	March 1999 March 2000
Manuel Lozano	March 6, 2001	Linda Gair Marlen Garcia	March 2001 March 2002
Manuel Lozano	March 4, 2003	Wm. "Bill" Van Cleave Ricardo Pacheco	March 2003 *March 2004 to December 2005 *Term extended due to change in election date from March to November of Odd years
Manuel Lozano	November 8, 2005	David J. Olivas Marlen Garcia	December 21, 2005 December 6, 2006
Manuel Lozano	November 6, 2007	Anthony J. Bejarano Monica Garcia	December 5, 2007 December 17, 2008
Manuel Lozano	November 3, 2009	Ricardo Pacheco Marlen Garcia	December 16, 2009 December 1, 2010
Manuel Lozano	November 8, 2011	Susan Rubio Monica Garcia	December 7, 2011 December 5, 2012
Manuel Lozano	November 5, 2013	Ricardo Pacheco Cruz Baca	December 4, 2013 December 3, 2014
Manuel Lozano	November 3, 2015 (election moved to even # of years)	Monica Garcia	December 16, 2015
Manuel Lozano	November 8, 2016	Susan Rubio Ricardo Pacheco	December 7, 2016 December 6, 2017
Manuel Lozano	November 6, 2018	Monica Garcia Paul C. Hernandez	December 5, 2018 February 19, 2020
Emmanuel J. Estrada	November 3, 2020	Alejandra Avila Danial Damian	December 2, 2020 December 15, 2021

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: December 21, 2022
SUBJECT: Consider Approval of Professional Service Agreement with EcoTech Services, Inc. and The Home Depot, Inc. for the High Efficiency Toilet & Shower Head Replacement Program.

SUMMARY

This item will approve and authorize the award of a professional service agreement for the High Efficiency Toilet & Shower Head Replacement Program, in an amount that does not exceed \$800,000.00. The program consists of replacing up to 2000 high efficiency toilets and 2000 high efficiency shower heads.

RECOMMENDATION

It is Staff's recommendation that the City Council:

1. Approve a Professional Services Proposal from EcoTech Services, Inc. of Azusa, CA, in the not-to-exceed \$550,000 for the High Efficiency Toilet & Shower Head Replacement Program and authorize the Chief Executive Office (CEO) and staff to negotiate a Professional Services Agreement to be executed by the Mayor and City Clerk; and,
2. Approve a materials procurement quote from The Home Depot, Inc. of Baldwin Park, CA, in the not-to-exceed amount of \$250,000 for the High Efficiency Toilet & Shower Head Replacement Program and authorize the CEO and staff to negotiate a procurement agreement that fits the project budget to be executed by the Mayor and City Clerk; and,
3. Authorize the Director of Finance Department to appropriate \$800,000 from ARPA Funds to Account # 275-50-755-58100-55026.

FISCAL IMPACT

There is no impact to the General Fund. Funds for the High Efficiency Toilet & Shower Replacement program will come from Fund #275 – American Rescue Plan Act through the community set-aside allocated portion. The following table lists the estimated cost for the program:

Program Costs	Amount
The Home Depot, Inc. not to exceed	\$250,000.00
EcoTech Services, Inc. not to exceed	\$550,000.00
Total Program Budget	\$800,000.00

Requested Funds	Amount
ARPA – Fund # 275-50-755-58100-55026	\$800,000.00
Total Funding	\$800,000.00

BACKGROUND

2009 state legislation, Senate Bill X7-7, requires all water suppliers increase water use efficiency. The legislation set an overall goal of reducing per capita urban water use by 20%. And In an effort toward that goal, the City in partnership with The Home Depot established a High Efficiency Toilet & Shower Head Replacement Program for our local residents (tenants, homeowners, and landlords) to purchase

and install approximately 2,000 new high efficiency toilets and 2,000 showerheads to replace their old toilets and shower heads that are not considered as a conservation.

There are plenty of older model toilets in the City of Baldwin Park that could be replaced with new 1.28 gallon models. Providing customer incentives has proven to be an effective means of encouraging people to retrofit their fixtures with new water efficient products. Note that all new development must now install a 1.28 gallon or less model to meet the new California Green Building Standards Code.

The water savings for one new high efficiency toilet is approximately 155,052 gallons for the life of the toilet (3 people x 3 flushes/person/day- from 6 gallons to 1.28 x 10 years) without any sacrifice in performance. There is also dual benefit to this which is a reduction of water in our sewer system.

The toilet replacement program will also offer another effective indoor conservation device, a low flow, 1.8 gallon per minute showerhead. Older showerheads use about 5 gallons a minute while newer ones use 2.5. The water savings for a 1.8 gallon per minute heads is approximately 80,091 to 280,320 gallons for the life of the showerhead (3 people x 8 minute shower x 365 days a year x 1 gallon per minute savings or 3.2 gallons per minute savings x 10 years). In addition to saving water, these low flow devices are reducing the amount of wastewater that flows to the treatment plant, saving money to our residents, and improve our environment.

DISCUSSION

On January 19, 2022, Mayor Estrada requests City Council discussion and direction on citywide toilet replacement.

On February 8, 2022, a Request for Proposals (RFP) was advertised by the City of Baldwin Park, inviting proposals for the purchase and installation of high efficiency toilets and new shower heads.

On Feb 28, 2022, the City received proposals from The Home Depot, Inc. of Baldwin Park, CA. and from EcoTech Services, Inc. of Azusa, CA. Upon review of the proposals, staff determined that EcoTech Services was the most experienced firm for installation of the fixtures while The Home Depot, Inc. provided the best price for fixtures. Staff determined that it will be in the best interest of the City to purchase the fixtures from The Home Depot, Inc. and retain EcoTech Services, Inc. for the installation to save cost. In October, the City reached out to the two proposals to resubmit their proposals according to the revised scope for each.

On November 17th and 22nd, 2022, the City received revised proposals from EcoTech Services, Inc. and The Home Depot, Inc. accordingly. Staff reviewed the proposals and based on the review, determined the most effective and cost savings approach would be move forward with both firms.

ALTERNATIVES

1. The City Council may choose not to approve the program, reject all proposals and quotes, and re-circulate an RFP. This action is not recommended as new round of RFP's will delay the implementation of the program and may result in increased costs.
2. Provide Staff with alternate direction.

CEQA REVIEW

Pursuant to CEQA, a "project" is defined as a "whole action" subject to a public agency's discretionary funding or approval that has the potential to either (1) cause a direct physical change in the environment or (2) cause a reasonably foreseeable indirect physical change in the environment. "Projects" include discretionary activity by a public agency, a private activity that receives any public funding, or activities that involve the public agency's issuance of a discretionary approval and is not statutorily or categorically exempt from CEQA. (Pub. Res. Code § 21065.) To the extent that matters listed in this

Agenda are considered “projects” under CEQA, their appropriate CEQA determination will be listed below each recommendation. If no CEQA determination is listed, it has been determined that the action does not constitute a “project” under CEQA.

LEGAL REVIEW

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

ATTACHMENTS

1. Tentative Professional Service Agreement with EcoTech Services, Inc. based on final proposal
2. The Home Depot, Inc. Quote.

AGREEMENT FOR SERVICES

(Template)

This Agreement is entered into this 21st day of December by and between the City of Baldwin Park (“CITY”) and EcoTech Services, Inc. (“SERVICE PROVIDER”).

RECITALS

A. CITY has determined that it requires the following professional services from a SERVICE PROVIDER: EcoTech Services, Inc.

B. SERVICE PROVIDER represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. SERVICE PROVIDER further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of mutual covenants and conditions herein contained, CITY and SERVICE PROVIDER agree as follows:

1. DEFINITIONS

A. “Scope of Services”: Such professional services as are set forth in Exhibit A attached hereto and incorporated herein by this reference.

B. “Approved Fee Schedule”: Such compensation rates as are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference.

C. “Commencement Date”: December 21, 2022

D. “Expiration Date”: December 31, 2024

2. SERVICE PROVIDER’S SERVICES

A. Scope of Services. Subject to the terms and conditions set forth in this Agreement, SERVICE PROVIDER shall perform the services identified in the Scope of Services. CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Time for Performance. SERVICE PROVIDER shall commence the services on the Commencement Date and shall perform all services in conformance with the project timeline set forth. This project shall be completed by December 31, 2024.

C. Standard of Performance. SERVICE PROVIDER shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY. SERVICE PROVIDER shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

3. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Director of Public Works, (hereinafter the "City Representative"). It shall be SERVICE PROVIDER's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and SERVICE PROVIDER shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. SERVICE PROVIDER Representative. For the purposes of this Agreement, is hereby designated as the principal and representative of SERVICE PROVIDER authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by SERVICE PROVIDER without the prior written approval of CITY.

4. SERVICE PROVIDER'S PERSONNEL

A. SERVICE PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All such services will be performed by SERVICE PROVIDER or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

B. SERVICE PROVIDER shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by CITY.

C. In the event that the CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by SERVICE PROVIDER to perform services pursuant to this Agreement, SERVICE PROVIDER shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

D. SERVICE PROVIDER shall be responsible for payment of all employees' and subservice Providers' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

E. Permits and Licenses. SERVICE PROVIDER shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City of Baldwin Park business license.

5. FACILITIES AND EQUIPMENT

Except as otherwise authorized by CITY in writing, SERVICE PROVIDER shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

6. TERMS OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 18 herein.

7. COMPENSATION

A. CITY agrees to compensate SERVICE PROVIDER for the services provided under this Agreement, and SERVICE PROVIDER agrees to accept in full satisfaction for such services, a sum not to exceed Five Hundred Fifty Thousand (\$550,000) payable as earned during the Project in accordance with Exhibit B. The compensation payable hereunder includes all professional services. Payments shall be made in accordance with Section 8 herein. CITY shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to SERVICE PROVIDER. No claims for compensation in excess of the not-to-exceed amount for the Project as shown in Exhibit B will be allowed unless such additional compensation is authorized by CITY in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to and approved by the City Representative.

B. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. No claims for additional services performed by SERVICE PROVIDER which are beyond the scope set forth in Exhibit A will be allowed unless such additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall be compensated on a time and materials basis using SERVICE PROVIDER's Approved Fee Schedule (Exhibit A). Fees for such additional services shall be paid within thirty (30) days of the date SERVICE PROVIDER issues an invoice to CITY for such services.

8. METHOD OF PAYMENT

SERVICE PROVIDER shall submit to CITY an invoice, on a monthly basis, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Such itemizations shall include the days worked, number of hours worked, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, for each day in the period and shall separately describe any additional services authorized by CITY. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within ten (10) business days of receipt of each invoice, CITY shall notify SERVICE PROVIDER in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7.

9. OWNERSHIP OF WORK PRODUCT

All reports, documents or other written material (“written products”) developed by SERVICE PROVIDER in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. SERVICE PROVIDER may take and retain such copies of the written products as desired, but no such written products shall be the subject of a copyright application by SERVICE PROVIDER.

10. TRAVEL REIMBURSEMENT

Travel required by SERVICE PROVIDER or any SUBSERVICE PROVIDER or subcontractor pursuant to this Agreement shall not be a reimbursable expense.

11. INDEPENDENT CONTRACTOR

SERVICE PROVIDER will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute SERVICE PROVIDER as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and SERVICE PROVIDER.

12. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by SERVICE PROVIDER or provided for performance of this Agreement are deemed confidential and shall not be disclosed by SERVICE PROVIDER without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required or necessary to provide the services under this Agreement. All CITY data shall be returned to CITY upon the termination of this Agreement. SERVICE PROVIDER’s covenant under this Section shall survive the termination of this Agreement.

13. CONFLICTS OF INTEREST

SERVICE PROVIDER hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with SERVICE PROVIDER in connection with this project. SERVICE PROVIDER hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. SERVICE PROVIDER agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that SERVICE PROVIDER executes in connection with the performance of this Agreement.

14. INDEMNIFICATION

A. To the full extent permitted by law, SERVICE PROVIDER shall indemnify, hold harmless and defend CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury

to any property resulting from any alleged intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of SERVICE PROVIDER or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of SERVICE PROVIDER in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

The parties understand and agree that the duty of SERVICE PROVIDER to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

B. SERVICE PROVIDER's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. SERVICE PROVIDER expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees and volunteers.

C. SERVICE PROVIDER agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of SERVICE PROVIDER in the performance of this Agreement. In the event SERVICE PROVIDER fails to obtain such indemnity obligations for the benefit of CITY, SERVICE PROVIDER agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of SERVICE PROVIDER or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of SERVICE PROVIDER in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. CITY does not, and shall not, waive any rights that it may possess against SERVICE PROVIDER because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. SERVICE PROVIDER agrees that SERVICE PROVIDER's covenant under this Section shall survive the termination of this Agreement.

E. SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to 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. SERVICE PROVIDER shall fully comply with the workers' compensation laws regarding SERVICE PROVIDER and SERVICE PROVIDER's employees. SERVICE PROVIDER further agrees to indemnify and hold CITY harmless from any failure of SERVICE PROVIDER to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

15. INSURANCE

A. SERVICE PROVIDER shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Worker's Compensation insurance as required by the State of California.
4. Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

B. SERVICE PROVIDER shall require each of its sub-SERVICE PROVIDERs or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

D. SERVICE PROVIDER agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at SERVICE PROVIDER'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, SERVICE PROVIDER shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. SERVICE PROVIDER shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. SERVICE PROVIDER agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail

written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

H. The insurance provided by SERVICE PROVIDER shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of SERVICE PROVIDER’s insurance and shall not contribute with it.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit SERVICE PROVIDER, and SERVICE PROVIDER’s employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. SERVICE PROVIDER hereby waives all rights of subrogation against CITY.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, SERVICE PROVIDER shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or SERVICE PROVIDER shall procure a bond guaranteeing payment of losses and expenses.

K. If SERVICE PROVIDER is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by SERVICE PROVIDER shall not be construed as a limitation of SERVICE PROVIDER’s liability or as full performance of SERVICE PROVIDER’s duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

A. CITY shall provide SERVICE PROVIDER with all pertinent data, documents and other requested information as is reasonably available for the proper performance of SERVICE PROVIDER’s services.

B. In the event any claim or action is brought against CITY relating to SERVICE PROVIDER’s performance in connection with this Agreement, SERVICE PROVIDER shall render any reasonable assistance that CITY may require.

17. RECORDS AND INSPECTIONS

SERVICE PROVIDER shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

18. TERMINATION OF AGREEMENT

A. CITY shall have the right to terminate this Agreement for any reason or for no reason on five (5) calendar days’ written notice to SERVICE PROVIDER. SERVICE PROVIDER shall have the right to terminate this Agreement for any reason or no reason on sixty (60) calendar

days' written notice to CITY. SERVICE PROVIDER agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.

B. In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by SERVICE PROVIDER, SERVICE PROVIDER shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall SERVICE PROVIDER be entitled to receive more than the amount that would be paid to SERVICE PROVIDER for the full performance of the services required by this Agreement.

19. FORCE MAJEURE

SERVICE PROVIDER shall not be liable for any failure to perform if SERVICE PROVIDER presents acceptable evidence, in CITY's sole judgment, that such failure was due to causes beyond the control, and without the fault or negligence of SERVICE PROVIDER.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during SERVICE PROVIDER's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

Attn: Sam Gutierrez
Director of Public Works
City of Baldwin Park

14403 E. Pacific Avenue
Baldwin Park, CA 91706
Telephone: (626) 813-5251
e-mail: sgutierrez@baldwinpark.com

With a courtesy copy to:

Marco A. Martinez, City Attorney
Best Best & Krieger LLP
18101 Von Karman Ave.
Irvine, CA, 92612
Telephone: (949) 263-6582

If to SERVICE PROVIDER:

Attn: Malcolm McLaren
President
EcoTech Services, Inc.

816 N. Todd Ave.
Azusa, CA 910702
Telephone: (626) 733-2056
mmclaren@ecotechservices.net

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, SERVICE PROVIDER shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. SERVICE PROVIDER will take

affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

22. PROHIBITION AGAINST ASSIGNMENT

SERVICE PROVIDER shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than SERVICE PROVIDER.

23. ATTORNEY'S FEES

In the event that CITY or SERVICE PROVIDER commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

24. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and SERVICE PROVIDER with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by CITY and SERVICE PROVIDER.

25. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

26. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

27. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

28. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

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

ECOTECH SERVICES, INC.

CITY OF BALDWIN PARK

By: _____
Malcolm McLaren
President

By: _____
Emmanuel J. Estrada
Mayor, City of Baldwin Park

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Emmanuel J. Estrada
Mayor

By: _____
Marco A. Martinez
City Attorney

Date: _____

Date: _____

Exhibit A

CITY OF BALDWIN PARK

HIGH EFFICIENCY TOILET & SHOWER HEAD INSTALLATION PROGRAM



proposal



EcoTechServices, Inc.

816 N Todd Ave., Azusa CA, 910702

www.EcoTechServices.net

626.335.1500



816 N Todd Ave.
Azusa, CA 91702
www.ecotechservices.net

Malcolm McLaren, President
(626) 733-2056
mmclaren@ecotechservices.net

Type of Business: Corporation / California

Business License: BL 03625 / issued by City of Azusa

Federal Tax Identification Number: 45-4731434



License #988204

THE ECOTECH ADVANTAGE

- Turnkey Program Solutions
- Dedicated Manager Assigned to Project
- Fully Staffed Customer Service Department
- Certified Field Technicians
- Company Uniforms & ID Badges
- Branded Fleet Vehicles w/ Logos & Phone #
- Dependable Track Record
- No 1099's, No Up-Sales

Our goal as your contractor is to be the least of your worries. When it comes to project management, you as our client come first. We use the goal and the spirit of your project in all of our decision making.

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City Of Baldwin Park

High-Efficiency Toilet & Shower Head Installation Program

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LETTER OF TRANSMITTAL

November 17, 2022

Romany Basilyous
Engineering Manager
City of Baldwin Park
RBasilyous@baldwinpark.com

Dear Romany Basilyous,

EcoTech Services, Inc. (EcoTech) is proud to submit this proposal to City of Baldwin Park(BP) to provide turn key high-efficiency toilet program to customers. We applaud your commitment to water conservation. With over ten years of experience in the water conservation industry, EcoTech is well positioned to provide cost-effective and successful solutions to City of Baldwin Park. EcoTech has maintained a long tradition of promoting water conservation and has created and managed a wide variety of multi-faceted programs. Throughout this proposal, EcoTech will reveal its familiarity with the scope of work required for a successful toilet Install Program and the company's capability of performing timely, quality work to achieve The City of Baldwin Parks objectives.

This program in its entirety will be managed out of our office in Azusa, CA.

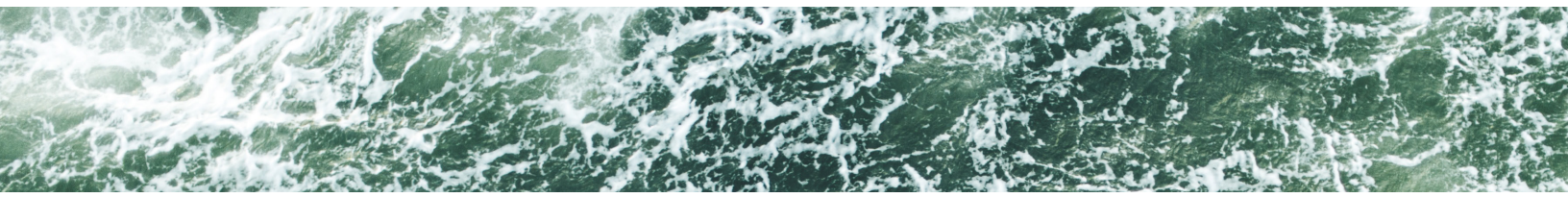
I am authorized to bind my company to this proposal for 30 continual days post November 17, 2022, which includes the facts and figures herein.

Sincerely,



Malcolm McLaren, President & Director of Operations
EcoTech Services, Inc.
816 N Todd Ave., Azusa CA, 910702
Cell: (626) 733-2056
E-Mail: mmclaren@ecotechservices.net

Scope of Work



EcoTech hereby proposes to administer the High-Efficiency Toilet (HET) & Shower Head Installation program (Program) on behalf of City of Baldwin Park to provide water-saving devices at no cost.

The following further details these approach and the tasks EcoTech shall undertake to successfully implement the Program.

Program Marketing & Participant Procurement

- City of Baldwin Park will be responsible for the development and distribution of marketing materials.
- City of Baldwin Park will provide vetted qualified list(map).
- EcoTech will provide a toll-free phone number to be included in Program marketing. The toll-free line shall be staffed by EcoTech's bilingual customer service team during company business hours.
- For an additional cost, EcoTech is happy to offer a dedicated Program page on EcoTech's website where customers can be directed to review Program information, eligibility requirements, the release of liability, product spec sheets, and FAQs. This web page would also allow customers to apply for the program online. All online application information is securely sent to EcoTech's customer service team for follow-up. Cost will be dependent on discussion with City of Baldwin Park about extent of webpage design.

Customer Service

- EcoTech will provide bilingual (English/Spanish) customer service representatives on a toll-free line to assist customers. Representatives will be available Monday through Friday from 9:00 a.m. to 4:00 p.m. Dates and times may be subject to change.
- During business after-hours, a greeting will be set up to accept customer's messages in both English and Spanish. On non business days an automated greeting will be set up to inform the customer of EcoTech's closure. All call-backs and resolutions taken will be recorded in EcoTech's Program database.
- Customer service representatives will explain the program in more detail and confirm specific information related to participation and eligibility requirements. Customer service will provide basic product information, brand name, model number, and GPF. If necessary, customer service can direct customers to the manufactures website for a detailed cut sheet. All customer questions will be politely addressed.

Product Procurement

- City of Baldwin Park will partner with Home Depot to provide EcoTech with product. The items should included HET(s) set inclusive of toilet bowl, tank, toilet seat, wax ring, and flange bolts and shower head(s).



Data Collection & Management

- EcoTech shall use a Product Release Form to capture each participant's information, including the following:
 - Contact information (i.e. name, address, phone, account number and pre- qualification information)
 - Product distribution information
 - Warranty/replacement part information for the new toilets being distributed
 - Release of liability and agreement to participation guidelines
- **EcoTech shall collect and store all Program information in a robust and secure cloud based database dedicated to the Program.** This cloud based system allows seamless customer management and central data storage from initial contact to the fulfillment of the program.
- All Program forms are saved in digital storage.

Program Reporting & Invoicing

- EcoTech will provide detailed monthly reports to include customer and toilet delivery information, as well as any other data points requested.
- All program reporting data will be stored in EcoTech's cloud based database which can easily be exported for reports on a monthly basis or at any time upon request.
- Invoices will also be submitted on a monthly basis. An electronic copy of invoices and an electronic copy of the Program database will be forwarded via email to City of Baldwin Park Program Manager for review and approval.

Rescheduled Appointments

Unfortunately, in programs like this where the customer receives something for free they do not always honor their commitment to be present during their Program appointment. In the instance a customer missed their appointment completely and EcoTech arrives at a home and the appointment needs to be rescheduled, EcoTech will need to charge the dispatch fee to compensate for administration, fuel and labor expenses. A customer will only be able to miss one appointment before they will be dropped from the program.

Safety

- EcoTech has policies in place to ensure the up-most safety throughout the entirety of the Program.
- All field technicians are required to wear branded EcoTech apparel to identify them as contractor personnel.
- Before the program starts, EcoTech will conduct a group activity hazard analysis (AHA) meeting with technicians to identify common safety concerns that an employee might encounter during the course of this program, such as dogs, traffic, improper lifting and how to avoid them.
- EcoTech will hold a mandatory weekly safety meeting for the program field employees on appropriate topics to reinforce the safety hazards identified at the AHA meeting.



Toilet Installation

Existing Toilet Removal

- EcoTech will remove the existing toilet(s) and place it in a location designated by the customer.
- The customer is responsible for calling their trash company to schedule a pickup for the old toilet. EcoTech is not responsible for disposing of old toilets.
- EcoTech will clean the area under the toilet as best as possible and vacuum any debris as a courtesy.

New HET Installation

- EcoTech shall note home's current toilets, including the gallons per flush (GPF), and conditions of the home's restroom to determine qualification status.
- EcoTech shall attempt to visually inspect for water damage, damaged flanges, leaking valves and supply lines.
- EcoTech will inform the customer of the work that will be done to complete the installation.
- If the technician runs into any issues during the installation that were not detectable they will inform the customer and Project Manager.
- EcoTech will install the new selected high-efficiency toilet (HET) following all industry standards.
- All materials will be brand new, including the 100% wax ring, solid brass bolts, and PVC flange spacers.
- Caulk or "DAP" installed around the toilet edge where it meets the floor is optional at customer's preference. Caulk is a cosmetic choice and has no impact on toilet functionality or quality of installation.
- Customer will sign customer installation confirmation, signing this confirms that the product was installed correctly, is free of defect (ie. scratches or chips) and functioning correctly.

Customer Education

- EcoTech will educate the customer about their new toilet, explaining the difference between the old toilet and the new toilet, how to use the angle water stop, adjust the tank water height and any other product specific information.
- The manufacturer's product instruction manual will be given to the customer.
- EcoTech will demonstrate to the customer that the toilet is working properly before leaving.

Repairs(as needed)

During the toilet installation there are two very common repairs that may need to be performed in order to successfully install the new high efficiency toilet. These two repairs are the flange and the water angle stop.

Flange Repairs

The flange is a vital piece of plumbing for toilet installations. A flange secures the toilet to the floor and provides the mating piece to one side of the wax ring seal. Over several years the flange can break, come loose or wear away due to rust from improper hardware. If EcoTech notices that a leak is coming from the bottom of the toilet bowl or the toilet rocks back and forth this could be due to a broken flange. Over time this leak can cause extensive water damage to the floor and sub floor. After the existing toilet is removed the technician will be able to visually inspect the flange for problems. A new toilet cannot be installed on a broken flange due to liability issues. If a flange needs to be repaired, EcoTech will use an appropriate repair kit to make the repair whenever possible. If a flange has been broken for an extended amount of time the resulting water damage can make the safe installation of a new toilet impossible. Water damage repair to a floor is outside of the scope of work EcoTech can perform.



Angle Stop Repairs

Behind every toilet or sink/faucet there is a valve that can manually turn the water supply on and off without a tool. Over the years this can freeze up and can no longer be turned or the gaskets can fail, which will cause a leak. EcoTech will replace any angle stop that is determined to be faulty. Old angle stops that are one piece with hard copper supply pipe will also need to be replaced because these units cannot be used with newer toilets.

*Note: It is not required to replace the angle stops to change the toilet. If a device has a non-functioning angle stop the device to continue to leak until water can be shut off to the entire building and the repair can then be made. It is our recommendation that we leave the site with fully functioning angle stops at all devices.

Removal Only(Incomplete Install)

- After the existing toilet is removed the technician will be able to visually inspect any out of scope flange damage. If a flange can not be repaired with the use of an appropriate repair kit Ecotech can not proceed with installation because the toilet would not be installed to code and would be a liability to EcoTech and the City of Baldwin Park.
- EcoTech will need to charge Removal Only fee to compensate labor expenses.
- Responsibility to hire a third-party professional to perform this kind of extensive repair is at the discretion of the City of Baldwin Park and Homeowner.

EcoTech Services Warranty

- EcoTech provides a warranty on workmanship of installation for a period of one (1) year of normal use.
- EcoTech's labor workmanship warranty *does not* cover normal wear and tear, cosmetic damage post-installation sign-off, staining, toilet malfunction diagnostic post-installation sign-off, a "running" toilet or flushing problems.
- Any issues that fall under EcoTech's workmanship warranty will be addressed at no cost to City of Baldwin Park.

Manufacturer's Limited Warranty

- Manufacturer's warranty will differ with each manufacturer and product.
- Program participants are given manufacturer's product literature and owner's manual, which will contain manufacture warranty information.
- It is the program participant's responsibility to contact the manufacturer for any warranty issues.



Exhibit B

Proposed Cost

EcoTech is proposing for the fee schedule to be organized as a dispatch fee plus items. This cost proposal includes all tasks and deliverables listed in the Scope of Work. The cost per unit below is all inclusive of taxes and overhead associated with program administration.

For multi-year contracts, a minimum of 7% cost increase will be added each year during the life of the contract.

ITEM	COST
Dispatch Fee (per customer)	\$ 65

PLUS

INSTALL ITEM	UNIT COST EA.
Toilet Installation	\$ 250
Shower Head Installation	\$ 15
REPAIR COST	
Flange	\$ 125
Angle Stop	\$ 100
MISC. ITEM	
Removal Only(Incomplete Install)	\$ 110
pricing is based off of having an average 5 installs per day	



Cost Per Home Examples

Due to the variations in qualifying services available cost will vary per home, here are a few examples.

*Cost Per One Toilet and One Showerhead

\$65 (Dispatch Fee) + \$250 (Toilet Install cost) *1 + \$15 (Showerhead Install) *1

Total cost to City of BP = \$330

*Cost Per two Toilet and two Showerhead

\$65 (Dispatch Fee) + \$250 (Toilet Install cost) *2 + \$15 (Showerhead Install) *2

Total cost to City of BP = \$595

*Cost Per One Toilet Install, One Removal Only and two Showerhead

\$65 (Dispatch Fee) + \$250 (Toilet Install cost) *1 + \$100 (Toilet Removal Only cost) *1
+ \$15 (Showerhead Install) *2

Total cost to City of BP = \$445

*Cost Per two Toilet Home and two Showerhead and one Angle Stop

\$65 (Dispatch Fee) + \$250 (Toilet Install cost) *2 + \$15 (Showerhead Install) *2
+ \$100 Angle Stop * 1

Total cost to City of BP = \$695

*Cost for Customer missed appointment need to reschedule

\$65 (Dispatch Fee)

Total cost to City of BP = \$65





Customer Quote

11/07/2022, 4:12 PM PST

Sales Person VXF1LXS

Store Phone # (626) 813-7131

Store # 6663

Location 3200 PUENTE AVENUE, BALDWIN PARK, CA 91706

Customer Information

CITY CITYOFBALDWINPARK
(626) 813-5255

CITY CITYOFBALDWINPARK
4100BALDWINPKBLVD
BALDWIN PARK, CA 91706



Quote # H6663-216571

PO / Job Name elongated toilet



Will Call



Will Call Details
HD Supply MRO



Estimated Arrival
6 Days
Customer will be notified when order
is ready for pickup



Alternate Pickup Person
CITY CITYOFBALDWINPARK

Item Description

Model

SKU

Unit Price

Qty

Subtotal



Premier Power Flush 2-piece 1.28 GPF Single Flush
Elongated Toilet in White Seat Included
💎 **DISCOUNT \$21.78 OFF EACH**

1005404286

~~\$145.18 / each~~
\$123.40 / each

2000

\$246,800.00



Will Call



Will Call Details
HD Supply MRO



Estimated Arrival
6 Days
Customer will be notified when order
is ready for pickup



Alternate Pickup Person
CITY CITYOFBALDWINPARK

Item Description

Model

SKU

Unit Price

Qty

Subtotal



Waterpik 9-Spray 4.5 in. Single Wall Mount 1.8 GPM
Fixed Shower Head in Chrome
💎 **DISCOUNT \$6.00 OFF EACH**

1003065535

~~\$29.98 / each~~
\$23.98 / each

2000

\$47,960.00

Prices Valid Through: 11/22/2022
at The Home Depot #6663

Subtotal	\$350,320.00
Discounts	-\$55,560.00
Sales Tax	\$28,002.20
Quote Total	\$322,762.20

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Enrique C. Zaldivar, City Manager
DATE: December 21, 2022
SUBJECT: Approval of Employment Agreement with Ana Karina Rueda for the Position of Human Resources/Risk Manager

SUMMARY

The attached Agreement for Human Resources/Risk Manager ("Agreement") with Ana Karina Rueda is presented for approval by the City Council ascertaining the terms and conditions of employment.

RECOMMENDATION

Staff recommends that the City Council approve the Agreement with Ana Karina Rueda for the position of Human Resources/Risk Manager and authorize the Mayor and City Clerk to execute it.

FISCAL IMPACT

There is no fiscal impact as the Human Resources/Risk Manager position has remained vacant since the retirement of the previous incumbent on September 15, 2022 and budgeted funds remain available.

BACKGROUND

Upon the position becoming vacant in September of this year, the City initiated a recruitment to solicit a pool of qualified candidates. Following a thorough review and vetting of the applicants, including an oral interview panel with a combination of internal and outside raters, Ms. Rueda was ranked among the top three candidates. Following a second interview with the Chief Executive Officer, Ms. Rueda was selected as the finalist. Ms. Rueda has the qualifications and experience for this position. If approved, the Agreement will be effective December 27, 2022.

The Agreement sets the monthly base pay compensation for the Human Resources/Risk Manager at \$10,098.51 per month which is Step 3 of the salary range as per the City of Baldwin Park Comprehensive Pay Schedule. The Human Resources/Risk Manager position is expressly defined as "At-Will" and the employee shall serve at the pleasure of the City Council and Chief Executive Officer.

ALTERNATIVES

There are no alternatives.

LEGAL REVIEW

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

ATTACHMENTS

1. Ana Karina Rueda Human Resources/Risk Manager Agreement

CITY OF BALDWIN PARK
HUMAN RESOURCES RISK MANAGER
EMPLOYMENT AGREEMENT

This HUMAN RESOURCES/RISK MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 21st day of December 2022, by and between the CITY OF BALDWIN PARK, a municipal corporation (“City”) and Ana Karina Rueda, an individual (“Employee”).

RECITALS

WHEREAS, pursuant to Baldwin Park Municipal Code Section 31.03 the Chief Executive Officer has the authority, upon consultation and concurrence by the City Council, to appoint certain department heads and managers; and

WHEREAS, pursuant to Baldwin Park Municipal Code Section 33.05, all Unclassified Service Employees, including the Human Resources/Risk Manager, are At-Will and may be terminated from employment at any time without cause or without right of appeal or hearing, and not covered by the City’s Personnel System; and

WHEREAS, at the regular City Council meeting of December 21, 2022, the Chief Executive Officer secured the concurrence of the City Council to execute an employment agreement with Ana Karina Rueda, to serve as Human Resources/Risk Manager, which position shall be At-Will and serve at the pleasure of the City Council and Chief Executive Officer; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of services as the Human Resources/Risk Manager to the City and its related agencies; and

WHEREAS, the parties wish to establish the terms and conditions of Employee’s services as the Human Resources/Risk Manager to the City and its related agencies through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Ana Karina Rueda as the Human Resources/Risk Manager to perform the functions and duties as specified in the job description for this position attached hereto as Exhibit “A”, and to perform such other legally permissible and proper functions and duties as the Chief Executive Officer shall, from time-to-time, direct or assign. Employee shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote her best efforts and full-time attention thereto.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at

all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of the Human Resources/Risk Manager will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:30 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus their professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the Chief Executive Officer, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of Human Resources/Risk Manager.

1.4 Employment Status. Upon appointment to the Human Resources/Risk Manager position, Employee shall serve at the will and pleasure of the Chief Executive Officer and understands that she shall be an "At-Will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary *Skelly* hearing, except as expressly provided in this Agreement. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the Chief Executive Officer, for any purposes other than the performance of her duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that she is exempt from the City's competitive (Civil Service) system, and as such remains an At-Will employee serving at the pleasure of the Chief Executive Officer.

1.7 FLSA Exempt Status. Employee agrees that her position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's initial base compensation shall be \$10,098.51 per month ("Salary"), Step 3 of the City of Baldwin Park's Salary Schedule, to be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for state and federal tax withholdings.

2.2 Annual Salary Review. The Chief Executive Officer and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 6.2. Upon conclusion of such review, the Chief Executive Officer may, within his discretion, increase Employee's Salary as he deems appropriate not to exceed the maximum of the Human Resources/Risk Manager salary range in accordance with the City's Salary Schedule.

2.3 Cost of Living Adjustment. Employee shall not be entitled to any cost of living adjustment ("COLA"), except Employee shall be entitled to a COLA when specifically approved for the Human Resources/Risk Manager position by action of the Baldwin Park City Council.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence their services hereunder at 12:01 a.m. Pacific daylight savings time on December 27, 2022 or such earlier date upon which the Chief Executive Officer and Employee may mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The City hereby employs Employee until their services are terminated as provided for herein.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the Chief Executive Officer with at least thirty (30) days' advance written notice, unless the parties agree to an alternative timeframe. In the event Employee terminates this Agreement, Employee expressly agrees that she shall not be entitled to any severance pay.

3.4 Termination by City. The Chief Executive Officer or someone acting in the capacity as Chief Executive Officer may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The Chief Executive Officer's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline, or termination of the City's employees. Employee expressly waives any rights provided for department heads and certain managers under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of Human Resources/Risk Manager. Upon appointment to the Human Resources/Risk Manager

position, Employee remains an At-Will employee serving at the pleasure of the Chief Executive Officer.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful, and intentional failure to carry out materially significant and legally constituted direction of the Chief Executive Officer or the policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, and 13) "abuse of office or position" as defined in Government Code Section 53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by Chief Executive Officer Without Cause. By providing Employee at least thirty (30) days' prior written notice thereof, the City may terminate Employee without cause. In the event Employee is terminated without cause, Employee expressly agrees that they shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. In the event the Chief Executive Officer terminates Employee's employment as Human Resources/Risk Manager pursuant to this Agreement, and if Employee is not otherwise in breach of the terms of this Agreement, and if Employee executes a written waiver (Exhibit #D Attached) of any and all claims the Employee may have against the City, including but not limited to, a Civil Code Section 1542 waiver, then and only then the City shall pay a lump sum cash payment equal to three (3) months base salary only, with no benefits included in the severance calculation ("Severance Pay") to Employee. Only base salary will be

used to calculate the three months' severance. However, the City shall be relieved of its obligation to pay Severance Pay if Employee is terminated for malfeasance in carrying out the duties obligated under this Agreement or if the Employee is convicted of any illegal act involving moral turpitude or personal gain or if Employee refuses to sign a complete waiver releasing the city of any and all claims the Employee may have against the City. Employee shall also be entitled to any accrued compensable leave as Employee may have accumulated, subject to Section 6 of this Agreement and consistent with the Unclassified Managers Benefits Matrix and/or City Personnel Rules.

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein.

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City's personnel. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.3 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The Chief Executive Officer shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the Chief Executive Officer's consideration at those times established by the Chief Executive Officer, but at least annually, Employee's proposed performance goals and objectives and incorporate the Chief Executive Officer's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The Chief Executive Officer may, at his/her sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at his sole discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Provision of Benefits. The Employee shall receive all fringe benefits as are defined in the City of Baldwin Park's Unclassified Manager's Benefits Matrix, Effective July 1, 2021, as approved by the City Council, attached as "Exhibit" C.

6.2 Changes to Benefits. To the extent the benefits enumerated in this Section 6.0 are increased, decreased, modified, or eliminated by the City Council, said increase, decrease, modification or elimination of said benefits shall be applicable to Employee at the time it becomes effective.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the Chief Executive Officer.

7.2 Out-of-Town Meetings & Seminars. The City agrees to reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to her employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the Chief Executive Officer may, in his/her sole discretion, approve such unbudgeted expenditures if s/he deems it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to her employment with City in accordance with the City's policies for expense reimbursement.

7.4 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

7.5 Approval by Chief Executive Officer. To be eligible to receive reimbursement for the memberships and travel and other expenses incurred pursuant to this Section 8.0, Employee shall obtain advance approval of the Chief Executive Officer or his/her designee.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval, except where Chief Executive Officer approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:
Chief Executive Officer (CEO)
City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, California 91706

To Employee:
Ana Karina Rueda
[On file with Human Resources Division.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to the termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of her or her office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "B".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

[Signatures on following page]

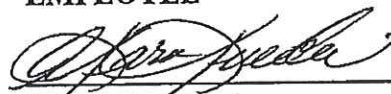
IN WITNESS WHEREOF, the City of Baldwin Park has caused this Agreement to be signed and executed on its behalf by its Chief Executive Officer, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF BALDWIN PARK

Enrique C. Zaldivar, Chief Executive Officer
Chief Executive Officer

Date

EMPLOYEE


Ana Karina Rueda

12/12/2022
Date

ATTEST

Christopher Saenz, City Clerk

Date

APPROVED AS TO FORM

Marco Martinez, City Attorney

Date

EXHIBIT A

[Human Resources/Risk Manager Job Description on following page]

CITY OF BALDWIN PARK

HUMAN RESOURCES MANAGER

DEFINITION

To plan, supervise and manage the City's Human Resources and Risk Management systems; to evaluate, develop and implement systems and procedures relating to recruitment and selection, classification and compensation administration, affirmative action programs, labor relations, safety, training, worker's compensation, liability and property insurances.

SUPERVISION RECEIVED AND EXERCISED

Administrative direction is provided by the Chief Executive Officer.

Responsibilities include direct supervision of professional, technical and clerical staff.

EXAMPLES OF DUTIES

Depending upon assignment, duties may include:

Assist in the development and implementation of goals, objectives, policies and procedures for personnel and risk management.

Administer the City's personnel and risk management rules, regulations and policies; consult with and advise the Chief Executive Officer, department heads and division managers on personnel and risk management matters; coordinate the implementation of personnel and risk management policies, procedures, ordinances and resolutions.

Coordinate and supervise the administration of the classification and compensation plan, recruitment and selection, safety, training, affirmative action, employee performance evaluation and orientation programs; administer a system of employee service records and other personnel records.

Coordinate and supervise the administration of the self-insured worker's compensation program, liability claims, safety and loss prevention programs, selection of insurance brokers and agents for purchase of appropriate insurances and other responsibilities related to risk management.

Assist in planning, coordinating and supervising labor relation activities; conduct special studies; interpret agreements and policies; participate in meet and confer activities.

Prepare and recommend revisions and amendments to ordinances and resolutions relating to personnel and risk management matters; conduct special studies, prepare reports and make recommendations.

CITY OF BALDWIN PARK

Prepare and administer the Human Resources Department budget.

Administer the employee benefits program.

Coordinate personnel and risk management activities with other City departments and with outside agencies.

Supervise, train and evaluate division personnel.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

Principles and practices of public personnel administration, including methods and techniques used in recruitment and selection, classification and salary administration, training, safety and affirmative action.

Principles and practices of risk management administration including methods and techniques used in worker's compensation, liability, property insurance and loss prevention programs.

Training techniques and program development.

Applicable Federal, State and local laws, regulations, ordinances and policies.

Administrative organization and management of the types and variety of positions common to local government organizations.

Principles and practices of organization, administration, budget, personnel and risk management.

Ability to:

Plan, organize, assign and coordinate the activities of professional, technical and clerical staffing.

Present ideas effectively orally and in writing.

Develop and implement effective personnel and risk management policies and procedures.

CITY OF BALDWIN PARK

Experience and Education

Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years experience of a progressively responsible nature in all phases of personnel and risk management programs, including supervisory experience.

Education:

Equivalent to a Bachelor's degree from an accredited college or university with major study in public or business administration, personnel, or a closely related field.

EXHIBIT B

GOVERNMENT CODE SECTION 53243-53243.4 and 53260(a)

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

53260. (a) All contracts of employment between an employee and a local agency employer shall include a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

EXHIBIT C

UNCLASSIFIED MANAGERS
BENEFITS MATRIX

**EXECUTIVE EMPLOYEES
BENEFIT MATRIX**

ATTACHMENT A

COST OF LIVING ADJUSTMENTS

The following unadjusted base salary shall receive the following:

COLA

Effective July 1, 2021 - 2% COLA plus - \$5,000 premium

Effective July 1, 2022 – 3% COLA

Effective July 1, 2023 - 3% COLA

INSURANCES/SUPPLEMENTAL WAGE PAYMENTS

Benefits Plan

Effective the first full pay period commencing on or after January 12, 2020, the City will contribute a sum not to exceed \$1,625 per month for each Executive employee towards benefits as detailed below:

The employee is required to maintain a minimum coverage for himself/herself in a plan of his or her choice, unless the employee can show proof of adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than the City's monthly contribution, such employee will have an option to have the excess monies placed toward an existing benefit program. These options include:

1. Placement in a City provided health insurance plan for self, two (2) party or family coverage.
2. Placement in a City provided dental insurance plan for self, two (2) party or family coverage.
3. Placement spread over a combination of the options listed above.
4. Elect to receive any excess monies in cash, which will be considered as taxable income, or
5. Elect to place the excess cash monies in a City provided deferred compensation program.

Benefits Plan for Elected Officials

Effective the first full pay period commencing on or after January 20, 2021, the City will contribute a sum not to exceed \$1,625 per month for each Elected Official towards benefits as detailed below:

The employee is required to maintain a minimum coverage for himself/herself in a plan of his or her choice, unless the employee can show proof of adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than

the City's monthly contribution, such employee will have an option to have the excess monies placed toward an existing benefit program. These options include:

- 1) Use funds to purchase City sponsored Health dental and/or vision insurance
- 2) Be reimbursed for purchasing Health, Dental, vision insurance on the open market (not through the city) and/or
- 3) Deposit funds into the City sponsored Retirement Plan

****Special Note for Elected Officials: COLA's, Premium bonuses or any other Cash out of benefits as taxable income is not permitted under the law***

Vision Plan

Effective the first full pay period commencing on or after July 1, 2017, the City will provide a vision plan, and will contribute up to a maximum premium cost of \$37.55 per month.

Life Insurance

The City will provide term life insurance in the face amount of \$100,000.

Long-Term Disability and Short Term Disability

The City will provide long-term and short-term disability insurance coverage as set forth in the plan on file in the Personnel Services Office.

RETIREMENT

Retirement — Miscellaneous Employees

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement.

Retirement — Sworn Employees

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement account.

Retiree Health Benefit Plan for Employees Hired Before July 1, 2020:

For all employees hired prior to July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code Section 22892(b). In addition, the City will also pay the premium cost for retiree-only coverage in the retiree's chosen medical plan.

Effective the first full pay period following the date of MOU approval by City Council the Health reimbursement Account (HRA) will be terminated.

Retiree Health Benefit Plan for Employees Hired on or After July 1, 2020:

For all employees hired on or after July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay only the minimum employer contribution to CalPERS that is required by Government Code section 22892(b).

TRANSPORTATION ALLOWANCE

Effective the first full pay period commencing on or after July 1, 2017, the City will provide an Executive employee an amount of \$500.00 per month transportation allowance except for the Police Chief who may choose a take-home, City-owned vehicle. Included is the use of a City provided take home vehicle so that employee may respond to emergencies. The use of a City vehicle does not include personal vacations and does not include personal travel a distance more than a 50 mile radius from the City. Transportation allowance may be used for public or alternative transportation.

ELECTRONIC DEVICE MONTHLY ALLOWANCE

Effective the first full pay period commencing on or after July 1, 2017, the City will provide an Executive employee an amount of \$150.00 per month to obtain and maintain access to personal electronic communication devices (smart phones, tablets, laptops, etc.) also used for City business.

LONGEVITY PAY

Effective the first full pay period following the date of MOU approval by City Council the City agrees to provide a monthly longevity premium to each eligible employee as follows:

Years of Service	Monthly Premium
Five (5) – Nine (9) Years	\$50
Ten (10) – Fourteen (14) Years	\$100
Fifteen (15) – Nineteen (19) Years	\$150
Twenty (20) – Twenty-four (24) Years	\$200
Twenty-five (25) Years or more	\$250

Part-time longevity will be applied at fifty percent (50%). For example, one year of part-time work cannot count for more than one half year of longevity. Employees hired full-time after July 1, 2020 will not receive part-time credit for longevity. This section is effective upon ratification and shall not result in back pay or retro pay.

ATTENDANCE AND LEAVES

Sick Leave

The general policy for sick leave will be as set forth, for all full-time employees, in Section 11.4 of the Personnel Rules.

Sick leave will accrue at the rate of 3.6923 hours on a biweekly basis and shall be debited on an hourly basis.

Effective September 7, 1994, each eligible employee shall elect their maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave hours accrual bank.

Annual Sick Leave Incentive

Sick leave shall accrue on hourly basis of eight (8) hours per month and shall be debited on an hourly usage basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900).

At the close of the calendar year, each eligible employee will receive 75% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

Vacation

All Executive employees shall accrue vacation leave in accordance with the following:

- a. Employees having less than five (5) years of service with the City: 3.6923 hours on a biweekly basis for time actually worked.
- b. Employees having more than five (5) years of service but less than ten (10) years of service with the City: 4.6154 hours on a biweekly basis for time actually worked.
- c. Employees having more than ten (10) years but less than fifteen (15) years of service with the City: 5.5385 hours on a biweekly basis for time actually worked.
- d. Employees having more than fifteen (15) years but less than twenty (20) years of service with the City: 6.4615 hours on a biweekly basis for time actually worked.
- e. Employees having over twenty (20) years of service with the City: 7.3846 hours on a biweekly basis for time actually worked.

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City.

Executive Employees will be allowed to bank excess vacation accrual time for business necessity reasons only. Business necessity is defined as an urgent operational need requiring the employee's presence, as determined by the City Manager.

Human Resources will send out an email reminder on a semi-annual basis reminding employees to routinely check their vacation balances online to determine if they are at a use or lose status.

Bereavement Leave

Each Executive employee shall receive the equivalent of their workweek per incident, as needed, for a death in his or her immediate family. Immediate family shall mean and include only the employee's spouse, children, step-children, parents, spouse's parents, grandparents, spouse's grandparents, brothers and sisters. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement be provided.

Administrative Leave

Effective July 1, 2017, the CEO shall receive a maximum of one hundred twenty-five (125) hours of administrative leave. Payouts for unused time is discretionary and can be paid out at any time during each fiscal year. All other Executive employees shall receive a maximum of one hundred twenty (120) hours of administrative leave each fiscal year. For all other Executive employees, unused time at the end of each fiscal year, June 30th, will be paid during the following month of July with said time being calculated at their then straight time hourly rate.

Holidays

All Executive employees are currently working on an alternate work schedule of four (4) days, ten (10) hours. While assigned to such work schedule, the following days shall be observed as holidays:

January 1st, the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; December 24th; December 25th; and such other days as may be designated as holidays by motion of the City Council.

If any of the foregoing holidays falls on a Friday and/or Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

Floating Holidays

For each Executive employee working the 4/10 plan such employee will receive two (2) ten (10) hour days of floating leave, for a total of 20 hours.

Holiday Bank

At the beginning of each calendar year, the City will determine how many of the set holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number

of hours of holiday time ("Holiday Bank"). Each affected employee will also be credited with the above floating holidays. For Executive Employees working the four (4) day, ten (10) hour alternate work schedule, the holiday bank will be calculated at ten (10) hours per holiday.

Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid no later than June 30 of the same year.

If an employee separates employment from the City, and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation bank, administrative leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City, and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

Compensation for Accrued Leave Time

Notwithstanding the maximum accruals established for vacation, administrative leave and holiday bank, Executive employees may accrue up to a maximum of three (3) months of additional paid leave time composed of a combination of vacation, administrative leave and/or holiday bank time.

DEFERRED COMPENSATION

Effective the first full pay period commencing on or after January 12, 2020, the City will contribute \$750.00 per month to each employee into a City sponsored defined contribution retirement plan.

**UNCLASSIFIED MANAGERS
BENEFITS MATRIX**

ATTACHMENT B

COST OF LIVING ADJUSTMENTS

The following unadjusted base salary shall receive the following:

COLA

Effective July 1, 2021 - 2% COLA plus - \$5,000 premium

Effective July 1, 2022 – 3% COLA

Effective July 1, 2023 - 3% COLA

INSURANCES/SUPPLEMENTAL WANE PAYMENTS

Benefits Plan

Effective the first full pay period commencing on or after July 1, 2017, the maximum amount of monies that are eligible for cash out shall be capped at \$1,200 per month.

Effective the first full pay period commencing on or after July 1, 2017, the City's contribution to medical and dental premiums shall be increased to \$1,400 per month.

The employee is required to maintain a minimum coverage for himself/herself in a plan of their choice unless the employee can show proof they have adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than the City's monthly contribution, such employee will have an option to have the excess monies placed toward an existing benefit program. These options include:

1. Placement in a City provided health insurance plan for self, two (2) party or family coverage;
2. Placement in a City provided dental insurance plan for self, two (2) party or family coverage;
3. Placement spread over a combination of the options listed above;
4. Elect to receive any excess monies in cash, which will be considered as taxable income; or
5. Elect to place the excess cash monies in a City provided deferred compensation program.

Vision Plan

Effective the first full pay period commencing on or after July 1, 2017, the City will provide a vision plan to all affected employees, and will contribute up to a maximum premium cost of \$37.55 per month. If the premium exceeds the amount, then the employee shall be responsible to pay the difference in excess of \$37.55.

Life Insurance

The City will provide term life insurance in the face amount of \$60,000 effective April 6, 2016.

The City will provide a supplemental life insurance program to enable employees to purchase additional life insurance at the employee's cost and no contribution from the City.

Long-Term Disability and Short Term Disability

The City will provide each employee with long-term disability insurance coverage as set forth in the plan on file in the Human Resources Office. Effective June 1, 1993, affected employees will be eligible to receive benefits commencing on the 31st day of non-work related injury or illness, and employees will be eligible to receive a maximum benefit of 66 2/3% of their current base salary up to a maximum of \$5,000 per month.

RETIREMENT

Employees Hired Before January 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2.7% @ 55 retirement formula (Government Code §21354.4);
2. Single highest year final compensation (Government Code §20042);
3. Military service credit as public service option (Government Code §21024);
4. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cents (\$.93) per pay period (Government Code §21571);
5. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV; and
8. \$500 Retired Death Benefits.

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement account.

New CalPERS Members Hired On or After January 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2% at 62 formula (Government Code §7522.20);
2. Three (3) year average final compensation period (Government Code §20037);

3. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
4. Military Service Credit as Public Service (Government Code §21024);
5. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cent (\$.93) per pay period (Government Code §21571);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. Employees will pay 50% of the normal cost, currently 5.5% member contribution to CalPERS;
8. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV; and
9. \$500 Retired Death Benefits

Retiree Health Benefit Plan for Employees Hired Before July 1, 2020:

For all employees hired prior to July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code Section 22892(b). In addition, the City will cover the premium cost for retiree-only coverage in the retiree's chosen medical plan.

Effective the first full pay period following the date of MOU approval by City Council the Health reimbursement Account (HRA) will be terminated.

Retiree Health Benefit Plan for Employees Hired on or After July 1, 2020:

For all employees hired on or after July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay only the minimum employer contribution to CalPERS that is required by Government Code section 22892(b).

BILINGUAL PAY

Effective the first full pay period commencing on or after July 1, 2017, the City agrees to increase the bilingual pay amount from one hundred dollars (\$100.00) to one hundred fifty dollars (\$150.00) per month to a persona who is capable of speaking, reading, writing and/or interpreting the language of Spanish, Chinese, Japanese, Vietnamese, Tagalog, and Signing. Qualifying test established by the City shall make determination of capability. Re-testing of individuals will be required to determine bilingual capability in the above stated languages. Only those individuals who score at the level of "Good" or better will be eligible for bilingual pay.

ELECTRONIC DEVICE MONTHLY ALLOWANCE

Effective the first full pay period commencing on or after July 1, 2017, the City will provide an Executive employee an amount of \$100.00 per month to obtain and maintain access to personal electronic communication devices (smart phones, tablets, laptops, etc.) also used for City business.

LONGEVITY PAY

Effective the first full pay period following the date of MOU approval by City Council the City agrees to provide a monthly longevity premium to each eligible employee as follows:

Years of Service	Monthly Premium
Five (5) – Nine (9) Years	\$50
Ten (10) – Fourteen (14) Years	\$100
Fifteen (15) – Nineteen (19) Years	\$150
Twenty (20) – Twenty-four (24) Years	\$200
Twenty-five (25) Years or more	\$250

Part-time longevity will be applied at fifty percent (50%). For example, one year of part-time work cannot count for more than one half year of longevity. Employees hired full-time after July 1, 2020 will not receive part-time credit for longevity. This section is effective upon ratification and shall not result in back pay or retro pay.

ATTENDANCE AND LEAVES

Sick Leave

The general policy for sick leave will be as set forth, for all full-time employees, in Section 11.4 of the Personnel Rules.

Sick leave will accrue at the rate of 3.6923 hours on a biweekly basis and shall be debited on an hourly basis.

Each eligible employee shall elect his/her maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable. Once the election is made by the employee, such excess hours will be removed from the employee's sick leave hours accrual, calculated at their then straight time hourly rate and placed into a sick leave hours bank to be paid at 75% of the total value, with the timing and method of payment to be determined by the City.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave.

Annual Sick Leave Incentive

Sick leave shall accrue on hourly basis of eight (8) hours per month and shall be debited on an hourly usage basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900). At the close of the calendar year, each eligible employee will receive 75% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

Bereavement Leave

Each classification represented by the Association shall receive the equivalent of their workweek per incident, as needed, for a death in their immediate family. Immediate family shall mean and include only the employee's spouse, children, stepchildren, foster children, grandchildren, parents, grandparents, brothers, sisters, State Registered Domestic Partner and spouse's Parents and spouse's grandparents. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement is provided.

Vacation

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City. Employees may be eligible to utilize accrued vacation leave at an earlier time, upon written request to and approval of their department head.

The times during which an employee may take his/her vacation leave shall be determined by the department head with due regard for the wishes of the employee and for the needs of the service.

Employees shall, each calendar year, be required to take a minimum of forty (40) consecutive hours vacation leave. In addition, an employee may, with approval of the appointing authority, use vacation leave in lesser increments during the calendar year.

Employees may accumulate up to a maximum of two (2) vacation periods in any one calendar year for the purpose of a vacation leave. A vacation period is defined as the maximum amount of vacation leave accrued by an employee in any calendar year, in accordance with Subsections (a), (b), (c), (d) and (e), as stated below.

- a. Employees having less than five (5) years of employment (vacation accrual = 96 hours per year) the maximum amount of vacation that may be accumulated shall be 192 hours.
- b. Employees having more than five (5) years of service but less than ten (10) years of employment (vacation accrual = 120 hours per year), the maximum amount of vacation that may be accumulated shall be 240 hours.
- c. Employees having more than ten (10) years but less than fifteen (15) years of employment (vacation accrual = 144 hours per year), the maximum amount of vacation that may be accumulated shall be 288 hours.

- d. Employees having more than fifteen (15) years but less than twenty (20) years of employment (vacation accrual = 168 hours per year), the maximum amount of vacation that may be accumulated shall be 336 hours.
- e. Employees having over twenty (20) years of employment (vacation accrual — 192 hours per year). The maximum amount of vacation that may be accumulated shall be 384 hours.

If the employee, because of business necessity, is not able to utilize excess accrued vacation hours, upon written request to and approval of the Department Head, an employee will be given an extension in order to take his/her vacation. In cases where the employee forfeits vacation leave time at the request of the City, upon approval of the Chief Executive Officer or designated representative(s), said employee shall be compensated for forfeited vacation leave time at the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his/her vacation or to avoid any conflicts.

Business necessity is defined as an urgent operational need requiring the employee's presence, as determined by the Department Head, Human Resources Manager and City Manager.

Human Resources will send out an email reminder on a semi-annual basis reminding employees to routinely check their vacation balances online to determine if they are at a use or lose status.

In the event a legal holiday falls during a vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended or accredited accordingly.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued vacation leave.

Administrative Leave

Effective the first pay period including July 1, 2017, each employee shall receive a maximum of eighty (80) hours of administrative leave with pay each fiscal year. The use of such leave shall be at the reasonable discretion of the employee.

Unused time at the end of each fiscal year, June 30, will be paid during the following month of July with said time being calculated at their then straight time hourly rate.

Holidays

For employees working a 4/10 plan, the following days shall be observed as holidays:

January 1st, the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; December 24th; December 25th; and such other days as may be designated as holidays by motion of the City Council.

If any of the foregoing holidays falls on a Friday and/or Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

Floating Holidays

Employees working a 4/10 plan will receive two (2) ten (10) hour days of floating leave, for a total of twenty (20) hours.

Holiday Bank

At the beginning of each calendar year, the City will determine how many of the set holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number of hours of holiday time ("holiday bank"). Each affected employee will also be credited with the above floating holidays. The actual date for the use of such leave shall be subject to the approval of the Chief Executive Officer. This holiday bank leave can be used in hourly increments and combined with other leave. Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time.

If an employee, because of business necessity, is not able to utilize accrued holiday bank hours, upon written request to, and approval of the Chief Executive Officer, the employee will be paid for any excess hours over his/her maximum holiday bank hours accrual. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid not later than June 30 of the same year.

If an employee separates employment from the City, and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation bank, administrative leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City, and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

DEFERRED COMPENSATION

Effective the first full pay period commencing on or after January 12, 2020, the City will contribute \$150.00 per month to each employee into a City sponsored defined contribution retirement plan.

EXHIBIT D

WAIVER AND RELEASE

I, the undersigned, do hereby acknowledge and attest that I have read and understood Section 4.0 of my Employment Agreement with the City of Baldwin Park, and hereby agree that by accepting severance, I agree to waive all rights to further claims, remedies, or legal action against the City its officers and employees.

In exchange for receipt of the Severance Payment, I and my representatives, heirs, successors, and assigns do hereby completely release and forever discharge the City of Baldwin Park and its related entities and their present and former officers, directors, council members, agents, employees, attorneys, and successors (collectively, "Released Parties") from all claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, known or unknown, mature or unmatured, which I may have now or in the future arising from any act or omission or condition occurring on or prior to the date this waiver is signed whether based on tort, contract (express or implied), or any federal, state, or local law, statute, or regulation (collectively, the "Released Claims"). Released Claims shall also include, but not be limited to, age discrimination claims, claims for wages or other compensation due, severance pay, bonuses, sick leave, vacation pay, life or health insurance, or any other fringe benefit.

Employee knowingly and voluntarily waives any and all rights or benefits that he may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

[By initialing below, the Employee acknowledges that he or she has read and understands this waiver and voluntarily and knowingly is waiving his right under Section 1542 to pursue unknown or unanticipated claims, rights, demands, action obligations, liabilities and causes of action of any kind.]

Initials of Employee _____

Employee shall not file any claim, sue or initiate against any Released Party any compliance review, action, or proceeding, or participate in the same, individually or as a member of a class, under any contract (express or implied), or any federal, state, or local law, statute, or regulation pertaining in any manner to the Released Claims.

Approved and Agreed to By:

EMPLOYEE:



DATE:

12/12/2022

CITY OF BALDWIN PARK:

DATE:

Chief Executive Officer

CITY OF BALDWIN PARK:

DATE:

City Attorney

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Enrique C. Zaldivar, City Manager
DATE: December 21, 2022
SUBJECT: Approval of Employment Agreement with Fabiola Zelaya Melicher for the Position of City Planner

SUMMARY

The attached Agreement for City Planner ("Agreement") with Fabiola Zelaya Melicher is presented for approval by the City Council ascertaining the terms and conditions of employment.

RECOMMENDATION

It is recommended that the City Council approve the Agreement with Fabiola Melicher for the position of City Planner and direct the Mayor and City Clerk to execute it.

FISCAL IMPACT

There is no fiscal impact as the City Planner position has remained vacant since June of 2022 at which time the prior incumbent was promoted to the Community Development Director position, and budgeted funds remain available.

BACKGROUND

Upon the position becoming vacant in June of this year, the City initiated a recruitment to solicit a pool of qualified candidates. Following a thorough review and vetting of the applicants, including an oral interview panel with outside raters, Ms. Melicher was ranked among the top three candidates. Following a second interview with the Community Development Director and the Chief Executive Officer, Ms. Melicher was selected as the finalist. Ms. Melicher has the qualifications and experience for this position. If approved, the Agreement will be effective December 27, 2022.

The Agreement sets the monthly base pay compensation for the City Planner at \$9,701.37 per month which is Step 5 of the salary range as per the City of Baldwin Park Comprehensive Pay Schedule. The City Planner position is expressly defined as "At-Will" and the employee shall serve at the pleasure of the City Council and Chief Executive Officer.

ALTERNATIVES

There is no alternative.

LEGAL REVIEW

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

ATTACHMENTS

1. Fabiola Zelaya Melicher City Planner Agreement

CITY OF BALDWIN PARK
CITY PLANNER
EMPLOYMENT AGREEMENT

This CITY PLANNER EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 21st day of December 2022, by and between the CITY OF BALDWIN PARK, a municipal corporation ("City") and Fabiola Zelaya Melicher, an individual ("Employee").

RECITALS

WHEREAS, pursuant to Baldwin Park Municipal Code Section 31.03 the Chief Executive Officer has the authority, upon consultation and concurrence by the City Council, to appoint certain department heads and managers; and

WHEREAS, pursuant to Baldwin Park Municipal Code Section 33.05, all Unclassified Service Employees, including the City Planner, are At-Will and may be terminated from employment at any time without cause or without right of appeal or hearing, and not covered by the City's Personnel System; and

WHEREAS, at the regular City Council meeting of December 21, 2022, the Chief Executive Officer secured the concurrence of the City Council to execute an employment agreement with Fabiola Zelaya Melicher, to serve as City Planner, which position shall be At-Will and serve at the pleasure of the City Council and Chief Executive Officer; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of services as the City Planner to the City and its related agencies; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's services as the City Planner to the City and its related agencies through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Fabiola Zelaya Melicher as the City Planner to perform the functions and duties as specified in the job description for this position attached hereto as Exhibit "A", and to perform such other legally permissible and proper functions and duties as the Chief Executive Officer shall, from time-to-time, direct or assign. Employee shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote her best efforts and full-time attention thereto.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at

all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of the City Planner will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:30 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus their professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the Chief Executive Officer, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of City Planner.

1.4 Employment Status. Upon appointment to the City Planner position, Employee shall serve at the will and pleasure of the Chief Executive Officer and understands that she shall be an "At-Will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary *Skelly* hearing, except as expressly provided in this Agreement. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the Chief Executive Officer, for any purposes other than the performance of her duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that she is exempt from the City's competitive (Civil Service System), and as such remains an At-Will employee serving at the pleasure of the Chief Executive Officer.

1.7 FLSA Exempt Status. Employee agrees that her position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's initial base compensation shall be \$9,701.37 per month ("Salary"), Step 5 of the City of Baldwin Park's Salary Schedule, to be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for state and federal tax withholdings.

2.2 Annual Salary Review. The Chief Executive Officer, in coordination with the Community Development Department Director, and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 6.2. Upon conclusion of such review, the Chief Executive Officer may, within his discretion, increase Employee's Salary as he deems appropriate not to exceed the maximum of the City Planner salary range in accordance with the City's Salary Schedule.

2.3 Cost of Living Adjustment. Employee shall not be entitled to any cost of living adjustment ("COLA"), except Employee shall be entitled to a COLA when specifically approved for the City Planner position by action of the Baldwin Park City Council.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence their services hereunder at 12:01 a.m. Pacific daylight savings time on December 27, 2022 or such earlier date upon which the Chief Executive Officer and Employee may mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The City hereby employs Employee until their services are terminated as provided for herein.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the Chief Executive Officer with at least thirty (30) days' advance written notice, unless the parties agree to an alternative timeframe. In the event Employee terminates this Agreement, Employee expressly agrees that she shall not be entitled to any severance pay.

3.4 Termination by City. The Chief Executive Officer or someone acting in the capacity as Chief Executive Officer may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The Chief Executive Officer's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline, or termination of the City's employees. Employee expressly waives any rights provided for department heads, and certain managers, under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Planner. Upon appointment to the City Planner position, Employee remains an At-Will employee serving at the pleasure of the Chief Executive Officer.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business

days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful, and intentional failure to carry out materially significant and legally constituted direction of the Chief Executive Officer or the policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, and 13) "abuse of office or position" as defined in Government Code Section 53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by Chief Executive Officer Without Cause. By providing Employee at least thirty (30) days' prior written notice thereof, the City may terminate Employee without cause. In the event Employee is terminated without cause, Employee expressly agrees that they shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. In the event the Chief Executive Officer terminates Employee's employment as City Planner pursuant to this Agreement, and if Employee is not otherwise in breach of the terms of this agreement, and if Employee executes a written waiver (Attached Exhibit D) of any and all claims the Employee may have against the City, including but not limited to, a Civil Code Section 1542 waiver, then and only then the City shall pay a lump sum cash payment equal to three (3) months base salary only, with no benefits included in the severance calculation ("Severance Pay") to Employee. Only base salary will be used to calculate the three months' severance. However, the City shall be relieved of its obligation to pay Severance Pay if Employee is terminated for malfeasance in carrying out the duties obligated under this Agreement or if the Employee is convicted of any illegal act involving moral turpitude or personal gain or if Employee refuses to sign a complete waiver releasing the City of any and all claims the Employee may have against the City. Employee shall also be entitled to any

accrued compensable leave as Employee may have accumulated, subject to Section 6 of this Agreement and consistent with the Unclassified Managers Benefits Matrix and/or City Personnel Rules.

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein.

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City's personnel. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.3 above), nor shall this Section 6.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The Chief Executive Officer shall review and evaluate the performance of Employee, as drafted by the Community Development Director, annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the Chief Executive Officer's and Community Development Director's consideration at those times established by the Chief Executive Officer, but at least annually, Employee's proposed performance goals and objectives and incorporate the Chief Executive Officer's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The Chief Executive Officer and/or the Community Development Director may, at his/her sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at his sole discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Provision of Benefits. The Employee shall receive all fringe benefits as are defined in the City of Baldwin Park's Unclassified Manager's Benefits Matrix, Effective July 1, 2021, as approved by the City Council, attached as "Exhibit" C.

6.2 Changes to Benefits. To the extent the benefits enumerated in this Section 6.0 are increased, decreased, modified, or eliminated by the City Council, said increase,

decrease, modification or elimination of said benefits shall be applicable to Employee at the time it becomes effective.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the Chief Executive Officer.

7.2 Out-of-Town Meetings & Seminars. The City agrees to reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to her employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the Chief Executive Officer and/or the Community Development Director may, in his/her sole discretion, approve such unbudgeted expenditures if s/he deems it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to her employment with City in accordance with the City's policies for expense reimbursement.

7.4 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

7.5 Approval by Chief Executive Officer. To be eligible to receive reimbursement for the memberships and travel and other expenses incurred pursuant to this Section 8.0, Employee shall obtain advance approval of the Chief Executive Officer or his/her designee.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval, except where Chief Executive Officer approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

Chief Executive Officer (CEO)
City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, California 91706

To Employee:

Fabiola Zelaya Melicher
[On file with Human Resources Division.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to the termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of her or her office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "B".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

[Signatures on following page]

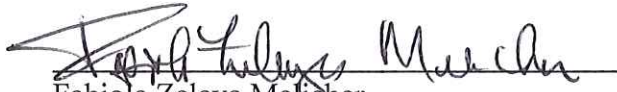
IN WITNESS WHEREOF, the City of Baldwin Park has caused this Agreement to be signed and executed on its behalf by its Chief Executive Officer, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF BALDWIN PARK

Enrique C. Zaldivar, Chief Executive Officer
Chief Executive Officer

Date

EMPLOYEE


Fabiola Zelaya Melcher

12/12/2022
Date

ATTEST

Christopher Saenz, City Clerk

Date

APPROVED AS TO FORM

Marco Martinez, City Attorney

Date

EXHIBIT A

[City Planner Job Description on following page]

CITY PLANNER

DEFINITION

To plan, supervise, and manage the activities of the Planning Division of the Community Development Department; to assist in planning, zoning and land use activities for the City; to represent the City; to assist in negotiations related to land use and development; to facilitate the process of making the City of Baldwin Park a more livable and sustainable City.

SUPERVISION RECEIVED AND EXERCISED

Administrative direction is provided by the Director of Community Development.

Responsibilities include direct supervision of professional, technical, and clerical staff.

EXAMPLES OF DUTIES (Depending upon assignment, duties may include:)

Assist in the development and implementation of goals, objectives, policies and priorities related to the City's land use planning and control programs.

Assist in representing the City in development and land use matters; participate in numerous public meetings.

Prepare agenda items for the City Council, Planning Commission and other Committees, Commissions and Boards involved in land use, development, redevelopment and general planning activities.

Provide technical advice to the Community Development Director, City Manager, City Council, other City departments, and civic groups on planning, zoning enforcement and related matters.

Prepare and administer the Planning division budget.

Administer and enforce the City's environmental impact review procedures.

Research complex planning problems and prepare a variety of comprehensive reports.

Respond to citizen inquiries, complaints and requests for information.

Supervise and resolve planning and administrative policy questions.

Supervise, train and evaluate assigned staff.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

Principles and practices of urban planning; urban design, neo-traditional planning.

Research methods and sources of information related to urban growth and development.

Public participation and community engagement.

Laws underlying general plans, CEQA and environmental matters, zoning, entitlement and land use divisions.

Principles of organization, administration, budget and personnel management.

Ability to:

Plan, assign, coordinate and supervise the work of professional, technical and clerical personnel.

Interpret planning and zoning programs to the general public.

Manage, develop, and monitor division budget.

Communicate clearly and concisely, orally and in writing.

Identify, coordinate and resolve a wide variety of interests in the development of land use policy.

Establish and maintain effective relationships with City officials, other governmental agencies, citizens and the public.

Operate a computer and utilize a variety of software programs such as Microsoft Word, Excel, Photoshop, GIS, and Powerpoint.

Experience and Education

The minimum qualifications required for this position are:

Experience:

Five years of progressively responsible experience in municipal planning, including two years in supervisory capacity are required.

Education:

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in planning or related field considered useful in City planning.

Master Degree in appropriate field of study may substitute for one year of practical experience.

EXHIBIT B

GOVERNMENT CODE SECTION 53243-53243.4 and 53260(a)

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

53260. (a) All contracts of employment between an employee and a local agency employer shall include a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

EXHIBIT C

UNCLASSIFIED MANAGERS
BENEFITS MATRIX

**EXECUTIVE EMPLOYEES
BENEFIT MATRIX**

ATTACHMENT A

COST OF LIVING ADJUSTMENTS

The following unadjusted base salary shall receive the following:

COLA

Effective July 1, 2021 - 2% COLA plus - \$5,000 premium

Effective July 1, 2022 – 3% COLA

Effective July 1, 2023 - 3% COLA

INSURANCES/SUPPLEMENTAL WAGE PAYMENTS

Benefits Plan

Effective the first full pay period commencing on or after January 12, 2020, the City will contribute a sum not to exceed \$1,625 per month for each Executive employee towards benefits as detailed below:

The employee is required to maintain a minimum coverage for himself/herself in a plan of his or her choice, unless the employee can show proof of adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than the City's monthly contribution, such employee will have an option to have the excess monies placed toward an existing benefit program. These options include:

1. Placement in a City provided health insurance plan for self, two (2) party or family coverage.
2. Placement in a City provided dental insurance plan for self, two (2) party or family coverage.
3. Placement spread over a combination of the options listed above.
4. Elect to receive any excess monies in cash, which will be considered as taxable income, or
5. Elect to place the excess cash monies in a City provided deferred compensation program.

Benefits Plan for Elected Officials

Effective the first full pay period commencing on or after January 20, 2021, the City will contribute a sum not to exceed \$1,625 per month for each Elected Official towards benefits as detailed below:

The employee is required to maintain a minimum coverage for himself/herself in a plan of his or her choice, unless the employee can show proof of adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than

the City's monthly contribution, such employee will have an option to have the excess monies placed toward an existing benefit program. These options include:

- 1) Use funds to purchase City sponsored Health dental and/or vision insurance
- 2) Be reimbursed for purchasing Health, Dental, vision insurance on the open market (not through the city) and/or
- 3) Deposit funds into the City sponsored Retirement Plan

****Special Note for Elected Officials: COLA's, Premium bonuses or any other Cash out of benefits as taxable income is not permitted under the law***

Vision Plan

Effective the first full pay period commencing on or after July 1, 2017, the City will provide a vision plan, and will contribute up to a maximum premium cost of \$37.55 per month.

Life Insurance

The City will provide term life insurance in the face amount of \$100,000.

Long-Term Disability and Short Term Disability

The City will provide long-term and short-term disability insurance coverage as set forth in the plan on file in the Personnel Services Office.

RETIREMENT

Retirement — Miscellaneous Employees

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement.

Retirement — Sworn Employees

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement account.

Retiree Health Benefit Plan for Employees Hired Before July 1, 2020:

For all employees hired prior to July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code Section 22892(b). In addition, the City will also pay the premium cost for retiree-only coverage in the retiree's chosen medical plan.

Effective the first full pay period following the date of MOU approval by City Council the Health reimbursement Account (HRA) will be terminated.

Retiree Health Benefit Plan for Employees Hired on or After July 1, 2020:

For all employees hired on or after July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay only the minimum employer contribution to CalPERS that is required by Government Code section 22892(b).

TRANSPORTATION ALLOWANCE

Effective the first full pay period commencing on or after July 1, 2017, the City will provide an Executive employee an amount of \$500.00 per month transportation allowance except for the Police Chief who may choose a take-home, City-owned vehicle. Included is the use of a City provided take home vehicle so that employee may respond to emergencies. The use of a City vehicle does not include personal vacations and does not include personal travel a distance more than a 50 mile radius from the City. Transportation allowance may be used for public or alternative transportation.

ELECTRONIC DEVICE MONTHLY ALLOWANCE

Effective the first full pay period commencing on or after July 1, 2017, the City will provide an Executive employee an amount of \$150.00 per month to obtain and maintain access to personal electronic communication devices (smart phones, tablets, laptops, etc.) also used for City business.

LONGEVITY PAY

Effective the first full pay period following the date of MOU approval by City Council the City agrees to provide a monthly longevity premium to each eligible employee as follows:

Years of Service	Monthly Premium
Five (5) – Nine (9) Years	\$50
Ten (10) – Fourteen (14) Years	\$100
Fifteen (15) – Nineteen (19) Years	\$150
Twenty (20) – Twenty-four (24) Years	\$200
Twenty-five (25) Years or more	\$250

Part-time longevity will be applied at fifty percent (50%). For example, one year of part-time work cannot count for more than one half year of longevity. Employees hired full-time after July 1, 2020 will not receive part-time credit for longevity. This section is effective upon ratification and shall not result in back pay or retro pay.

ATTENDANCE AND LEAVES

Sick Leave

The general policy for sick leave will be as set forth, for all full-time employees, in Section 11.4 of the Personnel Rules.

Sick leave will accrue at the rate of 3.6923 hours on a biweekly basis and shall be debited on an hourly basis.

Effective September 7, 1994, each eligible employee shall elect their maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave hours accrual bank.

Annual Sick Leave Incentive

Sick leave shall accrue on hourly basis of eight (8) hours per month and shall be debited on an hourly usage basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900).

At the close of the calendar year, each eligible employee will receive 75% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

Vacation

All Executive employees shall accrue vacation leave in accordance with the following:

- a. Employees having less than five (5) years of service with the City: 3.6923 hours on a biweekly basis for time actually worked.
- b. Employees having more than five (5) years of service but less than ten (10) years of service with the City: 4.6154 hours on a biweekly basis for time actually worked.
- c. Employees having more than ten (10) years but less than fifteen (15) years of service with the City: 5.5385 hours on a biweekly basis for time actually worked.
- d. Employees having more than fifteen (15) years but less than twenty (20) years of service with the City: 6.4615 hours on a biweekly basis for time actually worked.
- e. Employees having over twenty (20) years of service with the City: 7.3846 hours on a biweekly basis for time actually worked.

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City.

Executive Employees will be allowed to bank excess vacation accrual time for business necessity reasons only. Business necessity is defined as an urgent operational need requiring the employee's presence, as determined by the City Manager.

Human Resources will send out an email reminder on a semi-annual basis reminding employees to routinely check their vacation balances online to determine if they are at a use or lose status.

Bereavement Leave

Each Executive employee shall receive the equivalent of their workweek per incident, as needed, for a death in his or her immediate family. Immediate family shall mean and include only the employee's spouse, children, step-children, parents, spouse's parents, grandparents, spouse's grandparents, brothers and sisters. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement be provided.

Administrative Leave

Effective July 1, 2017, the CEO shall receive a maximum of one hundred twenty-five (125) hours of administrative leave. Payouts for unused time is discretionary and can be paid out at any time during each fiscal year. All other Executive employees shall receive a maximum of one hundred twenty (120) hours of administrative leave each fiscal year. For all other Executive employees, unused time at the end of each fiscal year, June 30th, will be paid during the following month of July with said time being calculated at their then straight time hourly rate.

Holidays

All Executive employees are currently working on an alternate work schedule of four (4) days, ten (10) hours. While assigned to such work schedule, the following days shall be observed as holidays:

January 1st, the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; December 24th; December 25th; and such other days as may be designated as holidays by motion of the City Council.

If any of the foregoing holidays falls on a Friday and/or Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

Floating Holidays

For each Executive employee working the 4/10 plan such employee will receive two (2) ten (10) hour days of floating leave, for a total of 20 hours.

Holiday Bank

At the beginning of each calendar year, the City will determine how many of the set holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number

of hours of holiday time ("Holiday Bank"). Each affected employee will also be credited with the above floating holidays. For Executive Employees working the four (4) day, ten (10) hour alternate work schedule, the holiday bank will be calculated at ten (10) hours per holiday.

Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid no later than June 30 of the same year.

If an employee separates employment from the City, and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation bank, administrative leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City, and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

Compensation for Accrued Leave Time

Notwithstanding the maximum accruals established for vacation, administrative leave and holiday bank, Executive employees may accrue up to a maximum of three (3) months of additional paid leave time composed of a combination of vacation, administrative leave and/or holiday bank time.

DEFERRED COMPENSATION

Effective the first full pay period commencing on or after January 12, 2020, the City will contribute \$750.00 per month to each employee into a City sponsored defined contribution retirement plan.

**UNCLASSIFIED MANAGERS
BENEFITS MATRIX**

ATTACHMENT B

COST OF LIVING ADJUSTMENTS

The following unadjusted base salary shall receive the following:

COLA

Effective July 1, 2021 - 2% COLA plus - \$5,000 premium

Effective July 1, 2022 – 3% COLA

Effective July 1, 2023 - 3% COLA

INSURANCES/SUPPLEMENTAL WANE PAYMENTS

Benefits Plan

Effective the first full pay period commencing on or after July 1, 2017, the maximum amount of monies that are eligible for cash out shall be capped at \$1,200 per month.

Effective the first full pay period commencing on or after July 1, 2017, the City's contribution to medical and dental premiums shall be increased to \$1,400 per month.

The employee is required to maintain a minimum coverage for himself/herself in a plan of their choice unless the employee can show proof they have adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than the City's monthly contribution, such employee will have an option to have the excess monies placed toward an existing benefit program. These options include:

1. Placement in a City provided health insurance plan for self, two (2) party or family coverage;
2. Placement in a City provided dental insurance plan for self, two (2) party or family coverage;
3. Placement spread over a combination of the options listed above;
4. Elect to receive any excess monies in cash, which will be considered as taxable income; or
5. Elect to place the excess cash monies in a City provided deferred compensation program.

Vision Plan

Effective the first full pay period commencing on or after July 1, 2017, the City will provide a vision plan to all affected employees, and will contribute up to a maximum premium cost of \$37.55 per month. If the premium exceeds the amount, then the employee shall be responsible to pay the difference in excess of \$37.55.

Life Insurance

The City will provide term life insurance in the face amount of \$60,000 effective April 6, 2016.

The City will provide a supplemental life insurance program to enable employees to purchase additional life insurance at the employee's cost and no contribution from the City.

Long-Term Disability and Short Term Disability

The City will provide each employee with long-term disability insurance coverage as set forth in the plan on file in the Human Resources Office. Effective June 1, 1993, affected employees will be eligible to receive benefits commencing on the 31st day of non-work related injury or illness, and employees will be eligible to receive a maximum benefit of 66 2/3% of their current base salary up to a maximum of \$5,000 per month.

RETIREMENT

Employees Hired Before January 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2.7% @ 55 retirement formula (Government Code §21354.4);
2. Single highest year final compensation (Government Code §20042);
3. Military service credit as public service option (Government Code §21024);
4. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cents (\$.93) per pay period (Government Code §21571);
5. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV; and
8. \$500 Retired Death Benefits.

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement account.

New CalPERS Members Hired On or After January 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2% at 62 formula (Government Code §7522.20);
2. Three (3) year average final compensation period (Government Code §20037);

3. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
4. Military Service Credit as Public Service (Government Code §21024);
5. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cent (\$.93) per pay period (Government Code §21571);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. Employees will pay 50% of the normal cost, currently 5.5% member contribution to CalPERS;
8. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV; and
9. \$500 Retired Death Benefits

Retiree Health Benefit Plan for Employees Hired Before July 1, 2020:

For all employees hired prior to July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code Section 22892(b). In addition, the City will cover the premium cost for retiree-only coverage in the retiree's chosen medical plan.

Effective the first full pay period following the date of MOU approval by City Council the Health reimbursement Account (HRA) will be terminated.

Retiree Health Benefit Plan for Employees Hired on or After July 1, 2020:

For all employees hired on or after July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay only the minimum employer contribution to CalPERS that is required by Government Code section 22892(b).

BILINGUAL PAY

Effective the first full pay period commencing on or after July 1, 2017, the City agrees to increase the bilingual pay amount from one hundred dollars (\$100.00) to one hundred fifty dollars (\$150.00) per month to a persona who is capable of speaking, reading, writing and/or interpreting the language of Spanish, Chinese, Japanese, Vietnamese, Tagalog, and Signing. Qualifying test established by the City shall make determination of capability. Re-testing of individuals will be required to determine bilingual capability in the above stated languages. Only those individuals who score at the level of "Good" or better will be eligible for bilingual pay.

ELECTRONIC DEVICE MONTHLY ALLOWANCE

Effective the first full pay period commencing on or after July 1, 2017, the City will provide an Executive employee an amount of \$100.00 per month to obtain and maintain access to personal electronic communication devices (smart phones, tablets, laptops, etc.) also used for City business.

LONGEVITY PAY

Effective the first full pay period following the date of MOU approval by City Council the City agrees to provide a monthly longevity premium to each eligible employee as follows:

Years of Service	Monthly Premium
Five (5) – Nine (9) Years	\$50
Ten (10) – Fourteen (14) Years	\$100
Fifteen (15) – Nineteen (19) Years	\$150
Twenty (20) – Twenty-four (24) Years	\$200
Twenty-five (25) Years or more	\$250

Part-time longevity will be applied at fifty percent (50%). For example, one year of part-time work cannot count for more than one half year of longevity. Employees hired full-time after July 1, 2020 will not receive part-time credit for longevity. This section is effective upon ratification and shall not result in back pay or retro pay.

ATTENDANCE AND LEAVES

Sick Leave

The general policy for sick leave will be as set forth, for all full-time employees, in Section 11.4 of the Personnel Rules.

Sick leave will accrue at the rate of 3.6923 hours on a biweekly basis and shall be debited on an hourly basis.

Each eligible employee shall elect his/her maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable. Once the election is made by the employee, such excess hours will be removed from the employee's sick leave hours accrual, calculated at their then straight time hourly rate and placed into a sick leave hours bank to be paid at 75% of the total value, with the timing and method of payment to be determined by the City.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave.

Annual Sick Leave Incentive

Sick leave shall accrue on hourly basis of eight (8) hours per month and shall be debited on an hourly usage basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900). At the close of the calendar year, each eligible employee will receive 75% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

Bereavement Leave

Each classification represented by the Association shall receive the equivalent of their workweek per incident, as needed, for a death in their immediate family. Immediate family shall mean and include only the employee's spouse, children, stepchildren, foster children, grandchildren, parents, grandparents, brothers, sisters, State Registered Domestic Partner and spouse's Parents and spouse's grandparents. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement is provided.

Vacation

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City. Employees may be eligible to utilize accrued vacation leave at an earlier time, upon written request to and approval of their department head.

The times during which an employee may take his/her vacation leave shall be determined by the department head with due regard for the wishes of the employee and for the needs of the service.

Employees shall, each calendar year, be required to take a minimum of forty (40) consecutive hours vacation leave. In addition, an employee may, with approval of the appointing authority, use vacation leave in lesser increments during the calendar year.

Employees may accumulate up to a maximum of two (2) vacation periods in any one calendar year for the purpose of a vacation leave. A vacation period is defined as the maximum amount of vacation leave accrued by an employee in any calendar year, in accordance with Subsections (a), (b), (c), (d) and (e), as stated below.

- a. Employees having less than five (5) years of employment (vacation accrual = 96 hours per year) the maximum amount of vacation that may be accumulated shall be 192 hours.
- b. Employees having more than five (5) years of service but less than ten (10) years of employment (vacation accrual = 120 hours per year), the maximum amount of vacation that may be accumulated shall be 240 hours.
- c. Employees having more than ten (10) years but less than fifteen (15) years of employment (vacation accrual = 144 hours per year), the maximum amount of vacation that may be accumulated shall be 288 hours.

- d. Employees having more than fifteen (15) years but less than twenty (20) years of employment (vacation accrual = 168 hours per year), the maximum amount of vacation that may be accumulated shall be 336 hours.
- e. Employees having over twenty (20) years of employment (vacation accrual — 192 hours per year). The maximum amount of vacation that may be accumulated shall be 384 hours.

If the employee, because of business necessity, is not able to utilize excess accrued vacation hours, upon written request to and approval of the Department Head, an employee will be given an extension in order to take his/her vacation. In cases where the employee forfeits vacation leave time at the request of the City, upon approval of the Chief Executive Officer or designated representative(s), said employee shall be compensated for forfeited vacation leave time at the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his/her vacation or to avoid any conflicts.

Business necessity is defined as an urgent operational need requiring the employee's presence, as determined by the Department Head, Human Resources Manager and City Manager.

Human Resources will send out an email reminder on a semi-annual basis reminding employees to routinely check their vacation balances online to determine if they are at a use or lose status.

In the event a legal holiday falls during a vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended or accredited accordingly.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued vacation leave.

Administrative Leave

Effective the first pay period including July 1, 2017, each employee shall receive a maximum of eighty (80) hours of administrative leave with pay each fiscal year. The use of such leave shall be at the reasonable discretion of the employee.

Unused time at the end of each fiscal year, June 30, will be paid during the following month of July with said time being calculated at their then straight time hourly rate.

Holidays

For employees working a 4/10 plan, the following days shall be observed as holidays:

January 1st, the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; December 24th; December 25th; and such other days as may be designated as holidays by motion of the City Council.

If any of the foregoing holidays falls on a Friday and/or Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

Floating Holidays

Employees working a 4/10 plan will receive two (2) ten (10) hour days of floating leave, for a total of twenty (20) hours.

Holiday Bank

At the beginning of each calendar year, the City will determine how many of the set holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number of hours of holiday time ("holiday bank"). Each affected employee will also be credited with the above floating holidays. The actual date for the use of such leave shall be subject to the approval of the Chief Executive Officer. This holiday bank leave can be used in hourly increments and combined with other leave. Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time.

If an employee, because of business necessity, is not able to utilize accrued holiday bank hours, upon written request to, and approval of the Chief Executive Officer, the employee will be paid for any excess hours over his/her maximum holiday bank hours accrual. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid not later than June 30 of the same year.

If an employee separates employment from the City, and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation bank, administrative leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City, and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

DEFERRED COMPENSATION

Effective the first full pay period commencing on or after January 12, 2020, the City will contribute \$150.00 per month to each employee into a City sponsored defined contribution retirement plan.

EXHIBIT D

WAIVER AND RELEASE

I, the undersigned, do hereby acknowledge and attest that I have read and understood Section 4.0 of my Employment Agreement with the City of Baldwin Park, and hereby agree that by accepting severance, I agree to waive all rights to further claims, remedies, or legal action against the City its officers and employees.

In exchange for receipt of the Severance Payment, I and my representatives, heirs, successors, and assigns do hereby completely release and forever discharge the City of Baldwin Park and its related entities and their present and former officers, directors, council members, agents, employees, attorneys, and successors (collectively, "Released Parties") from all claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, known or unknown, mature or unmatured, which I may have now or in the future arising from any act or omission or condition occurring on or prior to the date this waiver is signed whether based on tort, contract (express or implied), or any federal, state, or local law, statute, or regulation (collectively, the "Released Claims"). Released Claims shall also include, but not be limited to, age discrimination claims, claims for wages or other compensation due, severance pay, bonuses, sick leave, vacation pay, life or health insurance, or any other fringe benefit.

Employee knowingly and voluntarily waives any and all rights or benefits that he may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

[By initialing below, the Employee acknowledges that he or she has read and understands this waiver and voluntarily and knowingly is waiving his right under Section 1542 to pursue unknown or unanticipated claims, rights, demands, action obligations, liabilities and causes of action of any kind.]

Initials of Employee _____

Employee shall not file any claim, sue or initiate against any Released Party any compliance review, action, or proceeding, or participate in the same, individually or as a member of a class, under any contract (express or implied), or any federal, state, or local law, statute, or regulation pertaining in any manner to the Released Claims.

Approved and Agreed to By:

EMPLOYEE:



DATE:

12/12/2022

CITY OF BALDWIN PARK:

DATE:

Chief Executive Officer

CITY OF BALDWIN PARK:

DATE:

City Attorney

STAFF REPORT



TO: Chair and Members of the Successor Agency
FROM: Rose Tam, Director of Finance
DATE: December 21, 2022
SUBJECT: Successor Agency To The Dissolved Community Development Commission of The City of Baldwin Park Warrants and Demands

SUMMARY

Attached is the Warrants and Demands Register for the Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park to be ratified by the City Council.

RECOMMENDATION

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

FISCAL IMPACT

The total of the attached Warrants Register for Successor Agency of the City of Baldwin Park was \$3211.50.

BACKGROUND

The attached Claims and Demands 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 November 4 to December 8, 2022, Successor Agency Warrant with check number 13594 through 13599 in the total amount of \$3211.50 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

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

ATTACHMENTS

1. Check Register



City of Baldwin Park, CA

Check Register

By (None)

Payment Dates 11/4/2022 - 12/8/2022

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
13594	11/10/2022	HARRELL & COMPANY ADVIS	2021-22 ANNUAL DEBT TRAN	838-00-000-51101-14900	750.00
13595	11/23/2022	CHRISTENSEN & SPATH LLP	PROFESSIONAL SERVICES FOR	890-40-131-51102-62115	870.00
13595	11/23/2022	CHRISTENSEN & SPATH LLP	LEGAL ADVISE/ REPRESENTATI	890-40-131-51102-62115	150.00
13596	11/23/2022	JWA URBAN CONSULTANTS IN	AS-NEEDED PROFESSIONAL SE	890-40-440-51101-14405	841.50
13597	11/30/2022	HONG TAM	2023 CSMFO ANNUAL CONFE	838-20-210-53200-14470	300.00
13598	12/01/2022	CHRISTENSEN & SPATH LLP	LEGAL ADVISE/REPRESENTATI	890-40-131-51102-62115	150.00
13599	12/01/2022	HR DYNAMICS & PERFORMAN	HUMAN RESSOURCES CONSU	806-10-150-51100-14470	150.00
Grand Total:					<u>3,211.50</u>

Report Summary

Fund Summary

Fund	Payment Amount
806 - SIERRA VISTA CAPITAL PRJ	150.00
838 - BP MERGED 2017 REFINANCE	1,050.00
890 - LOW-MOD INCOME HOUSING	2,011.50
Grand Total:	<u>3,211.50</u>

Account Summary

Account Number	Account Name	Payment Amount
806-10-150-51100-14470	CONSULTANT SERVICES	150.00
838-00-000-51101-14900	PROFESSIONAL SERVICE	750.00
838-20-210-53200-14470	EDUCATION & TRAINING	300.00
890-40-131-51102-62115	LEGAL SERVICES	1,170.00
890-40-440-51101-14405	PROFESSIONAL SERVICE	841.50
Grand Total:		<u>3,211.50</u>

Project Account Summary

Project Account Key	Payment Amount
None	3,211.50
Grand Total:	<u>3,211.50</u>

STAFF REPORT



TO: Chair and Members of the Successor Agency
FROM: Rose Tam, Director of Finance
DATE: December 21, 2022
SUBJECT: Treasurer's Report – October 2022

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

None

BACKGROUND

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

LEGAL REVIEW

Not Applicable

ATTACHMENTS

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
10/31/2022

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	1.772%	Varies	Varies	\$ 40,058,401.48	\$ 40,058,401.48	\$ 40,058,401.48	\$ 40,058,401.48
Housing Authority	1.772%	Varies	Varies	14,209.07	14,209.07	14,209.07	14,209.07
				<u>40,072,610.55</u>	<u>40,072,610.55</u>	<u>40,072,610.55</u>	<u>40,072,610.55</u>
<u>Federal Farm CR BKS Bond</u>	4.125%	9/26/2022	10/17/2023	3,000,000.00	3,000,000.00	3,000,000.00	2,980,890.00
Mutual Securities				<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>2,980,890.00</u>
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,752,606.05	6,752,606.05	6,752,606.05	6,752,606.05
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	2,671.48	2,671.48	2,671.48	2,671.48
				<u>6,755,277.53</u>	<u>6,755,277.53</u>	<u>6,755,277.53</u>	<u>6,755,277.53</u>
				<u>\$ 49,827,888.08</u>	<u>\$ 49,827,888.08</u>	<u>\$ 49,827,888.08</u>	<u>\$ 49,808,778.08</u>
Total Investments						\$ 49,827,888.08	
<u>Cash with Bank of the West</u>							
City Checking (General)						8,000,012.28	
Money Market Plus						7,001,769.93	
City Miscellaneous Cash (W/C, P/R)						659,904.72	
Successor Agency						333,203.12	
Housing Authority						<u>830,142.99</u>	
Total Cash with Bank of the West						16,825,033.04	
Investment Brokerage Capital Reserves (Dividend Option Cash)						258,959.79	
Total Cash and Investments						<u>\$ 66,911,880.91</u>	

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

* There was no investment maturity/purchase transactions made for the month of October 2022 and several deposits/withdrawals were made through the Local Agency Investment Fund.

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

Approved by:

Rose Tam
Director of Finance

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
DATE: December 21, 2022
SUBJECT: Approval Of The Recognized Obligation Payment Schedule (ROPS 23-24) For The Period From July 1, 2023 To June 30, 2024 And Administrative Budget

SUMMARY

With the dissolution of local redevelopment agencies, the current state law requires the City Council acting as the governing body of the Successor Agency (SA) to the Dissolved Community Development Commission of the City of Baldwin Park ("CDC") with respect to redevelopment agency matters to review and approve an annual Recognized Obligation Payment Schedule (ROPS). After review and approval by the City Council acting as the Successor Agency, the ROPS must be approved by the Oversight Board and submitted to the County Auditor-Controller, the State Department of Finance (DOF), and the State Controller's Office. The Successor Agency is also required to approve an administrative budget in an amount not to exceed the maximum permitted under the Redevelopment Dissolution Act. Attached is the ROPS 23-24 for the period from July 1, 2023 through June 30, 2024 and the Administrative Budget for Fiscal Year 2023-24 for the Successor Agency's Board approval.

RECOMMENDATION

Staff recommends the City Council, as governing body of the SA:

1. Approve the estimated ROPS 23-24 for the period of July 1, 2023 through June 30, 2024 and replace the final ROPS 23-24 once the State DOF fixes its website for the ROPS template; and,
2. Adopt the Successor Agency Administrative Budget for Fiscal Year 2023-24; and,
3. Adopt Resolution N0. 2022-020
4. Direct staff to proceed with submitting the final ROPS 23-24 to the LA County First District Consolidated Oversight Board for approval no later than January 9, 2023; and,
5. Send the approved ROPS 23-24 to the County Executive Office, County Auditor Controller, the State Controller, and DOF by February 1, 2023; and,
6. Instruct staff to post the approved ROPS 23-24 on the City's website.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The SA is requesting to receive an estimated \$1,500,000 for the Fiscal Year 2023-24 enforceable obligations from the Redevelopment Property Tax Trust Fund (RPTTF) distributed by the County of Los Angeles per AB 26. However, these amounts are subject to approval of the California Department of Finance (DOF).

BACKGROUND

Assembly Bill X1 26 ("AB 26") was drafted with recognition that redevelopment agencies had a variety of debts and obligations that still must be met in order to avoid causing harm to the persons to whom

those debts and obligations are owed. Successor agencies are supposed to receive tax revenues from the county auditors in order to ensure those obligations, referred to in AB 26 as “enforceable obligations,” will be met. In order to enable the County of Los Angeles to determine how much tax revenue a successor agency needs to meet its enforceable obligations; AB 26 requires the preparation of a series of schedules of enforceable obligations.

Under AB 26, a ROPS must be prepared and presented to the City Council as the governing body of the successor agency for approval for each six-month period, from January 1 through June 30 and from July 1 through December 31, until all of the Commission’s enforceable obligations have been paid in full. However, pursuant to the recently adopted SB 107, a single annual ROPS must now be submitted for each fiscal year from July 1 through June 30. The approved ROPS is then submitted to the LA County First District Consolidated Oversight Board for approval. Following Oversight Board approval, the ROPS is sent to the Department of Finance and other agencies. On June 27, 2012, AB 1484 was enacted providing technical amendments, new rules and new deadlines for the redevelopment dissolution process.

As such, the SA must submit an Oversight Board approved ROPS 23-24 for the period of July 1, 2023 through June 30, 2024 to the DOF no later than February 1, 2023. If the ROPS is not submitted on time, there will be a civil penalty of \$10,000 per day for every day that the ROPS is not submitted to the DOF. The penalty is to be paid to the County Auditor-Controller for distribution to the taxing entities.

The SA must notify the County Executive Officer, the County Auditor Controller, and DOF, at the same time the SA submits a proposed action to the Oversight Board for approval. Also, all actions taken by the Oversight Board must be adopted by resolution.

ALTERNATIVES

State Law requires the City Council acting as Board Members of the SA to the Dissolved Community Development Commission to approve the ROPS 23-24 in order for the City to pay for CDC’s obligations and administrative costs. If the ROPS 23-24 are not approved and submitted to the DOF by February 1, 2023 there is civil penalty of \$10,000 a day until it is submitted. In addition, the SA would be unable to pay the obligations. This would cause former RDA bonds to go into default.

LEGAL REVIEW

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

ATTACHMENTS

- 1) ROPS 23-24 for the period from July 1, 2023 to June 30, 2024 (will be submitted once the State DOF website is fixed for the agency to download the ROPS)
- 2) Successor Agency Administrative Budget FY 2023-24
- 3) RESOLUTION NO. 2022-020

**City of Baldwin Park Successor Agency
Administrative Budget for Fiscal Year 2023-24**

	Admin Cost	Hourly Rate	SA Hours	% of Time Spent on SA
<u>Successor Agency: Non-Housing</u>				
<u>Personnel Cost</u>				
City Council (Includes Mayor)	\$ 4,872	N/A	N/A	2.00%
City Treasurer	\$ 687	N/A	N/A	2.00%
City Clerk	\$ 687	N/A	N/A	2.00%
Chief Deputy City Clerk	\$ 1,221	\$ 58.70	21	1.00%
Chief Executive Officer	\$ 3,936	\$ 189.25	21	1.00%
Director of Community Development	\$ 5,037	\$ 121.07	42	2.00%
Management Analyst	\$ 2,700	\$ 64.90	42	2.00%
Human Resources / Risk Manager	\$ 1,780	\$ 85.55	21	1.00%
Human Resources Technician	\$ 982	\$ 47.21	21	1.00%
Director of Finance	\$ 47,321	\$ 151.67	312	15.00%
Accounting Manager	\$ 3,537	\$ 85.02	42	2.00%
Accountant	\$ 1,305	\$ 62.73	21	1.00%
Accountant	\$ 3,839	\$ 61.52	62	3.00%
Management Analyst	\$ 6,546	\$ 62.94	104	5.00%
Payroll Specialist	\$ 3,461	\$ 55.47	62	3.00%
Senior Finance Clerk	\$ 1,071	\$ 51.47	21	1.00%
Senior Finance Clerk	\$ 1,102	\$ 52.98	21	1.00%
Senior Finance Clerk	\$ 912	\$ 43.86	21	1.00%
Total Personnel Cost	\$ 90,996			
<u>Operating Administrative Costs</u>				
Consulting Services (Harrell & Co	2,000			
Legal Fee	5,000			
Audit Fee	9,841			
Facility Rental	15,000			
Information & Support Services Charges	4,095			
Internal Insurance Charges	7,280			
Oversight Board (Copies, Printing, &	600			
Training	300			
Total Operating Administrative Costs	\$ 44,115			
Total Successor Agency	135,111			

RESOLUTION NO. 2022-020

A RESOLUTION OF THE LOS ANGELES COUNTY FIRST SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 23-24 FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024 FOR THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPEMENT AGENCY TO THE CITY OF BALDWIN PARK

WHEREAS, pursuant to ABx 1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 ("Dissolution Act"), the Redevelopment Agency to the City of Baldwin Park was dissolved as of February 1, 2012, and the City of Baldwin Park elected to serve as the Successor Agency to the former Redevelopment Agency to the City of Baldwin Park.

WHEREAS, pursuant to Health and Safety Code Section 34179 (q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts;

WHEREAS, the First Supervisorial District Consolidated Oversight Board ("Oversight Board") has jurisdiction over the Successor Agency of the Former Redevelopment Agency to the City of Baldwin Park.

WHEREAS, the First Supervisorial District Consolidated Oversight Board held a regular/special meeting on January 9, 2023.

WHEREAS, the Oversight Board to the Successor Agency to the dissolved Community Development Commission of the City of Baldwin Park (the "Oversight Board") has been appointed pursuant to the provisions of Health & Safety Code Section 34179; and,

WHEREAS, Section 34177 requires each Successor Agency to prepare a draft Recognized Obligation Payment Schedule ("ROPS") and section 34180 requires the Oversight Board to approve same, after which it is to be transmitted to the County Administrative Officer, the County Auditor-Controller, the State Controller and the State Department of Finance ("DOF"); and,

WHEREAS, Section 34177(o) provides that each ROPS shall be forward looking to the next one year; and,

WHEREAS, the County will not make any payments of property taxes to the Successor Agency for use in payment of the obligations listed on the ROPS until the ROPS has been approved by the Oversight Board. Any delay in such payment could impair the Successor Agency's ability to make payments for the enforceable obligations; and,

WHEREAS, on December 21, 2022, the City of Baldwin Park Successor Agency approved the ROPS 23-24 for the period July 1, 2023 through June 30, 2024, and a copy of ROPS 23-24 is attached; and,

WHEREAS, the Successor Agency must submit an Oversight Board approved ROPS for the period of July 1, 2023 through June 30, 2024, to the DOF no later than February 1, 2023; and,

WHEREAS, per AB 1484, all actions taken by the Oversight Board must be adopted by resolution.

NOW THEREFORE, THE LOS ANGELES COUNTY FIRST SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

SECTION 1. The ROPS 23-24 for the period of July 1, 2023 through June 30, 2024 attached hereto as Attachment 3 is hereby approved.

SECTION 2. Successor Agency staff is directed to provide a copy of this Resolution along with the approved ROPS to the County Executive Officer, the County Auditor-Controller, the State Controller's Office, and the State Department of Finance.

PASSED, APPROVED AND ADOPTED this 21st day of December 2022, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

ATTEST:

Steve Koffroth Chair
First District Consolidated
Oversight Board

Cesar Hernandez, Deputy Clerk
First District Consolidated Oversight Board

BALDWIN PARK FINANCE
AUTHORITY
REGULAR MEETING

Agenda

December 21, 2022, 7:00 PM



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

Welcome to your Finance Authority Meeting

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

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CALL TO ORDER

ROLL CALL

CONSENT CALENDAR

1. Treasurer's Report – October 2022

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

ADJOURNMENT

CERTIFICATION

I, Christopher Saenz, City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 15th day of December 2022.



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

STAFF REPORT



TO: Chair and Members of the Baldwin Park Finance Authority
FROM: Rose Tam, Director of Finance
DATE: December 21, 2022
SUBJECT: Treasurer's Report – October 2022

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

None

BACKGROUND

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

LEGAL REVIEW

Not Applicable

ATTACHMENTS

1. Exhibit "A", Treasurer's Report

Check Register Report

12/5/2022

Date Range: 11/04/2022...12/08/2022
 VMS Date Range: ...
 Program: -
 Payment Type:
 Check Numbers: ...
 Direct Deposit: Exclude Direct Deposit
 Check Cleared: All
 Port Status: Include Port Ins
 Zero HAPs: Include Zero HAPs
 Voided Payments: Omit Voided Payments
 Held Checks: Exclude Held Checks

Grouped by: Program and Increment
 Sorted by: Check Number

Housing Choice Voucher

✓ Check Number	Check Date	VMS Date	Payee Name	DD	Amount
☐ 72651	12/01/2022	12/01/2022	Bertha Cedillo	☐	\$128.00
☐ 72652	12/01/2022	12/01/2022	Vanessa G Ross	☐	\$58.00
☐ 72653	12/01/2022	12/01/2022	Guadalupe M Murillo	☐	\$64.00
☐ 72654	12/01/2022	12/01/2022	Rebecca Galindo	☐	\$31.00
☐ 72655	12/01/2022	11/01/2022	Pamela Henderson	☐	\$101.00
☐ 72656	12/01/2022	12/01/2022	Monica A Escalante	☐	\$64.00
☐ 72657	12/01/2022	12/01/2022	Serena L Sabatino	☐	\$30.00
☐ 72658	12/01/2022	12/01/2022	Eternal Link LLC	☐	\$1870.00
☐ 72659	12/01/2022	11/04/2022	George Ka Chun Chew	☐	\$3893.00
☐ 72660	12/01/2022	12/01/2022	Kimmie Mu Matsunaga and David Mu	☐	\$1216.00
☐ 72661	12/01/2022	11/01/2022	City of Carlsbad	☐	\$1738.66

Housing Choice Voucher	Total	\$9,193.66
	Average	\$612.91
	Unit Count	5
	Average Weighted by Unit Count	\$1,337.00
	Hard to House Count	1

CITY OF BALDWIN PARK
TREASURER'S REPORT
10/31/2022

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	1.772%	Varies	Varies	\$ 40,058,401.48	\$ 40,058,401.48	\$ 40,058,401.48	\$ 40,058,401.48
Housing Authority	1.772%	Varies	Varies	14,209.07	14,209.07	14,209.07	14,209.07
				<u>40,072,610.55</u>	<u>40,072,610.55</u>	<u>40,072,610.55</u>	<u>40,072,610.55</u>
<u>Federal Farm CR BKS Bond</u>	4.125%	9/26/2022	10/17/2023	3,000,000.00	3,000,000.00	3,000,000.00	2,980,890.00
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<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,752,606.05	6,752,606.05	6,752,606.05	6,752,606.05
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	2,671.48	2,671.48	2,671.48	2,671.48
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* There was no investment maturity/purchase transactions made for the month of October 2022 and several deposits/withdrawals were made through the Local Agency Investment Fund.

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

Approved by:



Rose Tam
Director of Finance

BALDWIN PARK HOUSING
AUTHORITY
REGULAR MEETING

Agenda

December 21, 2022, 7:00 PM



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

Welcome to your Housing Authority Meeting

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

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CALL TO ORDER

ROLL CALL

PUBLIC COMMUNICATIONS

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 – October 2022**
Staff recommends that the Board receive and file the Treasurer's Report for October 2022.

ADJOURNMENT

CERTIFICATION

I, Christopher Saenz, City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 15th day of December 2022.



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City Clerk

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STAFF REPORT



TO: Chair and Members of the Baldwin Park Housing Authority
FROM: Rose Tam, Director of Finance
DATE: December 21, 2022
SUBJECT: Baldwin Park Housing Authority's Warrants and Demands

SUMMARY

Attached are the Warrants and Demands Registers for the City of Baldwin Park Housing Authority to be ratified by the Board.

RECOMMENDATION

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

FISCAL IMPACT

The total of the Warrants and Demands for Housing Authority was \$ 563,169.66.

BACKGROUND

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

1. The November 4 to December 8, 2022 Warrant check numbers 72651 through 72661 in the amount of \$9,193.66 and Automated Clearing House (ACH) In the amount of \$553,976.00 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

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

ATTACHMENTS

1. Happy Check Register
2. Happy Check Register ACH

Check Register Report

12/5/2022

Date Range: 11/04/2022...12/08/2022
 VMS Date Range: ...
 Program: -
 Payment Type:
 Check Numbers: ...
 Direct Deposit: Exclude Direct Deposit
 Check Cleared: All
 Port Status: Include Port Ins
 Zero HAPs: Include Zero HAPs
 Voided Payments: Omit Voided Payments
 Held Checks: Exclude Held Checks

Grouped by: Program and Increment
 Sorted by: Check Number

Housing Choice Voucher

✓ Check Number	Check Date	VMS Date	Payee Name	DD	Amount
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☐ 72658	12/01/2022	12/01/2022	Eternal Link LLC	☐	\$1870.00
☐ 72659	12/01/2022	11/04/2022	George Ka Chun Chew	☐	\$3893.00
☐ 72660	12/01/2022	12/01/2022	Kimmie Mu Matsunaga and David Mu	☐	\$1216.00
☐ 72661	12/01/2022	11/01/2022	City of Carlsbad	☐	\$1738.66

Housing Choice Voucher	Total	\$9,193.66
	Average	\$612.91
	Unit Count	5
	Average Weighted by Unit Count	\$1,337.00
	Hard to House Count	1

Check Register Report

12/5/2022

Date Range: 11/4/2022...12/8/2022

VMS Date Range: ...

Program: -

Payment Type:

Check Numbers: ...

Direct Deposit: Include Direct Deposit

Check Cleared: All

Port Status: Include Port Ins

Zero HAPs: Include Zero HAPs

Voided Payments: Omit Voided Payments

Held Checks: Exclude Held Checks

Grouped by:

Sorted by:

Check Number

✓ Check Number	Check Date	VMS Date	Payee Name	DD	Amount
☐ 29657	11/08/2022	11/01/2022	Monrovia 612, LP	☒	\$818.00
☐ 29658	11/08/2022	11/01/2022	Baldwin Park Family Housing Limited	☒	\$66.00
☐ 29659	11/08/2022	07/01/2022	Blessed Rock of El Monte	☒	\$1470.00
☐ 29660	11/08/2022	11/01/2022	Brookhollow Apartments	☒	\$75.00
☐ 29661	11/08/2022	09/22/2022	Dan Thanh Peng and Hoan Peng	☒	\$3830.00
☐ 29662	11/08/2022	08/31/2022	Badillo Street Senior Apartments, LLC	☒	\$4964.00
☐ 29663	11/08/2022	10/01/2022	1024 Royal Oaks LP dba Whispering	☒	\$1572.00
☐ 29664	12/01/2022	12/01/2022	Y & H Investment, Inc.	☒	\$1498.00
☐ 29665	12/01/2022	12/01/2022	Eunice Property, LLC	☒	\$1242.00
☐ 29666	12/01/2022	12/01/2022	Wilson Apartment Associates L.P.	☒	\$756.00
☐ 29667	12/01/2022	12/01/2022	Monet Huong Nguyen	☒	\$2467.00
☐ 29668	12/01/2022	12/01/2022	ASCENSION HOLDINGS LLC	☒	\$1244.00
☐ 29669	12/01/2022	12/01/2022	Tom Cinquegrani	☒	\$1233.00
☐ 29670	12/01/2022	12/01/2022	Mark T. Fernandez	☒	\$1033.00
☐ 29671	12/01/2022	12/01/2022	Melody (Muoi) Dao	☒	\$1426.00
☐ 29672	12/01/2022	12/01/2022	John W. Ruwitch and Anh Lam Truong	☒	\$1162.00
☐ 29673	12/01/2022	12/01/2022	SAE GROUP, LLC	☒	\$1780.00
☐ 29674	12/01/2022	12/01/2022	Wei Zhen Su	☒	\$695.00
☐ 29675	12/01/2022	12/01/2022	Mallorca Apartments, LTD	☒	\$1519.00
☐ 29676	12/01/2022	12/01/2022	Michael I. or Ling Brooks	☒	\$917.00
☐ 29677	12/01/2022	12/01/2022	Donna J Falls	☒	\$811.00
☐ 29678	12/01/2022	12/01/2022	Cipriano Salazar Jr.	☒	\$1453.00
☐ 29679	12/01/2022	12/01/2022	Dung Tran	☒	\$572.00
☐ 29680	12/01/2022	12/01/2022	Monrovia 612, LP	☒	\$15520.00
☐ 29681	12/01/2022	12/01/2022	Leslie K Ng	☒	\$779.00
☐ 29682	12/01/2022	12/01/2022	Jun Hua Hu	☒	\$2728.00
☐ 29683	12/01/2022	12/01/2022	Quoc T. Vo	☒	\$1352.00
☐ 29684	12/01/2022	12/01/2022	Lien Diep	☒	\$1034.00
☐ 29685	12/01/2022	12/01/2022	Rosa Lamas-Serratos	☒	\$1723.00
☐ 29686	12/01/2022	12/01/2022	Primrose Villa	☒	\$4412.00
☐ 29687	12/01/2022	12/01/2022	Vinh H. Lai	☒	\$1138.00
☐ 29688	12/01/2022	12/01/2022	Malcolm Oso	☒	\$620.00

☐ 29689	12/01/2022	12/01/2022	Dieu-Thuy Nu Ton	☒	\$1547.00
☐ 29690	12/01/2022	12/01/2022	Dajojo, LLC	☒	\$697.00
☐ 29691	12/01/2022	12/01/2022	Irma Diaz	☒	\$686.00
☐ 29692	12/01/2022	12/01/2022	Don Norwood	☒	\$1407.00
☐ 29693	12/01/2022	12/01/2022	Aaron Abdus Shakoor	☒	\$1464.00
☐ 29694	12/01/2022	12/01/2022	Ana Thai	☒	\$874.00
☐ 29695	12/01/2022	12/01/2022	SRI Properties No 15 LLC	☒	\$1268.00
☐ 29696	12/01/2022	12/01/2022	Larry Chow	☒	\$3307.00
☐ 29697	12/01/2022	12/01/2022	T & T Asset Holding, LLC	☒	\$517.00
☐ 29698	12/01/2022	12/01/2022	Michael Alfred Alarcon	☒	\$1334.00
☐ 29699	12/01/2022	12/01/2022	Mousa Boushaaya	☒	\$1458.00
☐ 29700	12/01/2022	12/01/2022	Tuan Vlet Ho	☒	\$2082.00
☐ 29701	12/01/2022	12/01/2022	Carl P Heinzen	☒	\$1850.00
☐ 29702	12/01/2022	12/01/2022	Xiaomin Lin and Xiaoxi Wu	☒	\$2454.00
☐ 29703	12/01/2022	12/01/2022	Jun Ye and Ming Feng	☒	\$1760.00
☐ 29704	12/01/2022	12/01/2022	4324 Walnut St LLC	☒	\$912.00
☐ 29705	12/01/2022	12/01/2022	El Monte Housing Partners LP - The	☒	\$10139.00
☐ 29706	12/01/2022	12/01/2022	Joseph T. Tung	☒	\$570.00
☐ 29707	12/01/2022	12/01/2022	Alamitas LLC	☒	\$906.00
☐ 29708	12/01/2022	12/01/2022	Avalon Monrovia LLC	☒	\$1209.00
☐ 29709	12/01/2022	12/01/2022	Pro Management Inc.	☒	\$1399.00
☐ 29710	12/01/2022	12/01/2022	Andrew & Eva Fogg	☒	\$1403.00
☐ 29711	12/01/2022	12/01/2022	Heritage Park Villas LP	☒	\$19936.00
☐ 29712	12/01/2022	12/01/2022	Diba Management	☒	\$12567.00
☐ 29713	12/01/2022	12/01/2022	Palo Verde Apartments, LP	☒	\$914.00
☐ 29714	12/01/2022	12/01/2022	Ha X Van	☒	\$1639.00
☐ 29715	12/01/2022	12/01/2022	Chen Jackson	☒	\$827.00
☐ 29716	12/01/2022	12/01/2022	Philip Tsui	☒	\$984.00
☐ 29717	12/01/2022	12/01/2022	Paul Yen	☒	\$2125.00
☐ 29718	12/01/2022	12/01/2022	Mie Chen	☒	\$2469.00
☐ 29719	12/01/2022	12/01/2022	Becky Binh Nguyet Luu or Eddie Ma	☒	\$1828.00
☐ 29720	12/01/2022	12/01/2022	Tinh Van Le	☒	\$628.00
☐ 29721	12/01/2022	12/01/2022	Everardo Garcia	☒	\$2622.00
☐ 29722	12/01/2022	12/01/2022	Ngoc T. Lieu	☒	\$2740.00
☐ 29723	12/01/2022	12/01/2022	Alfred Tai-Kong Ho and Lisa Chen	☒	\$1136.00
☐ 29724	12/01/2022	12/01/2022	Covina 023 Woods 206 LP c/o	☒	\$1317.00
☐ 29725	12/01/2022	12/01/2022	Doreen Han	☒	\$784.00
☐ 29726	12/01/2022	12/01/2022	Roland Wiekamp	☒	\$1397.00
☐ 29727	12/01/2022	12/01/2022	Siu Fung Mak	☒	\$1488.00
☐ 29728	12/01/2022	12/01/2022	Baldwin Park Family Housing Limited	☒	\$20490.00
☐ 29729	12/01/2022	12/01/2022	Grace Chiou	☒	\$922.00
☐ 29730	12/01/2022	12/01/2022	Marina Alvarez	☒	\$2106.00
☐ 29731	12/01/2022	12/01/2022	Zhi Min Li and WXL Investments Inc.	☒	\$1381.00
☐ 29732	12/01/2022	12/01/2022	Sui Man Mak	☒	\$831.00
☐ 29733	12/01/2022	12/01/2022	Henry Wong	☒	\$1861.00
☐ 29734	12/01/2022	12/01/2022	West Covina Senior Villas II, LP	☒	\$509.00

☐ 29735	12/01/2022	12/01/2022	Dung Trung Pham and Tammy Tram	☒	\$98.00
☐ 29736	12/01/2022	12/01/2022	Francisco J. Sanchez and Gloria	☒	\$1109.00
☐ 29737	12/01/2022	12/01/2022	Blessed Rock of El Monte	☒	\$22557.00
☐ 29738	12/01/2022	12/01/2022	Blessed Rock of El Monte	☒	\$2657.00
☐ 29739	12/01/2022	12/01/2022	Vintage West Covina	☒	\$7135.00
☐ 29740	12/01/2022	12/01/2022	Alfonso Contreras	☒	\$1360.00
☐ 29741	12/01/2022	12/01/2022	Ryan Quach and Hue Cao	☒	\$1774.00
☐ 29742	12/01/2022	12/01/2022	Alta Vista Villas, LP c/o Yale	☒	\$3216.00
☐ 29743	12/01/2022	12/01/2022	Miriam Barrera	☒	\$2325.00
☐ 29744	12/01/2022	12/01/2022	West Covina Seniors Villas I	☒	\$1076.00
☐ 29745	12/01/2022	12/01/2022	Brookhollow Apartments	☒	\$11046.00
☐ 29746	12/01/2022	12/01/2022	Rahmat Ray Nehdar	☒	\$1266.00
☐ 29747	12/01/2022	12/01/2022	Alexander Chan	☒	\$2391.00
☐ 29748	12/01/2022	12/01/2022	Phat Binh Vuong	☒	\$947.00
☐ 29749	12/01/2022	12/01/2022	Alan Wu	☒	\$786.00
☐ 29750	12/01/2022	12/01/2022	Henry Ho	☒	\$1285.00
☐ 29751	12/01/2022	12/01/2022	PAMA IV Properties, LP	☒	\$4074.00
☐ 29752	12/01/2022	12/01/2022	Roger Hin Nam Mak	☒	\$9262.00
☐ 29753	12/01/2022	12/01/2022	LAT Investments, LLC	☒	\$6898.00
☐ 29754	12/01/2022	12/01/2022	Mary L Haynes	☒	\$1008.00
☐ 29755	12/01/2022	12/01/2022	Clinett Glazis	☒	\$434.00
☐ 29756	12/01/2022	12/01/2022	Jim & Nancy Bailey	☒	\$584.00
☐ 29757	12/01/2022	12/01/2022	Kimberly Nguyen	☒	\$703.00
☐ 29758	12/01/2022	12/01/2022	Joseph M. Kwok	☒	\$1788.00
☐ 29759	12/01/2022	12/01/2022	Leng Zhang and Bao Ying Jiang	☒	\$1340.00
☐ 29760	12/01/2022	12/01/2022	Mack E Titus	☒	\$408.00
☐ 29761	12/01/2022	12/01/2022	William J Rogers	☒	\$957.00
☐ 29762	12/01/2022	12/01/2022	Lourdes J. Garrison	☒	\$1700.00
☐ 29763	12/01/2022	12/01/2022	Angelica Garcia	☒	\$2355.00
☐ 29764	12/01/2022	12/01/2022	Sophia Wong	☒	\$1185.00
☐ 29765	12/01/2022	12/01/2022	Lois J Gaston	☒	\$835.00
☐ 29766	12/01/2022	12/01/2022	Doan & Lily Thi	☒	\$2033.00
☐ 29767	12/01/2022	12/01/2022	El Monte Affordable Housing Partner	☒	\$372.00
☐ 29768	12/01/2022	12/01/2022	Jose Baudelio Delgado	☒	\$1142.00
☐ 29769	12/01/2022	12/01/2022	Larry Mimms	☒	\$1600.00
☐ 29770	12/01/2022	12/01/2022	Jaime Jimenez	☒	\$675.00
☐ 29771	12/01/2022	12/01/2022	Ramiro Viramontes and Veronica	☒	\$320.00
☐ 29772	12/01/2022	12/01/2022	Fat Law	☒	\$870.00
☐ 29773	12/01/2022	12/01/2022	Kevin Kambor Kwong and Yuk Ming	☒	\$1723.00
☐ 29774	12/01/2022	12/01/2022	Kan Investments LTD, LLC	☒	\$536.00
☐ 29775	12/01/2022	12/01/2022	Dwight Chang	☒	\$2331.00
☐ 29776	12/01/2022	12/01/2022	Cameron Park Community Partners,	☒	\$1622.00
☐ 29777	12/01/2022	12/01/2022	Mozhgan Tavakoli	☒	\$833.00
☐ 29778	12/01/2022	12/01/2022	Jun Tang	☒	\$233.00
☐ 29779	12/01/2022	12/01/2022	Anmelindon LLC	☒	\$2330.00
☐ 29780	12/01/2022	12/01/2022	Lourdes Vela	☒	\$3421.00

☐ 29781	12/01/2022	12/01/2022	Gilbert Roybal	☒	\$1465.00
☐ 29782	12/01/2022	12/01/2022	Philip & Fanny Kwok	☒	\$1468.00
☐ 29783	12/01/2022	12/01/2022	Woodside Village Apartments LP	☒	\$6742.00
☐ 29784	12/01/2022	12/01/2022	Robert Lawe	☒	\$840.00
☐ 29785	12/01/2022	12/01/2022	Cynthia Pham	☒	\$744.00
☐ 29786	12/01/2022	12/01/2022	Fanny Chan	☒	\$969.00
☐ 29787	12/01/2022	12/01/2022	Baldwin Rose LP	☒	\$1666.00
☐ 29788	12/01/2022	12/01/2022	Kwan and Mei Chiang	☒	\$1367.00
☐ 29789	12/01/2022	12/01/2022	Sergio Molina	☒	\$226.00
☐ 29790	12/01/2022	12/01/2022	Chuen Lau	☒	\$1679.00
☐ 29791	12/01/2022	12/01/2022	Tanya H Chen	☒	\$1038.00
☐ 29792	12/01/2022	12/01/2022	Dan Thanh Peng and Hoan Peng	☒	\$1665.00
☐ 29793	12/01/2022	12/01/2022	JM Lam Investment LLC	☒	\$911.00
☐ 29794	12/01/2022	12/01/2022	Vijay Gulati	☒	\$4730.00
☐ 29795	12/01/2022	12/01/2022	Ngoc Lieu	☒	\$894.00
☐ 29796	12/01/2022	12/01/2022	Joseph H. Garcia	☒	\$1399.00
☐ 29797	12/01/2022	12/01/2022	Lark Ellen Village	☒	\$8662.00
☐ 29798	12/01/2022	12/01/2022	Xuyen Thach Han	☒	\$2500.00
☐ 29799	12/01/2022	12/01/2022	EZ APT LLC	☒	\$1460.00
☐ 29800	12/01/2022	12/01/2022	Kim Wah Wong and Sau Yi Wong	☒	\$1334.00
☐ 29801	12/01/2022	12/01/2022	Lucena A Ewing	☒	\$2994.00
☐ 29802	12/01/2022	12/01/2022	Jocelyn Jae Jhong	☒	\$1957.00
☐ 29803	12/01/2022	12/01/2022	Virginia Carlson	☒	\$1138.00
☐ 29804	12/01/2022	12/01/2022	Emilio De Jesus Cruz	☒	\$653.00
☐ 29805	12/01/2022	12/01/2022	Isabel R Sanchez	☒	\$1902.00
☐ 29806	12/01/2022	12/01/2022	Cienega Garden Apartments	☒	\$12550.00
☐ 29807	12/01/2022	12/01/2022	Vinh Hong Lai	☒	\$2552.00
☐ 29808	12/01/2022	12/01/2022	Doreen E. Ewing	☒	\$2747.00
☐ 29809	12/01/2022	12/01/2022	Moller Property Management	☒	\$599.00
☐ 29810	12/01/2022	12/01/2022	TPA/NASCH LLC, Westgate as a sole	☒	\$1387.00
☐ 29811	12/01/2022	12/01/2022	TDF LP - Pacific Towers c/o Winn	☒	\$9601.00
☐ 29812	12/01/2022	12/01/2022	Paul & Annie W Chau	☒	\$951.00
☐ 29813	12/01/2022	12/01/2022	Steven Eraj Espantman and Marta	☒	\$1214.00
☐ 29814	12/01/2022	12/01/2022	LEFA Trust	☒	\$1013.00
☐ 29815	12/01/2022	12/01/2022	Gilbert Dominguez	☒	\$11989.00
☐ 29816	12/01/2022	12/01/2022	Up Hill Investment Inc.	☒	\$1817.00
☐ 29817	12/01/2022	12/01/2022	Dieu Van Huynh	☒	\$965.00
☐ 29818	12/01/2022	12/01/2022	Kelly Nguyen	☒	\$1210.00
☐ 29819	12/01/2022	12/01/2022	Ramona Property Managers, Inc.	☒	\$567.00
☐ 29820	12/01/2022	12/01/2022	Badillo Street Senior Apartments, LLC	☒	\$19637.00
☐ 29821	12/01/2022	12/01/2022	Monrovia Heritage Park LP	☒	\$15860.00
☐ 29822	12/01/2022	12/01/2022	James or Barbara Fox	☒	\$1085.00
☐ 29823	12/01/2022	12/01/2022	Mayra Ortega	☒	\$1169.00
☐ 29824	12/01/2022	12/01/2022	Sel Homes LLC	☒	\$7124.00
☐ 29825	12/01/2022	12/01/2022	Hui Chuan Wang	☒	\$3067.00
☐ 29826	12/01/2022	12/01/2022	725-731 W. Duarte Rd, LLC	☒	\$953.00

☐ 29827	12/01/2022	12/01/2022	Nhan Nguyen and Amy Tran	☒	\$2610.00
☐ 29828	12/01/2022	12/01/2022	Puente Villa LLC	☒	\$448.00
☐ 29829	12/01/2022	12/01/2022	RAMONA BLVD. FAMILY	☒	\$6533.00
☐ 29830	12/01/2022	12/01/2022	AJG Realty Inc.	☒	\$1553.00
☐ 29831	12/01/2022	12/01/2022	Maria Martha Martinez	☒	\$1284.00
☐ 29832	12/01/2022	12/01/2022	Antonio & Aida Rinos	☒	\$1727.00
☐ 29833	12/01/2022	12/01/2022	Greater San Gabriel Valley Property	☒	\$1054.00
☐ 29834	12/01/2022	12/01/2022	Annette C Scott	☒	\$1443.00
☐ 29835	12/01/2022	12/01/2022	Denise Van Pham	☒	\$3410.00
☐ 29836	12/01/2022	12/01/2022	1024 Royal Oaks LP dba Whispering	☒	\$18559.00
☐ 29837	12/01/2022	12/01/2022	1024 Royal Oaks LP dba Whispering	☒	\$5976.00
☐ 29838	12/01/2022	12/01/2022	Derek Sim	☒	\$921.00
☐ 29839	12/01/2022	12/01/2022	Josephine Tran	☒	\$1240.00
☐ 29840	12/01/2022	12/01/2022	Allan M. & Virginia J Chipp and Ralph	☒	\$2483.00
☐ 29841	12/01/2022	12/01/2022	Amparo M Limon	☒	\$201.00
☐ 29842	12/01/2022	12/01/2022	Zi Jian Li	☒	\$1839.00
☐ 29843	12/01/2022	12/01/2022	Minh A Nguyen	☒	\$676.00
☐ 29844	12/01/2022	12/01/2022	Jaime Barcena	☒	\$136.00
☐ 29845	12/01/2022	12/01/2022	Monica D Mao	☒	\$874.00
☐ 29846	12/01/2022	12/01/2022	Shiu-Ein Huang	☒	\$264.00
☐ 29847	12/01/2022	12/01/2022	LAI MING LEUNG	☒	\$506.00
☐ 29848	12/01/2022	12/01/2022	The Promenade Housing Partners, LP	☒	\$5571.00
☐ 29849	12/01/2022	12/01/2022	Paramjit S Nijjar	☒	\$2293.00
☐ 29850	12/01/2022	12/01/2022	Rosa Beltran	☒	\$1344.00
☐ 29851	12/01/2022	12/01/2022	James Ronald Nguyen	☒	\$1763.00
☐ 29852	12/01/2022	12/01/2022	Takis Bogris	☒	\$991.00
☐ 29853	12/01/2022	12/01/2022	Ynfante Holdings I, LLC	☒	\$909.00
☐ 29854	12/01/2022	12/01/2022	Roman Basin	☒	\$678.00
☐ 29855	12/01/2022	12/01/2022	Sandhya Kal and Padma Kal	☒	\$1317.00
☐ 29856	12/01/2022	12/01/2022	K. Carl and Zitta A Setian	☒	\$1097.00
☐ 29857	12/01/2022	12/01/2022	Nomer Lacson	☒	\$1685.00
☐ 29858	12/01/2022	12/01/2022	Anna & Simon Choi	☒	\$1353.00
☐ 29859	12/01/2022	12/01/2022	Chung Thi Pham	☒	\$2184.00
☐ 29860	12/01/2022	12/01/2022	Rosie Leon	☒	\$1263.00
☐ 29861	12/01/2022	11/01/2022	Roy Lam	☒	\$1358.00
☐ 29862	12/01/2022	12/01/2022	Golden Dragon Properties LLC c/o	☒	\$1225.00
☐ 29863	12/01/2022	12/01/2022	Nancy H Shen	☒	\$726.00
☐ 29864	12/01/2022	12/01/2022	Joe Clark	☒	\$1295.00
☐ 29865	12/01/2022	12/01/2022	Richard A DaSylveira	☒	\$301.00
☐ 29866	12/01/2022	12/01/2022	Sara Romo	☒	\$1939.00
☐ 29867	12/01/2022	12/01/2022	T & P Property LLC	☒	\$876.00
☐ 29868	12/01/2022	12/01/2022	Singing Wood Senior Housing LP	☒	\$9350.00
☐ 29869	12/01/2022	12/01/2022	Michael H Phuong	☒	\$968.00
☐ 29870	12/01/2022	12/01/2022	Sitara B. Mamdani	☒	\$2228.00
☐ 29871	12/01/2022	12/01/2022	Joseph Pham	☒	\$820.00
☐ 29872	12/01/2022	12/01/2022	Garvey Senior Affordable Partners, LP	☒	\$1848.00

☐ 29873	12/01/2022	12/01/2022	Ryan Kinpong Woo and Ching King	☒	\$892.00
☐ 29874	12/01/2022	12/01/2022	Mei Yan Chen	☒	\$1185.00
☐ 29875	12/01/2022	12/01/2022	Tsz-Hong Yeung and Sin Kwan Lo	☒	\$1385.00
☐ 29876	12/01/2022	12/01/2022	Shawn Hui Zhen	☒	\$2688.00
☐ 29877	12/01/2022	12/01/2022	Fred Lau	☒	\$994.00

Total	\$553,976.00
Average	\$1,130.56
Unit Count	472
Average Weighted by Unit Count	\$1,168.32
Hard to House Count	6

STAFF REPORT



TO: Chair and Members of the Baldwin Park Housing Authority
FROM: Rose Tam, Director of Finance
DATE: December 21, 2022
SUBJECT: Treasurer's Report – October 2022

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

None

BACKGROUND

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

LEGAL REVIEW

Not Applicable

ATTACHMENTS

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
10/31/2022

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	1.772%	Varies	Varies	\$ 40,058,401.48	\$ 40,058,401.48	\$ 40,058,401.48	\$ 40,058,401.48
Housing Authority	1.772%	Varies	Varies	14,209.07	14,209.07	14,209.07	14,209.07
				<u>40,072,610.55</u>	<u>40,072,610.55</u>	<u>40,072,610.55</u>	<u>40,072,610.55</u>
<u>Federal Farm CR BKS Bond</u>	4.125%	9/26/2022	10/17/2023	3,000,000.00	3,000,000.00	3,000,000.00	2,980,890.00
Mutual Securities				<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>2,980,890.00</u>
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,752,606.05	6,752,606.05	6,752,606.05	6,752,606.05
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	2,671.48	2,671.48	2,671.48	2,671.48
				<u>6,755,277.53</u>	<u>6,755,277.53</u>	<u>6,755,277.53</u>	<u>6,755,277.53</u>
				<u>\$ 49,827,888.08</u>	<u>\$ 49,827,888.08</u>	<u>\$ 49,827,888.08</u>	<u>\$ 49,808,778.08</u>
Total Investments						\$ 49,827,888.08	
<u>Cash with Bank of the West</u>							
City Checking (General)						8,000,012.28	
Money Market Plus						7,001,769.93	
City Miscellaneous Cash (W/C, P/R)						659,904.72	
Successor Agency						333,203.12	
Housing Authority						<u>830,142.99</u>	
Total Cash with Bank of the West						16,825,033.04	
Investment Brokerage Capital Reserves (Dividend Option Cash)						258,959.79	
Total Cash and Investments						<u>\$ 66,911,880.91</u>	

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

* There was no investment maturity/purchase transactions made for the month of October 2022 and several deposits/withdrawals were made through the Local Agency Investment Fund.

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

Approved by:



Rose Tam
Director of Finance