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CITY OF LA VERNE

CITY COUNCIL AGENDA

Don Kendrick, Mayor

Charlie Rosales, Mayor Pro Tem

Robin Carder, Council Member

Muir Davis, Council Member

Tim Hepburn, Council Member



www.cityoflaverne.org

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City Hall Council Chamber

3660 D Street

La Verne, CA 91750

Monday, October 07, 2019 - 6:30 p.m.

City Hall

Council Chambers

3660 D Street, La Verne, CA 91750

Attendance and participation at the City of La Verne Council meetings are welcomed and appreciated. Community engagement provides the City Council with valuable information. Regular Meetings are held on the 1st and 3rd Monday of every month. In compliance with the American Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in a meeting should contact the City Clerk's Office at (909) 596-8726 at least 48 hours prior to the meeting.

Individuals may contact the City Clerk's Office for guidance on how to request an item to be added to a future Agenda. Materials related to an item on this agenda, submitted to the Council after distribution of the agenda packet, are available for public inspection at the meeting or in the City Clerk's Office during normal business hours.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:** Council Member Carder, Council Member Davis, Council Member Hepburn, Mayor Pro Tem Rosales and Mayor Kendrick

4. **ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS** (Any person who wishes to make a brief announcement of a future community event that is open to the general public may do so at this time)

5. **CONSENT CALENDAR** (All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council or member of the audience requests separate discussion.)

a. **City Council Minutes** of August 19, 2019 and September 3, 2019.

b. **Register of Audited Demands** as follows:

- In the amount of \$774,565.45, dated September 12, 2019, and
- In the amount of \$427,344.07, dated September 19, 2019, and
- In the amount of \$2,771,374.43 dated September 26, 2019

c. **Approval of Assignment of Agreement for City Attorney Legal Services** - The City's city attorney law firm will end its partnership effective December 31, 2019. Members of the firm that provide service to the City will be joining the firm of Jones & Mayer. Wallin, Kress, Reisman & Kranitz is assigning its legal services agreement to Jones & Mayer and Council approval is sought.

Staff recommends that the City Council approve assignment of the legal services agreement to Jones & Mayer.

d. **Designation of City Historian** - Board Members of the La Verne Historical Society (LVHS) on behalf of their President have submitted a request to the Mayor to designate Mr. William Lemon the official City Historian.

Staff recommends that the City Council accept the recommendation to designate Mr. Lemon as Historian for the City.

e. Resolution (s) passage and adoption recommended as follows:

1. **Resolution No. 19-66** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS - *In March 2018, the State Department of Housing and Community Development allocated approximately \$123 million of funding for the Senate Bill 2 Planning Grants Program. The funds will provide financial and technical assistance to local jurisdictions implementing plans, programs and process improvements that streamline housing approvals and accelerate housing production. The City is eligible to apply for funding through this program and as part of the application process, the City must adopt a resolution authorizing application for, and receipt of, Senate Bill 2 Planning Grants Program funds.*

Staff recommends that the City Council adopt Resolution No. 19-66, authorizing staff to submit an application for the State of California's Department of Housing and Community Development Planning Grants Program, and authorizing the City Manager to enter into a State of California Agreement to receive grant program funds, if the application is approved.

2. **Resolution No. 19-67** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF GLENDORA AND THE CITY OF SAN DIMAS FOR SHARED HOMELESS PLAN IMPLEMENTATION PROGRAM GRANT FUNDS - *The Cities of Glendora, San Dimas and La Verne submitted a joint application for the County of Los Angeles' 2018 Cities Homelessness Plan Implementation Program and were awarded \$305,700 of grant funding to further achieve the strategic goals of their County approved homelessness plans. The County of Los Angeles requires the three (3) cities to execute a Memorandum of Understanding (MOU) to set forth provisions related to the shared grant funds and shared services the funds will be utilized for. Staff has prepared a resolution to authorize execution of an MOU for this purpose.*

Staff recommends that the City Council adopt Resolution No. 19-67, authorizing the execution of an MOU between the Cities of Glendora, San Dimas and La Verne for the shared \$305,700 of grant funds awarded under the County of Los Angeles' 2018 Cities Homelessness Plan Implementation Program.

3. **Resolution No. 19-68** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE UNIVERSITY OF LA VERNE FOR A HOMECOMING EVENT – *The University of La Verne has submitted a request to use parts of Third Street and C Street for Homecoming events on Saturday, October 19, 2019. The request specifically involves the closure of Third Street between B Street and C Street, and the closure of C Street between Third Street and Second Street. The street closures will occur from the hours of 12:01 a.m. to 3:30 p.m. on the day of the event. Recent policy has been to prepare individualized agreements for street closure events. Staff has therefore developed a standard agreement outlining the traffic control plan requirements, locations, schedule, estimated fees, applicant's responsibilities, and insurance and indemnification requirements.*

Staff recommends the City Council Adopt Resolution No. 19-68, authorizing the City Manager to execute the Agreement with the University of La Verne permitting the Homecoming event on Third Street and C Street.

4. **Resolution No. 19-70** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING EXECUTION OF A PUBLIC WORKS CONTRACT WITH CALPROMAX ENGINEERING, INC. FOR THE REGIONAL COMMUTER BICYCLE GAP CLOSURE PROJECT, FEDERAL PROJECT NO. STPL-5149(019) - *Bids were received and opened for the Regional Commuter Bicycle Gap Closure Project Federal Project No. ATPL-5149(019) on September 24, 2019. A total of five (5) bids were received for this project. The project includes the installation of bike lanes and other related improvements on a variety of streets throughout the community.*

Staff recommends approval of Resolution No. 19-70, authorizing a contract award to the second lowest bid submitted by Calpromax Engineering Inc. for the Regional Commuter Bicycle Gap Closure Project - Federal Project No. ATPL-5149(019), and to reject all other bids. The lowest bid did not meet the responsiveness standards in submitting a complete and thorough bid.

6. **PUBLIC HEARINGS**

Community Development Block Grant Housing Rehabilitation Program in the Fiscal Year 2019-2020 - The City Council gave staff direction to explore options of facilitating a Housing Rehabilitation Program using Community Development Block Grant (CDBG) a year ago. Staff has reached out to other cities and has been working with the Los Angeles County Development Authority (formerly known as the Community Development Commission) to develop a program to implement. A request for proposal has been sent out to a number of qualified firms to aid in administering the program.

STAFF RECOMMENDATION:

The City Council should adopt Resolution No. 19-69, approving the CDBG funded Housing Rehabilitation Program in the amount of \$100,000.

Resolution No. 19-69 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM IN THE FISCAL YEAR 2019 – 2020.

7. **PUBLIC COMMENTS/ORAL COMMUNICATIONS** - This is the time set aside for anyone wishing to address the City Council on items not listed in any other place on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from talking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. Any person desiring to speak should complete a 'Speaker Card,' located at the podium, and hand it to the Assistant City Clerk. When addressing the Council, please go to the podium and state your name and address for the record. The Mayor reserves the right to place limits on duration of comments.
8. **COUNCIL COMMENTS AND CONFERENCE/MEETING REPORTS** - Each Council Member may address the Council and public on matters of general information and/or concern. This is also the time for Council Members to report on conferences and/or meetings they have attended.

9. **ADJOURNMENT** in memory of Kenneth Robert (Ken) Cairns was born on March 4, 1937 in East Orange, New Jersey. Ken passed away on September 15, 2019 at the age of 82 in La Verne, CA.

He worked as a mechanic until a friend taught him to drive tractor trailer trucks where he traveled the east coast until he moved into management. A position he held for about 35 years in various management positions. Ken move to California in 1976, were he owned a stained glass studio in Upland, CA for 12 years. There he made and also repaired many beautiful windows. He also was a volunteer with Montclair Police Department and served 4 years with La Verne Police Departments' RSVP program. He served from October 18, 2006 until July 5, 2010. Ken enjoyed and respected the men and woman in our police force.

A celebration of life will be held October 19, 2019 at the Foothill Terrace Mobile Home Park, from 2:00 – 4:00 pm.

THE NEXT REGULAR MEETING of the La Verne City Council is
scheduled for **Monday, October 21, 2019, at 6:30 p.m.**

ADVISORY STAFF

____ Robert Russi, City Manager
____ Dan Keesey, Assistant City Manager/Director of Public Works
____ Robert Kress, City Attorney
____ Lupe Gaeta Estrella, Assistant City Clerk
____ Eric Scherer, Director of Community Development
____ Bill Aguirre, Director of Community Services
____ Nathan Statham, Finance Manager
____ Nick Paz, Police Chief
____ Kirk Summers, Interim Fire Chief
____ Dominic Milano, City Engineer
____ Bill Elftman, Information Services Manager

Posting Statement: On October 1, 2019, a true and correct copy of this Agenda was posted on the bulletin board at La Verne City Hall, 3660 D Street, La Verne, and on the City's website at cityoflaverne.org.

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF
LA VERNE HELD IN THE COUNCIL CHAMBERS
OF THE LA VERNE CITY HALL
Monday, August 19, 2019**

1. A regular meeting of the La Verne City Council was called to order by Mayor Kendrick at 6:30 p.m.
2. Council Members present: Mayor Don Kendrick
Mayor Pro Tem Charlie Rosales
Council Member Robin Carder
Council Member Muir Davis
Council Member Tim Hepburn

Absent: None.

Advisory personnel present: City Manager Robert Russi
City Attorney Robert L. Kress
Assistant City Manager/Public Works Director Dan Keesey
Assistant City Clerk Lupe Gaeta Estrella
Community Development Director Eric Scherer
Community Services Director Bill Aguirre
Police Chief Nick Paz
Interim Fire Chief Kirk Summers
Personnel Officer JR Ranells
Community Services Coordinator Yvonne Duran
Police Captain Coleen Flores
Police Lieutenant Sam Gonzalez
Principal Planner Candice Bowcock
3. Pledge of Allegiance was led by Mayor Kendrick.
4. Presentations - Badge Pinning for the Police Department Mayor Kendrick, on behalf of the City Council, congratulated and recognized the following Police Department personnel.

Corporal Frankie Cambero **Corporal Frankie Cambero** - Frankie attended California State University, Los Angeles where he received his Bachelors of Science in Criminal Justice. In 2012, while attending Cal State LA, Frankie was hired by the La Verne Police Department as a Police Aide. One year later, he was hired on as a full time Police Officer. During his time with the La Verne Police Department, Frankie has collected several titles including patrolman, certified drone pilot, drug recognition expert, major accident reconstructionist, and school resource officer. Now, Frankie holds the title of Corporal. His father, Frank Cambero pinned his badge.

Officer Timothy Lopez **Officer Timothy Lopez** - In 2014, Timothy was accepted into La Verne's Explorer Program. After a year, he was promoted to the rank of Explorer Sergeant and began his ascent through the ranks of the La Verne Police Department. In January of 2019, Timothy was hired full time by the La Verne Police Department and sent to the Rio Hondo Police Academy where he graduated on July 25, 2019 with Class #208. His badge was pinned by his father Peter Lopez.

General Plan Advisory
Committee (GPAC)
Recognition

Mayor Kendrick, on behalf of the City Council, recognized and thanked the members of the General Plan Advisory Committee (GPAC) for their efforts in helping to guide the update to the City's General Plan. Over the last 14 months, the GPAC has met with our General Plan Update Consultant team from De Novo Planning Group, and City Staff to help work through discussions on community issues and establish a set list of goals and policies to help guide the City over the next 20 years.

The members of the GPAC are:

Ed Hume	Jefferson Hill
Planning Commissioner Jason Simison	Wayne Hurley
Thomas Allison	Patti Latourelle
Joe Scott	Scott Snyder
Kisha Brennecke	Doug Strange
Vanessa Hess	Sabina Sullivan
Avo Kechichian	

5. Announcements of Upcoming
Community Events

Any person who wished to make a brief announcement of a future community event that is open to the general public did so as follows:

Mayor Kendrick announced that tonight's meeting is being live-streamed.

Dana Barford, Tri-City Mental Health Services announced there will be a Stakeholders meeting on September 10 & 12, 2019.

Council Member Carder announced that Friday, September 6, 2019, is La Verne Day at the Fair and special admission for La Verne residents is \$1. She stated to claim the \$1 admission residents should visit LAcountyfair.com/LaVerneDay.

Mayor Kendrick and Council Member Hepburn both announced it was the first day of school and for residents to drive carefully when school students are out and commended the Police Department for their efforts in keeping the students safe.

Richard Bowen, Eagle Drive, La Verne, announced that the next meeting of the Coalition of Concerned Citizens is on Thursday, August 22, 2019 at the Saint John Episcopal Church in La Verne, at 7 pm., and that they will be discussing the condition of Sierra La Verne Golf Course.

6. Consent Calendar

It was moved by Rosales, seconded by Davis, and unanimously carried to accept, approve, or act on the Consent Calendar items.

City Council Minutes

City Council Minutes of the adjourned meetings of May 20, 2019, June 3, 2019, June 24, 2019, June 25, 2019. Minutes of the regular meetings of June 5, 2019 and June 17, 2019, ***received and filed***.

Registers of Audited Demands	<p>Register of Audited Demands, as follows:</p> <ol style="list-style-type: none">1. In the amount of \$721,612.41, dated June 19, 20192. In the amount of \$2,455,811.48, dated July 10, 20193. In the amount of \$829,421.68, dated July 17, 20194. In the amount of \$2,119,983.26, dated July 25, 20195. In the amount of \$591,507.84, dated August 1, 2019; and6. In the amount of \$329,298.62, dated August 8, 2019 <p>Staff recommended approval of the Register(s) of Audited Demands. <i>Approved as recommended by staff.</i></p>
Treasurer's Reports	<p>Treasurer's Report for the Months of May and June 2019, <i>received and filed.</i></p>
Youth Sports Funds	<p><u>Youth Sports Funds</u> - The Youth Sports Committee has approved the use of \$137,000 from the Youth Sports Capital Improvement Fund. AYSO, La Verne Lazers, and the La Verne/San Dimas Pop Warner are requesting the funds to pay for a portion of the restroom/concession stand being built at La Verne Sports Park.</p> <p>Staff recommended that the City Council should approve the amount of \$137,000 out of the Youth Sports Capital Improvement Fund to pay for a portion of the restroom/concession stand being built at La Verne Sports Park. <i>Approved as recommended by staff.</i></p> <p><u>Resolution (s)</u> passed & adopted, as recommended, as follows:</p>
Resolution No. 19-57, Authorizing Parcel No. 82380 Consolidation	<p><u>Resolution No. 19-57 - Final Parcel Map No. 82380</u> - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING A PARCEL CONSOLIDATION - On February 7, 2017, the Development Review Committee (DRC) approved Tentative Parcel Map No. 82380 (Case 3-17 TPM) to consolidate two parcels into a single parcel to allow the owner of the property to construct an addition and other improvements over an existing property line.</p> <p>Staff recommended that the City Council should adopt Resolution No. 19-57, approving Final Parcel Map No. 82380 and direct staff to sign the map as to its conformance with the Subdivision Map Act and City Municipal Code. <i>Approved as recommended by staff.</i></p>
Resolution No. 19-58, Authorizing a Contract with Eco Tierra Consulting, Inc. for Environmental Services (500 East Baseline Road)	<p><u>Resolution No. 19-58 - Contract CEQA 500 Baseline</u> - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING A CONTRACT WITH ECO TIERRA CONSULTING, INC. -The City is currently processing an application for annexation and development of the property at 500 East Baseline Road. Along with the applicant, the City has selected Eco Tierra Consulting, Inc. as the consultant to prepare the required environmental document to meet the California Environmental Quality Act for the project.</p> <p>Staff recommended that the City Council should adopt Resolution Number 19-58, approving an agreement with Eco Tierra Consulting, Inc. for environmental services, and authorizing the City Manager to enter into an agreement with the environmental consult. <i>Approved as recommended by staff.</i></p>

Resolution No. 19-59,
Authorizing Agreement with
Dawn Trilles, RN and Christine
Jackson, RN to provide
Paramedic Continuing
Education (CE) and Quality
Improvement (QI) for the
La Verne Fire Personnel

Resolution No. 19-59 - Trilles, Jackson Nursing Agreement - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING AN AGREEMENT FOR NURSING SERVICES – The contracts are for the hourly services of Dawn Trilles RN, and Christine Jackson, RN, to provide paramedic continuing education (CE) and quality improvement (QI) for La Verne Fire Department personnel.

Staff recommended that in order to continue to provide for high quality continuing education for paramedics, and to provide a quality improvement program as required by State and County regulations, it is recommended that consultant contracts for Dawn Trilles, RN and Christine Jackson, RN, be approved and the Mayor authorized to sign them by the approval of Resolution No. 19-59. ***Approved as recommended by staff.***

Resolution No. 19-60,
Authorizing a Pedestrian Bridge
Agreement with San Gabriel
Valley Council of Governments
(SGVCOG)

Resolution No. 19-60 - San Gabriel Valley Council of Governments (SGVCOG) Pedestrian Bridge Agreement - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING A PEDESTRIAN BRIDGE AGREEMENT WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) - The City's Enhanced Infrastructure Financing District Plan includes the construction of a pedestrian bridge across Arrow Highway to serve the planned Gold Line Light Rail station to be located at Arrow and E Street. Metro subsequently awarded the City a \$900,000 grant to develop plans, specifications, and engineering (PS&E) for the project, including environmental work. The San Gabriel Valley Council of Governments (SGVCOG), through its Capital Projects and Construction Committee, has agreed to perform the PS&E for the project. The attached agreement allocates the Metro funding to the SGVCOG and establishes the obligations of both the SGVCOG and the City.

Staff recommended that the City Council should adopt Resolution No.19-60, authorizing the City Manager to enter into an agreement with the San Gabriel Valley Council of Governments for the purpose of providing design services related to the Pedestrian Bridge project. ***Approved as recommended by staff.***

Resolution No. 19-61,
Authorizing an Agreement with
the City of San Dimas for
Crossing Guard Services by the
La Verne Police Department

Resolution No. 19-61 - San Dimas Crossing Guard Agreement - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING AN AGREEMENT WITH SAN DIMAS FOR CROSSING GUARDS - The City of San Dimas approached the City of La Verne requesting to enter into an agreement to provide crossing guard services at the intersection of Walnut Avenue and Juanita Avenue in the City of San Dimas.

Staff recommends that City Council should approve the Agreement between the City of La Verne and the City of San Dimas, for the La Verne Police Department to provide crossing guard services, for the period of July 1, 2019 through June 30, 2020. ***Approved as recommended by staff.***

7. At 7:05 pm, the City Council recessed to meet as the Public Finance Authority and reconvened to regular session at 7:10 pm.

8. Presentation of Survey
Results Regarding Tax
Measure

Assistant City Manager/Public Works Director Keesey reported on the survey results regarding the proposed tax measure. He reported that on May 6, 2019, the City Council approved consulting agreements with TBWB Strategies and True North Research to evaluate the feasibility of a potential tax measure for the March 2020 ballot. A survey of likely La Verne voters was subsequently developed and conducted during June 2019. The survey results indicate sufficiently strong support for a sales tax measure to preserve police, fire, and paramedic services, public works related activities, and other essential city services. He stated that a minute motion approving the staff recommendation to pursue a 0.75% general sales tax measure that includes an oversight component; draft appropriate ballot language for a sales tax measure; and develop a public outreach/education component to inform the community about the measure or other City Council direction would be appropriate. He introduced Timothy McLarney, Ph.D. from True North Research and that he would be presenting the findings of the survey.

Timothy McLarney, Ph.D. from True North Research reported on the results of the survey along with a slide presentation. He spoke about the purpose of the study and the methodology used. He stated that the survey showed that the residents felt that the quality of life in La Verne was good to excellent and that the residents were very satisfied with the City of La Verne. He reported on the ballots tests and he stated that the results showed strong support of the measure and that the residents would vote yes. He stated that it would be feasible to move forward with a sales tax measure, because voters value the quality of life and they have a positive opinion of the City's performance in providing services. In addition, he stated that the City should expand the conversation with the Community to build awareness of the need. In closing, he stated there was a solid natural support for the measure and all ballot tests were well above the simple majority for 50% + 1 required for the passage of the measure.

Mayor Kendrick called for public comment

Fred Faught, Virginia Avenue, La Verne, asked how many registered voters are there in La Verne? He asked if the survey poll was broken down by age, working or non-working and how did the consultant come up with the list; and is that information available? In addition, he asked if the polled residents were told that there is no guarantee the sales tax revenue will be spent on police, fire and public works, and asked if they would still vote yes.

Richard Bowen, Eagle Court, La Verne, stated if the measure passed the sales tax revenue would go to the City's General Fund. He asked if there will be oversight on how the funds are spent and will there be citizen input. He spoke about the company who conducted the poll. He stated that they specialize in passing city measures; and that the consultant doesn't live La Verne and he's making money on the deal.

Lynne Del Toro, La Verne, asked if sales tax funds would be used for new projects, new hires to the Fire Department or used to maintain current staff.

Anna Anderson, Sloan Avenue, La Verne, asked if the City raises the sales tax and so does the County of Los Angeles, how would that work and would the sales tax go up higher.

City Manager Russi replied to the questions. He stated that the sales tax will not go up any higher than 10.25% and that there is a cap. He stated that sales tax revenue would be used for projects, to hire, maintain current staff; and to maintain the practice of employee compensation. He stated there would be an oversight committee on how the funds will be spent.

Timothy McLarney, Ph.D. from Ture North Research explained how they arrived with the list of residents polled.

There were no further public comments and the Mayor called for Council comments.

Council Member Hepburn stated that originally he did not support the tax measure. He stated that since there will be an oversight committee consisting of staff and residents and with the Gold Line coming, the City will need more public safety personnel on staff to keep the community safe, he stated he was now very much in favor of the measure.

Council Member Davis stated he is a strong proponent for the measure. He stated that historically, La Verne has been a very frugal Community. He spoke about the Fiscal Sustainability Workshop, negotiation with employee groups and having to tighten their belts with the groups. He stated that the City needs more revenue to support the employees. He stated he supported the measure and there will be an oversight committee and Council should move forward with this approach

Mayor Pro Tem Rosales stated that the City of La Verne needs more public safety employees and those funds are needed to accomplish this. He spoke about legislation in Sacramento which makes it difficult for the La Verne Police Department to police the City's streets.

Council Member Carder stated she was in favor of the measure and if the City doesn't go after the sales tax, the County will. She was in favor of the Oversight Committee and liked the idea of having residents on the committee. She stated that money was needed for the employees, and equipment. She stated this was the way to get the resources to keep moving forward.

Mayor Kendrick stated that 2/3 of the City Budget goes to public safety and there is not a whole lot left over for the employees. He stated the County will go after the sales tax, and it would be best that the sales tax revenue goes to our employees so they can continue providing the services to the community. He stated that the City needs more public safety employees for the safety of the community. He thanked Council Member Hepburn for his support of the tax measure.

It was moved by Davis, seconded by Hepburn, and unanimously carried to Pursue a 0.75% general sales tax measure that includes an oversight component; Draft appropriate ballot language for a sales tax measure; and Develop a public outreach/education component to inform the community about the measure.

Review of Communication
Center Operations

Interim Fire Chief Summers reported on the Review of Communication Center Operations. He stated that earlier this year an issue within the City's dispatch system arose that caused emergency calls from the dispatch center to either of the fire stations to be dropped or the fire station alerting systems failed to receive the call. This failure of the alerting system significantly delayed several emergency responses. While there have not been any recent reoccurrences, and after an exhaustive effort by the City's IT, Fire, and Police Department personnel, a definitive cause for the system failure was never completely been identified or resolved. As a result of concerns for the reliability of the dispatch system, the City Manager requested that a review of the current dispatch operation be undertaken and options be explored to ensure that the City was providing the most reliable emergency dispatch system possible for both of the Fire and Law disciplines.

Interim Fire Chief Summers reported on the result of that service delivery research and the recommendations for the modernization of Police and Fire emergency dispatch operations as reported on Staff Report dated August 19, 2019. He stated that there are two viable options available regarding dispatch service. Upgrade the current Law/Fire Dispatch Center or contract for Fire services. He stated that the most viable and feasible is to contract for fire dispatch services. Two proposals were received, one from Verdugo Dispatch and second one from the County of Los Angeles Fire Department. He stated that Los Angeles County Fire Department is significantly less expensive than Verdugo and far more compatible with the La Verne Fire Department. In addition, he reported on the benefits to the La Verne Police and Fire Departments in contracting with Los Angeles Fire Department and separating the Police and Fire Dispatch. He stated that response time will be reduced and that Los Angeles County Fire Dispatchers are trained to provide medical emergency dispatch, where La Verne dispatchers are not. He thanked Police Chief Paz and Captain Flores for their input and assistance in finding a solution with City's dispatch center. He recommended that the City contract with Los Angeles County Fire Department for fire dispatch services.

The City Council discussed the pros and cons of contracting with the Los Angeles County Fire Department for fire dispatch services.

Mayor Kendrick called for public comment on this matter.

Gary Hunter, La Verne resident, stated it was silly just to have one dispatcher. He did not like the idea of contracting with Los Angeles Fire Department for fire dispatch services. He said he did not like them and did not want them in the City.

Jim Murphy, La Verne resident, asked if the City looked at sharing dispatch services with other cities, like Claremont, instead of contracting with Los Angeles County Fire Department. He also suggested maybe the Police Department could contract out for police dispatching by partnering with other local cities instead of the contracting for fire dispatch services.

Terry Prentice, La Verne resident, stated he was concerned that La Verne at times has only one dispatcher on duty.

There were no further public comments.

Council Member Carder stated she gave this matter much thought about what is best for the community. She stated that the residents don't want Los Angeles County Fire Department. After speaking to the Police and Fire Chiefs, and having learned that the Los Angeles County Fire Department provides emergency medical dispatch and that the response time will be reduced, she felt that contracting with Los Angeles Fire Department for fire dispatch services is the best for the community. She stated that the La Verne Police Department needs to work on training and hiring more dispatchers, but at this time contracting with the County for fire dispatch services is the best step for the City to move forward.

Council Member Davis stated that it was a matter of leasing or owning and what is more economically feasible. He stated that he was in favor of contracting with Los Angeles County Fire Department for fire dispatch services, which is more feasible and that they would provide the best service.

Council Member Hepburn stated he spoke to many people regarding this issue. He stated there were too many calls and not enough dispatchers. He stated it was unacceptable. Council Member Hepburn stated that the City needs to hire more full-time dispatchers. He stated it was not right that there were times that only one dispatcher was on duty. He stated that funds are needed to address this concern. He thanked Interim Fire Chief Summers and Police Chief Paz for researching this matter. He stated that by contracting with the County for fire dispatch services the response time would be reduced and they provide medical emergency dispatch, which the City does not have, and it would save lives. He stated that contracting for fire dispatch services is not a step towards contracting for fire services; and that they were totally separate issues.

Mayor Kendrick stated that by contracting with Los Angeles County Fire Department for fire dispatch services that does not mean the City is contracting for fire services. He stated he is in favor of contracting with the county which would help improve police dispatch, and would improve the quality of life in La Verne.

It was moved by Hepburn, seconded by Carder, and unanimously carried to direct the City Manager and the Interim Fire Chief to finalize the terms of an agreement with the Los Angeles County Fire Department to provide fire dispatch services.

7. Public Comment

This was the time set aside for anyone wishing to address the City Council on items not listed in any other place on the agenda. Mayor Kendrick called for public comment.

Kathy Newlon, La Verne resident asked what the City is doing about the homeless issue in the City. She stated that they are a threat and a danger to the community and that Council should pass an ordinance. She spoke about the City of Upland putting up "No to Panhandlers" signs in their City and that the La Verne Police also encourages residents to say no to panhandlers. She stated she wrote to all members of the Council regarding this issue. She stated that the Mayor replied that he did not feel right not helping the homeless. She felt it was wrong that the Mayor did not follow the Police Department's suggestion to say no to panhandlers.

Lynn Del Toro, La Verne resident, contacted Supervisor's Barger's Office regarding Marshall Canyon Trail connecting to Sierra La Verne. She suggested the City contact their office to see what kind of assistance they can provide regarding this issue.

Li Haung, La Verne resident, spoke about the new sex education program at Bonita High School and that the parents were not notified. Council Member Carder stated she was previously on the Bonita Unified School Board, and can assist her in contacting someone in the School District and would meet with her after the meeting.

Chris Gendreau, Chase's Restaurant Owner, and Downtown Business Improvement District Board Member announced that Linda Wilkinson has withdrawn her lawsuit against him and it's over. He stated he will support the new owner of the Third Street business, and he would continue growing Chase's restaurant and the sales base in downtown La Verne, which pays for City services.

8. Council Comments and
Meeting/Conference Reports

Council Member Hepburn announced that the funding for construction of the Gold Line Extension to Pomona has been secured thanks to the COG Cities dedicating future Measure M dollars to fill the remaining gap. He reported that he attended the Police Department National Night Out Event and it was a success. He commended the La Verne Police Department for doing an outstanding job in hosting the event. In addition, he reported attending the one-year anniversary of Café Wang and that they had great food.

Council Member Davis also reported that he attended the La Verne Police Department National Night Out Event. He spoke about the San Gabriel Valley Council of Governments efforts in securing funding for the Gold Line Construction Project.

Council Member Carder thanked the San Gabriel Council of Governments in reaching out to twenty-seven cities to vote in favor in securing funding for the Gold Line Construction Authority. She reported on the award of contract for the Alignment Design/Built Project for the first nine miles of the Gold Line Project from Glendora to Pomona and she reported that if funding is secured by September 2021, the project to Montclair could be completed. She handed out information on the Gold Line Project. In addition, she reported on the Gold Line Construction Authority upcoming open house and that more information is available on the Gold Line website.

Mayor Kendrick reported on two movie nights at the park hosted by the La Verne Police Officer's Association and he also reported on the last concerts in the park event. He announced that the band the "Answer" has agreed to play at the Fourth of July Fireworks show in 2020. He stated that La Verne has eight more CERT members from Hillcrest. He reported that he attended the Fairplex Command Center Ribbon Cutting ceremony and that he also attended Café Wang one year anniversary event. He thanked Council Members Carder and Hepburn for their hard work and efforts on the Gold Construction Project. He also thanked City Manager Russi, who is also President of the San Gabriel Valley Council of Governments City Manager's Committee for his efforts and hard work in assisting the San Gabriel Valley Council of Government by contacting the cities regarding securing the funding for the Gold Line Construction Project.

9. Adjournment at 8:49 pm, to Monday, August 26, 2019, at 2:00 p.m., interviews for applicants for the Active Transportation Committee.

Respectfully submitted,

Lupe Gaeta Estrella, CMC
Assistant City Clerk

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF
LA VERNE HELD IN THE COUNCIL CHAMBERS
OF THE LA VERNE CITY HALL
Tuesday, September 3, 2019**

- 1 A regular meeting of the La Verne City Council was called to order by Mayor Kendrick at 6:30 p.m.
 - 2 Council Members present: Mayor Don Kendrick
Mayor Pro Tem Charlie Rosales
Council Member Robin Carder
Council Member Muir Davis
Council Member Tim Hepburn

Absent: None.

Advisory personnel present: City Manager Robert Russi
City Attorney Robert L. Kress
Assistant City Manager/Public Works Director Dan Keesey
Assistant City Clerk Lupe Gaeta Estrella
Community Development Director Eric Scherer
Finance Manager Nathan Statham
Police Chief Nick Paz
Community Services Coordinator Yvonne Duran
Personnel Officer JR Ranells
 - 3 Pledge of Allegiance was led by Mayor Kendrick.
 - 4 Announcements of Upcoming Community Events **Announcements of Upcoming Community Events** - This is the time that any person who wishes to make a brief announcement of a future community event that is open to the general public can do so.

George May, La Verne Library Manager reported on the library events for the month of September. He stated that additional information is available on the Los Angeles County/La Verne Library website.

Richard Bowen, La Verne resident announced that the next meeting of La Verne Coalition of Concerned Citizens is holding a Candidate's Forum on Monday, September 23, 2019, for anyone who is interested in running for City Council.

Mayor Kendrick announced that La Verne Day at the Fair is on Friday, September 6, 2019, and that the tickets for La Verne residents are \$1 each and can be purchased by going to the Fairplex website.
 - 5 Consent Calendar

City Council Minutes

Registers of Audited Demands
- It was moved by Carder, seconded by Rosales, and unanimously carried to accept, approve, or act on the Consent Calendar items.
- City Council Minutes** of July 15, 2019, ***received and filed.***
- Register of Audited Demands** in the amount of \$1,204,595.37, dated August 15, 2019; and in the amount of \$548,418.44, dated August 22, 2019.

Staff recommended that the City Council should approve the Register of Demands. **Approved as recommended by staff.**

Resolution (s) passed & adopted, as recommended, as follows:

Resolution No. 19-62,
Authorizing the Execution of an
Amendment to a Ground Lease
with NCWPCS MPL 27 Years
Sites Tower Holdings for
Wireless Facility at Pelota Park,
Kirk B. Johnson Memorial

Resolution No. 19-62 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A GROUND LEASE WITH NCWPCS MPL 27 YEAR SITES TOWER HOLDINGS, LLC A DELAWARE LIMITED LIABILITY COMPANY (PROPERTY LOCATION: 1505 HOLLY OAK STREET; KIRK B. JOHNSON MEMORIAL - PELOTA PARK.) The lease entered into between the City of La Verne and NCWPCS MPL 27 - Year Sites Tower Holdings, LLC (on behalf of AT&T Wireless) for the wireless facility at Kirk B. Johnson Memorial, Pelota Park (KBJMPP) has expired and as such the wireless tenant is operating on a month-to-month lease. The wireless tenant and the City have been in discussions regarding the lease since 2015, and have reached common ground regarding the lease terms moving forward. The amendment to the lease includes six additional five-year extensions allowing the wireless facility to remain at KBJMPP through May 5, 2047, ongoing revenue source to City, (current rent is \$3,341.57 per month); modifications to the rent escalations section which applies an updated CPI-U formula; and ongoing maintenance and minor modifications section to acknowledge and afford City staff the opportunity to review minor modifications proposed for the wireless tenant.

Staff recommended that the City Council should approve Resolution No. 19-62, an amendment to the ground lease, and authorize the execution of the amendment to the ground lease agreement. **Approved as recommended by staff.**

Upgrade Part-time
Communications Officer to Full-
time

Police Chief Paz reported on the request to upgrade a part-time Communications Officer to full-time. He stated that as part of an overall review on how to improve 911 dispatch operations, it was determined that upgrading the existing part-time communications officer position to full-time would improve coverage and reduce the need for some of the existing overtime. Based on the above information, he recommended that the City Council authorize the Communications Officer positions be increased from 7 to 8 Communications Officers.

The City Council all agreed that more 911 dispatchers were needed and were in favor of upgrading a part-time Communication Officer to full-time.

It was moved by Hepburn, seconded by Rosales, and unanimously carried to authorize the positions of Communications Officers increased from 7 to 8.

Public Comment

This was the time set aside for anyone wishing to address the City Council on items not listed in any other place on the agenda. Mayor Kendrick called for public comment.

Susie Morales, La Verne resident urged the City Council not to renew the ground lease agreement for a wireless cellular tower at Pelota Park and that the cellular tower should be moved away from schools, parks, and homes because it will be upgraded to a 5g cell tower. She spoke about the harmful effects of 5g cellular towers.

Gary Hunter, La Verne resident, stated that the signal light at Chelsea and Foothill takes forever to change to green just to make left-hand turn onto Foothill Blvd.

Rick Bowen, La Verne resident, asked how the Assistant City Clerk Estrella got a private email that was sent to Mayor Kendrick and Council Member Hepburn regarding the La Verne Coalition of Concerned Residents holding a candidate's forum. He read an email received from Assistant City Clerk Estrella in response to his private email advising him that an election has not been called, and that the nomination period has not opened and that candidates have not been qualified for the ballot and of her suggestion that the group would benefit from not holding a candidates forum until then. He accused the City of attempting to persuade a citizen group from holding the forum and interfering in the election. He also spoke about how flyers announcing Mayor Kendrick's candidacy for Mayor were sent out and how election forms have not been filed. He thanked the Assistant City Manager/Public Works Director and the Public Works Crew for the great job on Base Line Road.

8. Council Comments and
Meeting/Conference Reports

Council Member Davis announced that Bonita High School Class of 1979 is celebrating their 40th year class reunion at Warehouse Pizza on Saturday, 7, 2019, and invited those interested to attend. He also reported attending the Glenn Davis Dedication and Football game at Bonita High School.

Mayor Pro Tem Rosales stated he attended the Bonita High School Football game at the Glenn Davis Dedication. He stated that it was heartwarming to see all the families going together and enjoying the night. He reported on a neighborhood meeting held at Foxglen attended by the Mayor and Police Staff. He stated that the Foxglen residents were very happy and appreciative.

Council Member Carder reported that there were no meetings for Tri-City Mental Health Authority and the Gold Line Construction. She stated that the Gold Line construction is moving along. She stated that the schools got off to a great start and reminded everyone to drive safety when school is in session.

Council Member Hepburn stated he also attended the Glenn Davis Stadium dedication and Bonita High School Football Game. He stated that the stadium looks fantastic and he spoke about the new improvements and that it was nice have safe stairs. He stated that the family of Glenn Davis was also at the dedication and football game. He also reported that he attended the Fairplex Premier Party and that donations were received for the Fairplex Learning Center. He commended the Fairplex for having a learning center.

Mayor Kendrick reported that he also attended the Fairplex premier party and commended the Fairplex for hosting a great event. He reported that he attended along with Chief Paz, Captain Flores, and Lieutenant Gonzalez, the University of La Verne new student orientation day welcoming them to the City. He stated that each year, the City holds an employee's picnic to thank them for their service, and this year, it was held at Las Flores Park. He thanked the companies, and individuals who donated raffle gifts. He commended Bonita Unified School District and the contractor on the great job renovating the Glenn Davis Stadium and he also spoke about the Glenn Davis Family being at the event. He spoke about the Fairplex Learning Center and of the Career & Technical Education Center (CTEC) Program which he which he helped start. He stated that the CTEC Program helps students prepare for a career if they chose not to attend college. He also reported attending the La Verne Historical Society Potluck Picnic at Las Flores Park.

Mayor Kendrick stated that he is running for Mayor, and that the rumor that he not healthy and will not be running for Mayor is not true. He reported that after 27 years, he is moving his business and will be working from home.

Closed Session

At 6:57 pm, the City Council met in Closed Session for the following purpose:

Conference with Legal Counsel (Government Code Section 54956.9 (d) (2) (4))

One potential case

Public Employee Performance Evaluation (Government Code Section 54957)

Performance Review of the City Manager

CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)

Agency Negotiator:	City Attorney
Unrepresented Employee:	City Manager

9. Adjournment at 9:00 pm.

Respectfully submitted,

Lupe Gaeta Estrella, CMC
Assistant City Clerk

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

9/12/2019

CHECK NO.	AMOUNT	ISSUED TO
148029	\$ 2,010.05	AFLAC
148030	3,487.12	DELTA DENTAL INSURANCE COMPANY
148031	11,833.86	DELTA DENTAL (0020785555)
148032	490.00	CITY OF LA VERNE EMPLOYEE FUND
148033	1,125.00	FIDELITY INVESTMENTS #P0754
148034	6,643.76	THE HARTFORD-PRIORITY ACCOUNTS
148035	166,694.02	HEALTH NET
148036	68,481.92	KAISER FOUNDATION HEALTH PLAN
148037	1,396.64	METLIFE - GROUP BENEFITS
148038	946.45	A.C. NEWMAN CO.
148039	1,750.00	CHRISTINA M. RUSSI
148040	32.00	UNITED WAY CAMPAIGN
148041	948.29	WAGeworks INC.
148042	90.00	WAGeworks
148043	487.28	ACT NOW SIGNS
148044	120.96	ACTION AWARDS, INC.
148045	28.00	ALLGOOD DRIVING SCHOOL, INC.
148046	654.58	AMETHYST HEALING SPA, LLC
148047	96.00	ANDREA VIGIL
148048	780.00	ARMANDO'S CLEANING SERVICES
148049	624.35	AT&T
148050	1,406.21	BASSLER ENTERPRISES
148051	235.60	ANDREW BELLANTE
148052	5,670.60	BRENTAG PACIFIC, INC.
148053	235.60	DONALD BROWN
148054	27,039.84	CALIFORNIA CONSERVATION CORPS
148055	600.00	CALIFORNIA PEST MANAGEMENT, INC.
148056	925.95	CALPERS
148057	1,348.00	CDW GOVERNMENT, INC.
148058	816.75	CHARTER COMMUNICATIONS
148059	6,631.06	COUNTY OF LOS ANGELES
148060	1,092.60	D & H WATER SYSTEMS
148061	234.60	DANIEL DIAZ
148062	125.00	DAVID LINH
148063	224.53	DIAZ, DAVID
148064	961.92	EDGE WAVE INC.
148065	43.95	EVERSOFT
148066	614.13	EWING IRRIGATION PRODUCTS
148067	158.33	FEDERAL EXPRESS CORP.
148068	2,747.74	FRONTIER COMMUNICATIONS
148069	122.50	VICTORIA GALVEZ
148070	184.99	GOLDEN STATE WATER COMPANY
148071	860.00	GOVERNMENT TAX SEMINARS, LLC
148072	300.00	HARDEN, DEVON
148073	293.74	HOLLIDAY ROCK CO.
148074	150.00	HOUSE OF PRAISE
148075	431.74	IMS REFRIGERATION, INC.
148076	1,806.40	INLAND VALLEY DAILY BULLETIN
148077	1,862.53	INTELLI-TECH

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

			9/12/2019
CHECK NO.	AMOUNT	ISSUED TO	
148078	418.34	J.G. TUCKER & SON	
148079	58.00	JESSIE MAGALLANES	
148080	234.60	JOHN DEER	
148081	29.64	KONICA MINOLTA BUSINESS SOLUTIONS	
148082	544.50	LA VERNE POWER EQUIPMENT, INC.	
148083	1,522.00	LACMTA	
148084	160.90	THOMAS LEVAY	
148085	1,149.57	LIFE-ASSIST	
148086	90.00	LISA ELAZEGUI	
148087	3,847.00	LOS ANGELES COUNTY SHERIFF'S DEPT.	
148088	300.00	MAK FIRE PROTECTION ENGINEERING &	
148089	1,754.00	MCLAY SERVICES, INC.	
148090	78.00	KEVIN MELLARD	
148091	180.00	MINKYU PARK	
148092	87.00	MONIQUE SIMISON	
148093	300.65	MORROW MEADOWS CORP	
148094	300.00	NICK BUTLER	
148095	91.50	OFFICE DEPOT	
148096	300.00	PATRICK ORTA	
148097	83.08	PROFESSIONAL DIVERSIFIED FLOOR	
148098	253.00	CHRISTOPHER REGAN	
148099	150.00	ROSE BELTRAN	
148100	16.15	SANDERS LOCK & KEY	
148101	37.85	SAUNERS CONSTRUCTION	
148102	420.00	SCWUA	
148103	66.05	SEQUOIA FINANCIAL SERVICES	
148104	592.63	SO CAL GAS CO	
148105	13,127.72	SOUTHERN CALIFORNIA EDISON	
148106	714.17	T-MOBILE	
148107	357.00	T-MOBILE USA, INC.	
148108	22,500.00	TBWBH	
148109	173.90	TIME WARNER CABLE	
148110	259.60	TIMOTHY LOGAN	
148111	206.10	TRANSUNION RISK & ALTERNATIVE DATA	
148112	350.00	RAY TUCKER	
148113	975.83	U.S. POSTMASTER	
148114	18,500.00	LAI ENFORCEMENT OPERATIONS	
148115	12,835.50	WALLIN, KRESS & KRANITZ	
148116	2,901.25	WELLS FARGO VENDOR FIN SERV	
1909101	87,496.13	UNITED STATES TREASURY	
1909102	28,200.37	STATE OF CALIFORNIA	
1909103	1,715.26	STATE DISBURSEMENT BD0005689	
1909104	19,439.34	WILMINGTON TRUST COMPANY	
1909105	2,267.94	LINCOLN NATIONAL LIFE INSURANCE CO.	
1909106	126,107.67	STATE OF CALIFORNIA	
EFT	966.46	ALL STAR FIRE EQUIPMENT INC.	
EFT	1,750.00	CALIBER COMMERCIAL POOL SERVICE	
EFT	27.38	COLLEGIATE PRESS	
EFT	979.30	COMMERICAL DOOR COMPANY	

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

CHECK NO.	AMOUNT	ISSUED TO
EFT	41.06	COURIER PRINTING, INC.
EFT	16,843.51	CURTIS & SONS, L. N.
EFT	16,650.00	EVAN BROOKS ASSOCIATES, INC.
EFT	668.25	INTERSTATE BATTERY SYSTEM OF THE IE
EFT	25.00	LA VERNE CHAMBER OF COMMERCE
EFT	33,410.00	LA VERNE CONSTRUCTION
EFT	1,380.00	MARTIN SCHERER ELECTRIC, INC.
EFT	264.93	POMONA TRUCK & AUTO SUPPLY
EFT	3,642.82	SALT WORKS, INC.
EFT	14,683.72	U.S. BANK CORPORATE PAYMENT SYSTEM
EFT	1,215.44	WAYFAIR LLC
EFT	4,980.75	WITT, BRENDA
	<u>\$ 774,565.45</u>	

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT
THIS IS A TRUE AND ACCURATE REGISTER OF AUDITED DEMANDS.



NATHAN STATIAM
FINANCE MANAGER

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

9/19/2019

CHECK NO.	AMOUNT	ISSUED TO
148117	\$ 3,792.87	AMERICAN TANK TESTING
148118	1,000.00	ARAGON, RICHARD
148119	195.00	ARMITAGE TACTICAL GROUP
148120	624.35	AT&T
148121	10,936.80	ATHENS SERVICES
148122	571.30	BARRY ANINAG INVESTIGATIONS
148123	1,427.50	BUCKNAM INFRASTRUCTURE, INC.
148124	100.00	BURRO CANYON SHOOTING PARK
148125	44.90	C.A.T. SPECIALTIES, INC.
148126	375.00	CALIFORNIA PEST MANAGEMENT, INC.
148127	350.00	CALIFORNIA TRAINING INSTITUTE
148128	25.00	CALVARY CHAPEL LA VERNE
148129	55.74	CAMBERO JR., FRANCISCO
148130	597.87	CBE LOS ANGELES
148131	107,897.91	CDCE
148132	201.77	CELL BUSINESS EQUIPMENT
148133	70.00	CHEN, TINGTING
148134	116.00	CHUCK ZENISEK
148135	1,988.00	CICO ELECTRICAL CONTRACTORS, INC.
148136	500.00	RETIRED SENIOR VOL. PATROL INC.
148137	10,585.00	CIVILTEC ENGINEERING, INC.
148138	642.30	COLLEY FORD
148139	53.13	CUMMINS CAL PACIFIC, LLC
148140	223.00	D PREP INC
148141	1,384.00	DEPARTMENT OF JUSTICE
148142	88.99	DIRECTV, INC.
148143	165.00	DYNAMIC METHODS
148144	450.00	EDWARD PROFESSIONAL ADVISORS
148145	36.65	EISEN, ERICK
148146	62.15	EMERGENCY VEHICLE GROUP, INC.
148147	500.00	EMMA FALCON
148148	200.00	EMS PERSONNEL FUND
148149	500.00	ERICH MIRANDA
148150	36.23	FEDEX
148151	114.30	FLUID TECH
148152	232.12	FOOTHILL COMMUNICATIONS, LLC
148153	107.64	FRAYEH, TOM
148154	77.90	FRONTIER COMMUNICATIONS
148155	60.49	FULLER TRUCK ACCESSORIES
148156	807.76	GOLDEN STATE WATER COMPANY
148157	160.00	GOLDEN WEST COLLEGE
148158	225.28	GONZALEZ, JANESEA
148159	431.96	GRAINGER
148160	340.00	GUTIERREZ, MARK
148161	280.00	G2 GRAPHICS, INC.
148162	18,452.52	G4S SECURE SOLUTIONS, INC.
148163	340.00	HADAN, MATTHEW
148164	165.00	HEDRICK FIRE PROTECTION
148165	1,727.84	HINDERLITER, DE LLAMAS & ASSOCIATES
148236	72.73	HI STANDARD AUTOMOTIVE, LLC
148166	1,252.77	HOLLIDAY ROCK CO.
148167	4,312.00	INDUCTIVE AUTOMATION
148168	700.60	INLAND VALLEY DAILY BULLETIN

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

9/19/2019

CHECK NO.	AMOUNT	ISSUED TO
148169	19.18	INMARK PRECISION SIGNS
148170	48.00	IRIS PEREZ
148171	369.00	JUST IN TIME COMMUNICATIONS
148172	727.92	KEYSTONE UNIFORM DEPOT
148173	1,548.30	KOSMONT COMPANIES
148175	604.03	LA VERNE PETTY CASH
148176	1,000.00	LA VERNE POLICE DEPARTMENT
148177	298.73	LA VERNE POWER EQUIPMENT, INC.
148178	625.98	LESLIE'S POOLMART, INC.
148179	8,305.50	LEXIS NEXIS RISK SOLUTIONS
148180	3,885.00	LIEBERT CASSIDY WHITMORE
148181	2,383.82	LIFE-ASSIST
148182	40.00	LISA ELAZEGUI
148183	90.00	LIZARDI, ALEJANDRO
148184	43.38	LUA, EVELYN
148185	32.70	MAGSINO, JAMES ROMER
148186	4,880.00	MAIN STREET TOURS, INC.
148187	29,873.16	MARK'S AUDIO-VIDEO
148188	13,830.50	MCLAY SERVICES, INC.
148189	7,852.75	GATEHOUSE MSI, LLC
148190	62.49	MICKY'S JEWELRY STUDIO
148191	386.80	MIRANDA, CHRIS
148192	48.00	MOHAMED B. ASHOURI
148193	115.00	MONIQUE RAMOS
148194	1,595.20	MOTOPOST
148195	178.85	NEWMAN, JUSTIN
148196	60.21	NISHIMURA, ROBERT
148197	250.00	NUWAY JANITORIAL SERVICES
148198	528.89	O.F. WOLFENBARGER
148199	157.10	OFFICE DEPOT
148200	219.58	OFFICE SOLUTIONS
148201	819.20	PACIFIC PARKING SYSTEMS, INC.
148202	24.01	PROWS, JASON
148203	36.00	RIVERSIDE COUNTY SHERIFF
148204	1,750.84	SAFETY NETT, INC.
148205	212.31	SAFETY-KLEEN SYSTEMS, INC.
148206	174.15	SAM'S CLUB/SYNCHRONY BANK
148207	450.00	SAN BERNARDINO COUNTY SHERIFF
148208	55.00	SAN GABRIEL VALLEY CITY MGR. ASSN.
148209	81.58	SANDERS LOCK & KEY
148210	230.76	SATELLITE PHONE STORE
148211	63.14	SAVAGE, HOLLIE
148212	33.18	SEFFER, CINDY
148213	2,025.00	SHELSTED, RONALD
148214	59.82	SO CAL GAS CO
148215	2,089.75	SOUTH COAST EMERGENCY VEHICLE SVCS
148216	2,343.53	SOUTHERN CALIFORNIA EDISON
148217	25.00	STEVE CHAUNCEY
148218	1,950.00	STUMP FENCE CO.
148219	453.33	SUBWAY
148220	206.53	SUMMERS, KIRK
148221	1,072.18	SUPERCO SPECIALTY PRODUCTS
148222	5,118.00	SUPERIOR COURT OF CA,COUNTY OF L.A.

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

9/19/2019

CHECK NO.	AMOUNT	ISSUED TO
148223	59.95	TELIT LOT PLATFORMS, LLC.
148224	99.98	TIME WARNER CABLE
148225	1,851.53	TURBO DATA SYSTEMS INC.
148226	27,000.00	UNIVERSITY OF LA VERNE
148227	32.45	UPS
148228	400.00	LAI ENFORCEMENT OPERATIONS
148229	4,059.01	VERIZON WIRELESS
148230	2,313.00	WATER EDUCATION FOUNDATION
148231	253.40	WEAVER, DAVID
148232	1,000.00	WILFREDO DURAN
148233	3,834.90	WITTMAN ENTERPRISES, LLC
148235	2,000.00	LAI ENFORCEMENT OPERATIONS
EFT	592.98	ALL STAR FIRE EQUIPMENT INC.
EFT	263.19	ALL STATE POLICE EQUIPMENT CO.
EFT	22,015.50	CALIFORNIA LANDSCAPE & DESIGN
EFT	510.28	COLLEGIATE PRESS
EFT	2,126.00	ENVIRONMENT CONTROL
EFT	34,484.64	GREENSCAPE MAINTENANCE SERVICES INC.
EFT	40.41	HAAKER EQUIPMENT CO.
EFT	2,912.00	HODGE, VICTORIA
EFT	11,484.88	INTER-CON SECURITY SYSTEMS, INC.
EFT	1,878.12	INTERSTATE BATTERY SYSTEM OF THE IE
EFT	8,954.18	IPC (USA), INC. AND SUBSIDIARY
EFT	630.00	JAMF SOFTWARE
EFT	2,497.14	L.N. CURTIS AND SONS
EFT	4,326.25	LA VERNE FIRE ASSOCIATION
EFT	2,285.58	LA VERNE POLICE OFFICERS ASSOCIATION
EFT	650.00	LAW ENFORCEMENT MEDICAL SERVICES
EFT	1,377.50	MESSINA AND ASSOCIATES
EFT	3,465.16	MUNISERVICES
EFT	644.80	ORANGE LINE OIL COMPANY, INC.
EFT	58.52	POMONA TRUCK & AUTO SUPPLY
EFT	1,500.00	POMONA VALLEY TRANSIT AUTHORITY
EFT	4,410.00	ROGERS, ANDERSON, MALODY & SCOTT
EFT	1,000.00	SFG RETIREMENT PLAN CONSULTING, LLC
EFT	187.49	UNDERGROUND SERVICE ALERT OF SO CAL
EFT	1,154.48	WESTRUX INTERNATIONAL, INC.
	<u>\$ 427,344.07</u>	

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT
THIS IS A TRUE AND ACCURATE REGISTER OF AUDITED DEMANDS.


NATHAN STATHAM
FINANCE MANAGER

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

9/26/2019

CHECK NO.	AMOUNT	ISSUED TO
148238	490.00	CITY OF LAVERNE EMPLOYEE FUND
148239	1,125.00	FIDELITY INVESTMENTS #P0754
148240	1,750.00	CHRISTINA M. RUSSI
148241	32.00	UNITED WAY CAMPAIGN
148242	948.29	WAGeworks INC.
148243	647.64	UNIVERSITY OF LA VERNE
148244	518.00	AGUILAR, ART
148245	1,139,610.50	ALL AMERICAN ASPHALT
148246	150.00	ANGELA'S ITALIAN KITCHEN
148247	1,000.00	ARAGON, RICHARD
148248	20.00	ARLENE DAVIS
148249	17.96	AWARDS BY CHAMPION
148250	17,552.50	BANK OF AMERICA
148251	189.00	BINGO BUGLE
148252	200.00	BRIAN WINKLER
148253	150.00	CAFFE ALLEGRO
148254	1,575.00	CALIFORNIA PEST MANAGEMENT, INC.
148255	10.00	CALIFORNIA PROFESSIONAL ENGINEERING
148256	71.50	CANYON AIR SYSTEMS
148257	609.00	CARPET TIME, INC.
148258	1,130.25	CHAE MIRELES
148259	150.00	CHASES LLC
148263	2,531.30	CINTAS
148264	6,009.29	CITY OF PASADENA
148265	5,327.67	COUNTY OF LOS ANGELES
148266	3,057.13	DATAPROSE, INC.
148267	12,953.41	DEPARTMENT OF TRANSPORTATION
148268	11,237.91	ECONOLITE CONTROL PRODUCTS, INC.
148269	80.00	ELISHIA GIORDANI
148270	4,606.32	THE FIBAR GROUP, LLC
148271	330.00	FOOTHILL COMMUNICATIONS, LLC
148272	400.00	FREDDIE BOY AND FRIENDS
148273	400.00	FREE WING
148274	31.32	GARCIA, SHANTELE
148275	48.00	GILBERT RAMIREZ
148277	4,980.16	INLAND VALLEY DAILY BULLETIN
148278	10,169.83	INLAND VALLEY HUMANE SOCIETY
148279	225.00	JACK MCCOY
148280	400.00	JDT
148281	4,513.75	KITTLESon & ASSOCIATES
148282	162.75	LA VERNE POLICE DEPARTMENT
148283	5.40	LOS ANGELES COUNTY SHERIFF'S DEPT.
148284	610.00	LWD INC.
148285	1,453.00	MAIN STREET EXPERIENCES
148286	300.00	MALATESTA
148287	85.00	MAYRA ARAMBULA
148288	2,110.50	MCLAY SERVICES, INC.
148289	100,000.00	MERITAGE HOMES OF CALIFORNIA
148290	150.00	MI RANCHITO
148291	300.00	MODERN MAYHEM
148292	150.00	NOTHING BUNDT CAKES
148293	304.47	OFFICE DEPOT
148294	22.98	OFFICE SOLUTIONS

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

9/26/2019

CHECK NO.	AMOUNT	ISSUED TO
148295	567.00	OLIVIA PALMER
148296	150.00	PAPPAS ARTISANAL
148297	150.00	PIZZA BARN
148298	150.00	PIZZA N STUFF
148299	99.99	PURCHASE POWER
148300	90.48	REYES, JOSE
148301	285.00	SAFESHRED COMPANY, INC.
148302	1,148.66	SAFETY NETT, INC.
148303	1,300.00	LAI ENFORCEMENT OPERATIONS
148304	301.56	SANDERS LOCK & KEY
148305	25.00	SANDRA KNOWLES
148306	2,409.50	SIERRA PACIFIC ELEC. CONTRACTING
148307	237.60	SOCIAL VOCATIONAL SERVICES, INC.
148308	150.00	SOL FLOWER
148309	275.00	SOUND WAVE
148318	89,016.12	SOUTHERN CALIFORNIA EDISON
148319	105.00	SOUTHLAND SHREDDING, INC.
148320	150.00	SWEET NORA'S
148321	552.96	SYNTECH GROUP
148322	57.00	TABATHIA BAZZELL
148323	300.00	THE CORNER BUTCHER
148324	550.00	THE FAB 8
148325	753,377.49	THREE VALLEYS MUNICIPAL WATER DIST.
148326	811.17	TIME WARNER CABLE
148327	3,783.24	TPX COMMUNICATIONS
148328	250.00	UNIVERSITY OF LA VERNE
148329	119,070.00	LAI ENFORCEMENT OPERATIONS
148330	979.60	WAXIE SANITARY SUPPLY
148331	2,901.25	WELLS FARGO VENDOR FIN SERV
148332	114.63	XEROX CORPORATION
148333	150.00	4TH STREET MILL
148334	151.93	GRAINGER
1809310	2,100.00	SORIANO, CHRISTINE
2009301	107,040.62	UNITED STATES TREASURY
2009302	35,653.69	STATE OF CALIFORNIA
2009303	1,715.26	STATE DISBURSEMENT BD0005689
2009304	18,446.36	WILMINGTON TRUST COMPANY
2009305	8,799.67	LINCOLN NATIONAL LIFE INSURANCE
2009306	125,969.97	STATE OF CALIFORNIA
2009307	7,258.51	WAGEWORKS INC
EFT	2,370.00	BABCOCK LABORATORIES, INC.
EFT	2,850.99	CALIBER COMMERCIAL POOL SERVICE
EFT	6,886.00	COMMERCIAL DOOR COMPANY, INC.
EFT	4,550.00	ENVIRONMENT CONTROL PUENTE HILLS
EFT	5,562.30	GREENSCAPE MAINTENANCE SERVICES INC
EFT	4,429.39	HI-WAY SAFETY INC.
EFT	4,365.00	LSA ASSOCIATES, INC.
EFT	190.00	MARTIN SCHERER ELECTRIC, INC.
EFT	700.00	PEST OPTIONS INC.
EFT	109,000.00	POMONA VALLEY TRANSPORTATION AUTHORITY
EFT	350.00	RPW SERVICES, INC.
EFT	2,574.66	ZUMAR INDUSTRIES, INC.
	<u>\$ 2,771,374.43</u>	

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

9/26/2019

<u>CHECK NO.</u>	<u>AMOUNT</u>	<u>ISSUED TO</u>
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IN ACCORDANCE WITH GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT
THIS IS A TRUE AND ACCURATE REGISTER OF AUDITED DEMANDS.



NATHAN STATHAM
FINANCE MANAGER

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Agenda Report

CITY OF LA VERNE

City Manager's Office

DATE: October 7, 2019

TO: Honorable Mayor and City Council

FROM: Bob Russi, City Manager 

SUBJECT: Approval of Assignment of Agreement for City Attorney Legal Services

AGENDA SUMMARY:

The City's city attorney law firm will end its partnership effective December 31, 2019. Members of the firm that provide service to the City will be joining the firm of Jones & Mayer. Wallin, Kress, Reisman & Kranitz is assigning its legal services agreement to Jones & Mayer and Council approval is sought.

BACKGROUND:

Wallin, Kress, Reisman & Kranitz and its predecessor firms have served the City of La Verne as City Attorney since 1990.

WKRK will end its partnership on December 31, 2019 and Bob Kress, Peter Wallin, Lisa Kranitz and Cary Reisman will be joining the Jones & Mayer law firm. Jones & Mayer provides city attorney services to 17 cities.

The partners of WKRK that have been providing service to La Verne will continue to do so for the balance of the contract term (through June 30, 2020). Members of the Jones & Mayer firm will be available to the city.

There is no proposed change in the rates for service.

WKRK has assigned their legal services agreement with La Verne to Jones & Mayer. The Council is asked to approve the assignment.

RECOMMENDATION:

I recommend that the City Council approve assignment of the legal services agreement to Jones & Mayer.

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF AGREEMENT (the "Assignment"), is made as of January 1, 2020, by and between WALLIN, KRESS, REISMAN & KRANITZ, LLP, a California limited liability partnership (the "Assignor") and JONES & MAYER, a California professional law corporation (the "Assignee").

RECITALS

A. Pursuant to the Agreement to Provide Legal Services to the City of La Verne and all amendments thereto, attached as **Exhibit A** to this Assignment (the "Agreement"), Assignor has been providing legal services to the City of La Verne (the "City").

B. Concurrently herewith, Assignee has contracted with Peter Wallin, Lisa Kranitz, Robert Kress and Cary Reisman to provide legal services on behalf of Assignee as independent contractors in an of-counsel capacity, and to continue to provide legal services to the City as attorneys associated with Assignee.

C. In connection with Peter Wallin, Lisa Kranitz, Robert Kress and Cary Reisman contracting with Assignee to provide legal services on behalf of Assignee, Assignor desires to assign its interest in the Agreement to Assignee, and Assignee desires to accept assignment thereof on the terms and conditions set forth herein.

D. The City of La Verne approves the terms of Assignment.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this Assignment, and the promises and covenants set forth herein, the parties hereto agree as follows:

1. **Assignment.** Effective as of the Assignment Date (as defined below), Assignor hereby assigns to Assignee all of its rights and interest in and to the Agreement and any guaranties and warranties related thereto.

2. **Assumption.** Assignee hereby accepts the assignment set forth in Section 1 above, and hereby assumes all of the Assignor's obligations under the Agreement arising or accruing on and after the Assignment Date.

3. **Effective Date.** This Assignment shall be January 1, 2020 (the "Assignment Date").

4. **Binding on Successors.** This Assignment shall be binding on and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or in portable document format (pdf)) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the dates under their signatures.

ASSIGNOR:

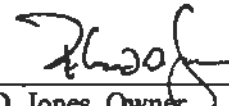
WALLIN, KRESS, REISMAN &
KRANITZ, LLP, a California Limited
Liability Partnership

By: _____
Robert L. Kress, Partner

Dated: October __, 2019

ASSIGNEE:

JONES & MAYER, a California Professional
Law Corporation

By:  _____
Richard D. Jones, Owner

Dated: October __, 2019

CITY OF LA VERNE:

By: _____
Don Kendrick, Mayor, City of La Verne

**Exhibit A to
Assignment**

AGREEMENT TO PROVIDE LEGAL SERVICES

A-1

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made as of the 1st day of July, 2019, by and between the CITY OF LA VERNE, a California municipal corporation, and WALLIN, KRESS, REISMAN & KRANITZ, LLP a limited liability partnership engaged in the practice of law.

The City wishes to engage the services of WALLIN, KRESS, REISMAN & KRANITZ as general counsel on the terms set forth below.

1. Basic Services. WALLIN, KRESS, REISMAN & KRANITZ shall perform such legal services as may be required from time to time by the CITY and its officers. Robert L. Kress, a partner in the firm of WALLIN, KRESS, REISMAN & KRANITZ shall serve as City Attorney, and as such shall be responsible for the preparation and review of all CITY ordinances and resolutions, together with such agreements, deeds and other legal documents as requested by the CITY. The City Attorney, or with the advance approval of the City Manager, an authorized Deputy City Attorney, shall attend all regular and adjourned regular meetings of the City Council. The City Attorney shall render legal advice and opinions on all matters affecting the CITY to the City Council, City Planning Commission, and other boards and commissions, and to the personnel of the CITY, as directed by the City Council and the City Manager. Peter L. Wallin and Lisa E. Kranitz, partners in the firm, are designated as Deputy City Attorneys.

2. Special Services. WALLIN, KRESS, REISMAN & KRANITZ shall represent the CITY in civil litigation and shall appear on behalf of the CITY before administrative and regulatory agencies as directed by the City Council or City Manager. WALLIN, KRESS, REISMAN & KRANITZ shall not represent the CITY in any civil litigation in which WALLIN, KRESS, REISMAN & KRANITZ has a conflict of interest.

3. Time of Performance. The services of WALLIN, KRESS, REISMAN & KRANITZ shall be performed expeditiously in light of the purposes of this agreement.

4. Compensation.

(a) The CITY shall pay WALLIN, KRESS, REISMAN & KRANITZ a monthly general services retainer of Seven Thousand Eight Hundred Dollars (\$7,800.00), in compensation for general services of a continuing nature such as the review of documents, preparation of routine correspondence, resolutions, ordinances and contracts, telephone calls and consultations with staff, attendance at staff meetings (when requested by City Manager), and attendance at regular City Council meetings.

(b) Community Development Department Services. The CITY shall pay WALLIN, KRESS, REISMAN & KRANITZ for work attributable to the Community Development Department, including attendance at Planning Commission meetings and other Community Development Department work, at the hourly rates of Two Hundred Ten Dollars (\$210.00) per hour for partners and One Hundred Forty Dollars (\$140.00) for senior associates. All non-deposit account charges to the Community Development Department shall be fully itemized.

(c) Special Services. For all other services, including but not limited to litigation, labor, and redevelopment law, the CITY shall pay WALLIN, KRESS, REISMAN & KRANITZ at the hourly rate of Two Hundred Thirty Dollars (\$230.00) for partners and One Hundred Forty Five Dollars (\$145.00) for senior associates.

(d) Deposit Projects, Bond Work and Special Fund Services. For work on deposit projects and projects chargeable to Proposition A or C Local Return Funds, the Water Fund or the Low and Moderate Income Housing Fund, the CITY shall pay WALLIN, KRESS, REISMAN & KRANITZ at the hourly rate of Two Hundred Seventy Five Dollars (\$275.00) for partners and One Hundred Sixty Five Dollars (\$165.00) for senior associates. For bond work, payable out of bond proceeds, the CITY shall pay WALLIN, KRESS, REISMAN & KRANITZ at the hourly rate of Three Hundred Fifty Dollars (\$350.00) for partners.

(e) Reimbursement. In addition, the CITY shall reimburse WALLIN, KRESS, REISMAN & KRANITZ for such printing and copying expenses, court fees, computer research, messenger and express delivery, and similar costs relating to legal services that are generally chargeable to a client. WALLIN, KRESS, REISMAN & KRANITZ shall submit monthly to the CITY a statement of account for services beyond those covered by the retainer. The CITY shall review WALLIN, KRESS, REISMAN & KRANITZ'S monthly statements and pay WALLIN, KRESS, REISMAN & KRANITZ for services rendered and costs incurred, as provided for in this agreement on a monthly basis.

5. Indemnification as an Agency Officer. Members of WALLIN, KRESS, REISMAN & KRANITZ who are engaged in services under this agreement will be deemed officers of the City, and the City will indemnify and defend them against any third party claims prosecuted against them for actions taken in the course and scope of their official duties.

6. Termination of Agreement and Legal Services. This agreement and legal services to be rendered under it may be terminated at any time upon thirty days' written notice from either party, with or without cause. In the event of such termination, WALLIN, KRESS, REISMAN & KRANITZ shall be paid for all work completed before termination.

7. Renewal/Proposals for Changes in Fees. This agreement is subject to renewal by mutual agreement of both parties. Any modification to this Agreement or changes in fee structures or compensation must be proposed in writing by no later than March 15, 2020.

IN WITNESS WHEREOF, the CITY and WALLIN, KRESS, REISMAN & KRANITZ have executed this agreement as of the date first written above.

CITY OF LA VERNE

By: 
Don Kendrick, Mayor

WALLIN, KRESS, REISMAN & KRANITZ, LLP

By: 
Robert L. Kress

ATTEST:


Assistant City Clerk

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Agenda Report

CITY OF LA VERNE

Community Development Department

DATE: October 7, 2019

TO: Honorable Mayor and City Council

FROM: Eric Scherer, AICP, Community Development Director 

SUBJECT: Resolution No. 19-66 – Adoption of a resolution authorizing application for, and receipt of, SB 2 Planning Grants Program funds

AGENDA SUMMARY

In March 2018, the State Department of Housing and Community Development allocated approximately \$123 million of funding for the Senate Bill 2 Planning Grants Program. The funds will provide financial and technical assistance to local jurisdictions implementing plans, programs and process improvements that streamline housing approvals and accelerate housing production. The City is eligible to apply for funding through this program and as part of the application process, the City must adopt a resolution authorizing application for, and receipt of, Senate Bill 2 Planning Grants Program funds.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 19-66 authorizing staff to submit an application for the State of California's Department of Housing and Community Development Planning Grants Program, and authorizing the City Manager to enter into a State of California Agreement to receive grant program funds, if the application is approved.

BACKGROUND

SB 2 Planning Grants Program

Senate Bill 2 (SB 2) was adopted in 2017 as part of a 15-bill housing package intended to address the state's housing crisis. SB 2 established a permanent source of revenue to increase the supply of affordable housing within California. SB 2 also established a one-time Planning Grants Program funded by 50% of the revenue collected under SB 2 between January to December 2018. The Planning Grants Program is intended to offer funding for local governments to implement plans, programs and activities that will streamline housing approvals and accelerate housing production. Planning Grants Program proposals may encompass a wide range of plans, programs and activities, but must

SB 2 Planning Grant Application
October 7, 2019
Page 2

demonstrate a nexus to accelerating housing production, and must align with the state's planning priorities. Expedited processing, or the speeding up of approvals and permit processing, including instituting programs that streamline or consolidate the review process, has been identified as one type of activity with a demonstrated nexus to accelerating housing production.

Expedited Processing

Staff intends to apply for program funding that will allow for the development and implementation of process improvements to speed up the overall approval and permitting process required for development projects within the City. Specifically, staff will be seeking funding to transition into an online-based, electronic permitting system. The proposed system will be accessible to individuals via the internet on a 24/7 basis and will allow individuals to submit permit applications, review the status of permit applications, and review archived permit records, at their convenience. In addition to developing the proposed online permitting system, the funds will be utilized to scan and convert thousands of existing permit records into electronic files to be uploaded to the new permitting system.

Planning Grants Program Application: Funding Amount & Timeline

\$123 million of funding has been made available for the Planning Grants Program. Based on population, the City is eligible for a minimum award of \$25,000 and a maximum award of \$160,000. Staff intends to apply for the maximum award amount of \$160,000. Funds awarded through the Planning Grants Program may be utilized over a three (3) year period, but all funds are required to be used by June 30, 2022.

Funds are currently being made available on a non-competitive, over-the-counter basis. This means all applications submitted during this period will be reviewed and approved on a first-come, first-served basis as long as all application requirements have been met. The deadline to submit an application during the over-the-counter period is November 30, 2019.

Staff is currently working on the application and will be submitting it to the Housing and Community Development Department in the next month. As part of the application process, the Housing and Community Development Department requires cities to adopt a resolution authorizing submission of the application, as well as acceptance of the grant award, if the application is approved. Staff has prepared Resolution No. 19-66 (Attachment A) to fulfill this requirement.

Respectfully submitted by: Maia McCurley, Assistant Planner

Attachments: A. Resolution No. 19-66

RESOLUTION NO. 19-66**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS.**

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council of the City of La Verne desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA VERNE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of \$160,000.

Section 2. In connection with the PGP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City of La Verne's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

Section 3. The City of La Verne shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

Section 4. The City Manager is authorized to execute the City of La Verne Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City of La Verne as required by the Department for receipt of the PGP Grant.

PASSED, APPROVED AND ADOPTED this 7th day of October, 2019.

Don Kendrick, Mayor

ATTEST:

Lupe Gaeta Estrella, Assistant City Clerk

I hereby certify that the foregoing **Resolution No. 19-66** was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the **7th day of October, 2019**, by the following vote:

AYES:


NOES:

ABSENT:

ABSTAIN:

Agenda Report

CITY OF LA VERNE
City Manager's Office

DATE: October 7, 2019
TO: Honorable Mayor and City Council
FROM: Bob Russi, City Manager 
SUBJECT: Designation of City Historian

AGENDA SUMMARY:

Board Members of the La Verne Historical Society (LVHS) on behalf of their President have submitted a request to the Mayor to designate Mr. William Lemon the official City Historian.

RECOMMENDATION:

It is recommended that the City Council accept the recommendation to designate Mr. Lemon as Historian for the City.

BACKGROUND:

Since the passing of Evelyn Hollinger there has been no official City historian. Recognizing the importance of having a consistent and accurate historical reference to depend on, the La Verne Historical Society has requested that the Mayor consider designating William Lemon as the City's Historian.

Most recently, Mr. Lemon has assisted in the City's General Plan update with research and guidance of historical information ensuring the area of cultural resources was adequately covered. Mr. Lemon has served on the LVHS for over 30 years. In addition to the LVHS he also assists many other organizations including but not limited to the following: Ancestry.com, Newspapers.com, University of La Verne, David and Margaret Youth & Family Services, and Hillcrest Retirement Community

Respectfully submitted by:

Christy Lopez
Senior Management Analyst
Attachment: Proposal to Appoint La Verne Historian

Proposal to Appoint Mr. William Lemon as Official City of La Verne Historian

History/Background

La Verne's first official City of La Verne Historian was Ms. Evelyn Hollinger (1912-2001), born in Chino and raised in Ontario. In 1954 she moved with her husband Albert to La Verne, where she spent the remainder of her life. Ms. Hollinger worked for the *La Verne Leader* and the *Pomona Progress Bulletin*, served as the City Hostess for 19 years, and helped to found the Historical Society of La Verne.

In 1987, Ms. Evelyn Hollinger was chosen by the Historical Society to write a book to celebrate the 100th anniversary of La Verne. Her book, *La Verne: The Story of the People who Made a Difference*, was published in 1989. In 1987 she was named the official City of La Verne Historian in recognition of her contributions to the community.

After Ms. Hollinger's death, several La Verne residents were unofficially recognized as experts on the City's history. Mr. Galen Beery, President of the La Verne Historical Society for more than 20 years, was affectionately known as "Mr. La Verne." Mr. Beery collaborated on developing an index to Ms. Hollinger's book (published in 2005) that greatly facilitated researching its contents. In 2008, he completed *The Brethren of La Verne: A History of the Church of the Brethren of La Verne, 1890-2008*, a work that was begun by Evelyn Hollinger. Mr. Beery was an active participant in the "Hands on History" program between the La Verne Historical Society and the Bonita Unified School District until his death in 2016. Artifacts related to La Verne and preserved by Mr. Beery form the basis of the Historical Society's present historical collection.

Dr. Marlin Heckman, Professor Emeritus of the University of La Verne and its head librarian and archivist, maintained the residents' archives and the library at Hillcrest Retirement Community until his death in 2018. Dr. Heckman was the author of several books that celebrated La Verne, including the *University of La Verne*, *The Gem of Lordsburg: The Lordsburg Hotel/College Building*, and several self-published books on focused local topics, including *The Doors of La Verne*. He was a sought-after lecturer at Hillcrest and for the La Verne Historical Society.

Current Need

Mr. William (Bill) Lemon has continued the tradition of historical and family research. He has been a resident of La Verne for 60 of his 73 years. His mother came to La Verne in 1919 and his father in 1923. Mr. Lemon was employed by the Bonita Unified School District for 28 years as a school bus driver. During this time, he pursued his growing interest in family and local history, and gained the reputation as an invaluable resource to local residents who seek information about their homes and ancestors. Mr. Lemon has been an active member of the La Verne Historical Society for over 30 years, and the following list of accomplishment attest to his deep attachment to the City:

- ✓ Serves on the Board of the La Verne Historical Society as its Vice-President, where he manages its website and Facebook page, writes for the *LVHS Newsletter*, conducts regular walking and bus tours of La Verne sites of interest, evaluates homeowner applications for historical house markers, and attends all LVHS events;
- ✓ Serves as a local historian who utilizes a number of on-line sources for his research, including Ancestry.com, FamilySearch.org, GenalogyBank.com, and Newspapers.com;
- ✓ Researcher at the University of La Verne Wilson Library Archives and Special Collections;
- ✓ Collaborates on projects with other LVHS members such as research of the history of David and Margaret Youth & Family Services, development of LVHS-sponsored cemetery tours, and restoration of a 1938 International flatbed work truck;
- ✓ Researches site locations and provided commentary for the 2018 Murals of La Verne bicycle tour with Bike La Verne and the San Gabriel Valley Bike Coalition;
- ✓ Co-author of the upcoming *Lordsburg/La Verne in Pictures*, an Images of America picture history published by Arcadia Books;
- ✓ Founding Member and docent for *The Story of La Verne* exhibit at the Gallery at Hillcrest, an ongoing collaborative project with Hillcrest Retirement Community, the City of La Verne, the University of La Verne, the Bonita Unified School District, and the Cultural and Natural History Collections at ULV;
- ✓ Preservationist of the collection of artifacts of the late Galen Beery.

Proposal

The City of La Verne is currently updating its General Plan to be completed in 2020. The City reserved a section entitled "Cultural Resources" to reflect the value it places on local history and the preservation of tangible and intangible resources that make La Verne a desirable place to live. The La Verne Historical Society was invited to participate in development of the General Plan document and its representative relied on Mr. Lemon's research and guidance through this process. Completion of the updated General Plan would be an optimal time to revive the position of City Historian.

In recognition of the value that residents of the City of La Verne place on its history, cultural resources, and preservation of its many stories, members of the Board of Directors of the La Verne Historical Society propose that Mr. William Howard Lemon be officially recognized as the City of La Verne Historian. His deep knowledge of the history of people, places, and events in La Verne's history, his ongoing contributions to many and varied activities that preserve and celebrate La Verne, and his collaborations with numerous organizations that contribute to quality of life in La Verne, warrant this recognition.

We urge members of the La Verne City Council to make this official appointment.

Sincerely,

Sherry Best, President

La Verne Historical Society

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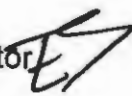
Agenda Report

CITY OF LA VERNE

Community Development Department

DATE: October 7, 2019

TO: Honorable Mayor and City Council

FROM: Eric Scherer, AICP, Community Development Director 

SUBJECT: Resolution No. 19-67 – Authorizing a Memorandum of Understanding between the Cities of Glendora, San Dimas and La Verne for Homeless Plan Implementation Program Grant Funds

AGENDA SUMMARY

The cities of Glendora, San Dimas and La Verne submitted a joint application for the County of Los Angeles' 2018 Cities Homelessness Plan Implementation Program and were awarded \$305,700 of grant funding to further achieve the strategic goals of their County approved homelessness plans. The County of Los Angeles requires the three (3) cities to execute a Memorandum of Understanding (MOU) to set forth provisions related to the shared grant funds and shared services the funds will be utilized for. Staff has prepared a resolution to authorize execution of an MOU for this purpose.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 19-67 authorizing the execution of an MOU between the cities of Glendora, San Dimas and La Verne for the shared \$305,700 of grant funds awarded under the County of Los Angeles' 2018 Cities Homelessness Plan Implementation Program.

BACKGROUND

Homeless Plan

On June 18, 2018 the City Council approved Resolution No. 18-33, adopting the City's "Plan to Prevent and Reduce Homelessness" (Homeless Plan). The adopted Homeless Plan outlines four (4) strategic goals, along with supporting action items, to prevent and reduce homelessness over the course of three (3) years. Implementation of the Homeless Plan and its identified goals and actions is based upon the City's ability to access the necessary resources, opportunities and funding required for implementation. Staff made substantial progress during the first year of the Plan's implementation, but additional funding and resources will allow for further progress to be made.

2018 Cities Homelessness Plan Implementation Program

In recognition of cities' need for additional resources in order to implement their adopted homeless plans, in September 2018, the County of Los Angeles Board of Supervisors allocated \$9 million of Measure H funds and \$3 million of State Homeless Emergency Aid Programs for the 2018 Cities Homelessness Plan Implementation Program. The program provides grant funding to support cities in achieving the strategic goals of their County approved homeless plans.

The County of Los Angeles Chief Executive Office's Homeless Initiative Unit, in conjunction with the United Way's Home for Good Funders Collaborative, released a request for proposals and in late 2018, the City submitted two (2) separate multi-jurisdictional applications with the cities of San Dimas and Glendora, as well as Pomona, Claremont and Tri-City Mental Health Center, respectively.

Grant Award: Scope of Work and Use of Funds

A total of \$305,700 of grant funding for an 18-month period was awarded for the Glendora, San Dimas and La Verne application. The funding will be utilized to complete a Permanent Housing Availability study and to hire a dedicated homelessness liaison for Glendora, San Dimas and La Verne. \$30,000 of the grant award has been allocated to complete the study, which will evaluate properties within each of the three (3) cities that are both available and suitable for potential conversion into permanent affordable housing. The study will be a valuable informational resource for the three (3) cities as they move forward with addressing homelessness.

\$120,000 of the grant award will be used to hire a dedicated homelessness liaison. The liaison will divide their time between the three (3) cities, and will oversee a pilot motel voucher program and pilot rapid re-housing program, as well as engage in landlord outreach to identify and increase the number of landlords willing to rent to homeless individuals. \$70,200 of the grant award has been allocated for the motel voucher program, which will enable the rental of motel rooms in order to provide immediate shelter for homeless individuals. \$85,500 of the grant award has been allocated for the rapid re-housing program, which will provide rental assistance and case management services for up to 15 households.

County of Los Angeles Contract & Glendora, San Dimas and La Verne MOU

The City of Glendora, as the lead agency for the project application, executed a contract with the County of Los Angeles to accept the grant award in August 2019 (Attachment C). The executed contract identifies the 18-month project funding period, which is between September 1, 2019 and February 28, 2021, along with timelines for completion of project milestones and submittal of project reports. The first project deliverables required by the contract are the submission of a Memorandum of Understanding between the three (3) cities, as well as execution of any subcontracted agreements

Glendora, San Dimas, La Verne MOU
October 7, 2019
Page 3

necessary for implementation of the funded activities, within 60 days of the execution of the County contract.

The three (3) cities will work collaboratively to select a homeless service provider and consultant to implement the identified programs and activities funded by the grant award, but the City of Glendora, as the lead agency, will be responsible for executing and submitting the subcontractor agreements to the County.

The required MOU between the three (3) cities establishes the shared goals of Glendora, San Dimas and La Verne in addressing homelessness, as well as provisions related to the shared grant funds and shared services the funds are to be used for. Resolution No. 19-67 authorizes the City Manager to execute an MOU between the three (3) cities for this purpose.

Respectfully submitted by: Maia McCurley, Assistant Planner

Attachment: A. Resolution No. 19-67
B. Memorandum of Understanding between cities of Glendora, San Dimas and La Verne
C. Executed Contract with County of Los Angeles for City Planning Grants Year 2 Implementation of Cities Homelessness Plans

RESOLUTION NO. 19-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF GLENDORA AND THE CITY OF SAN DIMAS FOR SHARED HOMELESS PLAN IMPLEMENTATION PROGRAM GRANT FUNDS

BE IT RESOLVED by the City Council of the City of La Verne as follows:

Section 1. That the City Manager of the City of La Verne be hereby authorized to execute an Memorandum of Understanding with the City of Glendora and the City of San Dimas, said Memorandum of Understanding being in the form attached hereto and made a part hereof by reference as through the same were set forth in full herein.

Section 2. That the Mayor shall sign and the Assistant City Clerk shall certify to the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED AND ADOPTED this 7th day of October, 2019.

Don Kendrick, Mayor

ATTEST:

Lupe Gaeta Estrella, Assistant City Clerk

I hereby certify that the foregoing **Resolution No. 19-67** was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the 7th day of October, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lupe Gaeta Estrella, Assistant City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated as of the 8th day of October, 2019, is between the City of Glendora, general law city & a municipal corporation; the City of San Dimas, a municipal corporation; City of La Verne, a municipal corporation; (the aforementioned cities are sometimes referred to herein individually as "City" and collectively as "Cities").

RECITALS

- A. The Cities and the County of Los Angeles have been working cooperatively to address issues related to homeless individuals and individuals at risk of homelessness. To that end, the County released the 2018 Cities Homelessness Plan Implementation Request for Proposals in September 2018. The Cities submitted collaborative Priority Area 1 Proposal to fund a Homelessness Liaison, Motel Voucher Pilot Program, Rapid Re-Housing Pilot Program and a City Housing Study to strengthen services and a direct connection to the Coordinated Entry System (CES) that will offer a point of entry into supportive services available throughout the county and will mobilize for outreach and other projects as needed throughout the three cities.
- B. The Cities' goal is to decrease homelessness in the three cities by engaging those individuals experiencing homelessness and directing them to essential supportive services to remove barriers and move them into permanent housing.
- C. The Cities have now been awarded a grant under the 2018 Cities Homelessness Plan Implementation Program in the amount of \$305,700 (the "Grant Funds").
- D. The purpose of this MOU is to provide the basic understanding between the Cities with respect to the Grant Funds and to set forth basic provisions that the Cities contemplate to utilize the shared case management team.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

I. Term:

Term: This MOU shall be effective as of the date the last City has executed the same ("Effective Date"). This MOU shall remain in full force and effect for 18 months ("Term") subsequent to the Effective Date.

II. CITY'S RESPONSIBILITIES:

A. The Grant Funds will be used to fund to fund a Homelessness Liaison, Motel Voucher Pilot Program, Rapid Re-Housing Pilot Program and a City Housing Study in each of the three cities.

B. To meet the Grant Funds requirements, each City will make an in-kind contribution by providing office space, parking, utilities, etc. over the 18-month term of the grant for the Homelessness Liaison.

C. The Cities hereby warrant, represent, and covenant that each City will comply with all applicable local, state or federal guidelines, regulations, requirements and statutes and/or as required under the laws or regulations relating to the source of the Grant Funds to be transferred by the County to the Cities pursuant to this MOU, and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU.

D. Glendora will be the lead agency in respect to contracting with the County for the Grant Funds and administration of the Grant Funds. Glendora will process/submit reimbursement requests to the County, and submit quarterly and final reporting to the County.

E. Each City shall maintain records related to the operation of the Case Management Team and use of Grant Funds for five (5) years following the expiration of this MOU.

III. CONTRACTOR SELECTION AND ADMINISTRATION:

A. The Cities proposal identifies an individual from each City that will comprise the Cities Implementation Team. The members of the Cities Implementation Team will meet as often as necessary to review the proposals from contractors to perform the Case Management Team scope of work set forth in the Proposal and to make a final selection of a contractor.

B. After selection of the contractor has been approved by the Cities, the Cities will enter into a contract with the contractor to provide services and the Cities will thereafter administer that contract.

C. The Cities, after consultation with the City Attorney of each City, will ensure the contract terms meet program requirements for the Grant Funds and address all required obligations, including but not limited to insurance, indemnification, and non-discrimination, prohibition on religious activity, recordkeeping, invoice procedures and program reporting.

D. Any amendments to the contract term, amount, or scope of work will be discussed and agreed upon by the Cities. No City will authorize the Contractor to

exceed the contracted costs without the prior written consent and approval of all three Cities.

E. Should any of the Cities engage the contractor to initiate a specific task unique to their organization, the financial obligation and project management for that specific task will be the sole responsibility of that City and will not be covered under this MOU or the service contract executed to implement this MOU.

F. The obligations and participation of the County under this MOU shall be limited solely to the issuance of the Funds to the Cities in accordance with the requirements of this MOU or the terms/legal requirements of the source of the Funds.

IV. THIRD PARTY LIABILITY AND INDEMNIFICATION:

A. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Cities or any City in fulfillment of their responsibilities under this MOU, such liability, loss, or damage shall be borne by each City in relation to each City's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Cities, or any City or their officer, employees, or agents, respectively, as provided by law.

B. Each City which is a party to this MOU agrees to cooperate with the other Cities in the operation of their respective risk management systems, insofar as such operation relates to this MOU. Each party agrees that if any incident, loss, damage, or claim occurs and is reported as a part of its respective risk management system arising out of the activities involved with this MOU, such report will be immediately delivered to the members of the City Implementation Team. It is agreed and understood that said reports will be held in the strictest of confidence and that each party agrees to cooperate fully with the other in the investigation and resolution of the incident or liability exposure revealed as a result of its respective risk management system.

C. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

D. Each City shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, or employees when performing any activities or obligations required of that party under this MOU.

V. MISCELLANEOUS

A. Cities shall have no right to assign this MOU without the express written approval of the County. This MOU shall be binding upon and inure to the benefit of the Cities and their permitted successors, assigns and legal representatives.

B. This MOU (including for the purpose of clarity, the recitals, to this MOU), contains the entire agreement between the Cities with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein

C. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the authorized representative from each City; no oral understanding or agreement not incorporated herein shall be binding on any of the Cities.

D. The Cities hereby certify compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

E. In the event a City defaults in the performance of any of their obligations under this MOU or materially breaches any of the provisions of this MOU, the non-breaching Cities may enforce this MOU through any available remedies.

F. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given to the individuals identified for each City in the Proposal as a member of the City Implementation Team. All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given.

G. In any action or proceeding to enforce or interpret any provision of this MOU, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.

H. Each Party warrants, represents, and covenants that the execution, delivery and performance of this MOU have been duly authorized by all necessary action of such Party's governing board, and the person executing this MOU on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.

I. The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this MOU. In the event of any legal action to enforce or interpret this Contract, the laws of state of California shall apply.

J. Any City shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to

the other City, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the City not performing.

K. Each City agrees that the insurance held by the other, whether commercial or self-insurance is sufficient for the purpose of this MOU.

L. This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement.

M. Authority and Signatures: The individuals signing this MOU, and its exhibits, which are incorporated herein by reference, have the authority to commit the City they represent to the terms of this MOU, and do so commit by signing.

CITY OF GLENDORA, CALIFORNIA

By: _____
Adam Raymond,
City Manager

CITY OF SAN DIMAS, CALIFORNIA

By: _____
Kenneth J. Duran
City Manager

CITY OF LA VERNE, CALIFORNIA

By: _____
Robert Russi
City Manager



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**CITY OF GLENDORA, PARTNERING WITH LA VERNE AND
SAN DIMAS**

FOR

**CITY PLANNING GRANT – YEAR 2
IMPLEMENTATION OF CITIES HOMELESSNESS PLANS**

CONTRACT NUMBER: AO-19-641

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

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF GLENDORA, PARTNERING WITH LA VERNE AND SAN DIMAS
FOR
CITY PLANNING GRANTS – YEAR 2
IMPLEMENTATION OF CITIES HOMELESSNESS PLANS**

This Contract is entered into this 28th day of August 2019, by and between the County of Los Angeles (hereafter "County") and **City of Glendora, Partnering with La Verne and San Dimas** (hereafter referred to as "Contractor"), to provide County with homeless services.

RECITALS

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

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

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

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

with the statement of work in the city's approved grant and contract; and, 2) the expenses comply with all terms and conditions of the contract, are reimbursed after execution of the contract, and are submitted for review and approval by CEO; and

WHEREAS, the Los Angeles County, Homeless Initiative Unit and United Way, have reviewed the Contractor's proposal and approved providing **\$305,700** to the Contractor for Homeless Plan Implementation services; and

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

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

1 APPLICABLE DOCUMENTS

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

Standard Exhibits:

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

1.9 Exhibit I - Compliance with Fair Chance
Employment Practices Certification

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

2 DEFINITIONS

2.1 Standard Definitions:

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

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

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

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

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

2.1.1.14 United Way Home for Good Funders Collaborative: a public-private partnership, which collaborates on solutions to end homelessness in Los Angeles County.

3 WORK

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

4 TERM OF CONTRACT

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

5 CONTRACT SUM

5.1 Total Contract Sum

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

5.2 Written Approval for Reimbursement

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

not occur except with the County's express prior written approval.

5.3 Intentionally Omitted

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

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

5.5 Invoices and Payments

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

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

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

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

Homeless Initiative Unit

**Los Angeles County Chief Executive Office
Hall of Administration
500 W. Temple Street, Rm 493
Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov**

5.5.5 County Approval of Invoices

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

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

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

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

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

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

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

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

6.3 County's Project Manager

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

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

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

6.4 County's Contract Project Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

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

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

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

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

7.6 Confidentiality

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

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

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

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

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

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

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

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

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

Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer and his/her designee.

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

8.2 Assignment and Delegation/Mergers or Acquisitions

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

this Contract.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.2 Complaint Procedures

- 8.5.2.1 Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.
- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation,

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

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the

provisions of this paragraph shall be a material breach of this Contract.

8.10 Intentionally Omitted

8.11 Consideration of Hiring GAIN-GROW Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of

Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of

Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

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

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

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

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

or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The

contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

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

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's

General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

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

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying

each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive

insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this

coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

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

8.25.4.2 Professional Liability-Errors and Omissions

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

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Chief Executive Officer, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

- 8.27.1 If the contractor's prices decline, or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery

conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period

of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

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

8.37 Publicity

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

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

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the

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

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's

request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees. Any entity hired by Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

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

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

- 8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

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

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

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the

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

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance

pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

- 8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a

commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

8.53 Time Off for Voting

- 8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and

subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

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

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

8.55 Compliance with Fair Chance Employment Practices

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

8.56 Compliance with the County Policy of Equity

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

based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

9 UNIQUE TERMS AND CONDITIONS

9.1 Contractor Protection of Electronic County Information

9.1.1 Data Encryption

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

a. Stored Data

Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

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

c. Certification

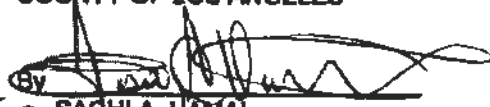
The County must receive within ten (10) business days of its request, a certification from the Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set for the above. In addition, Contractor shall maintain a copy of any validation/attestation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

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

- 9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected

with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.


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

COUNTY OF LOS ANGELES
By 
FOR SACHI A. HAMAI
CHIEF EXECUTIVE OFFICER

8/28/19
Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
KATHERINE M. BOWSER 8/27/19
Principal Deputy County Counsel


By City of Glendora
Contractor
Signed: 
Printed: Adam Raymond
Title: City Manager

EXHIBIT A

STATEMENT OF WORK

**City of Glendora, Partnering with La Verne and San Dimas
City Homelessness Plan Implementation Grant**

Section I. Overview

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

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

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

Based on the 2018 Point-in-Time Homeless Count (PIT Count) conducted by the Los Angeles Homeless Services Authority (LAHSA), the cities of Glendora, San Dimas, and La Verne (GSL Cities) have a combined homeless count of 83 individuals and family members.

Since the completion of their homeless plans, Glendora, San Dimas, and La Verne have been steadily moving forward on plan activities. Glendora has identified a CES Access Site location, San Dimas has created a Resource Guide that serves as a first step in increasing coordination, and La Verne has approved a resolution in support of the Everyone In Campaign to show commitment to collaboration. Each city has participated in many calls with cities in the San Gabriel Valley to discuss ways they can partner to address homelessness; the proposed project is a result of these conversations.

Section II. Objectives and Program Description

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

Priority Area 1

The GSL Cities will partner on a project to increase the supply of housing and reduce the length of time people are homeless in our cities by hiring a Homeless Liaison to pilot a motel voucher program (interim housing program) and rapid re-housing program to provide an immediate increase in interim housing, and to engage in outreach to landlords to identify those willing to

EXHIBIT A

STATEMENT OF WORK

rent to homeless individuals in order to increase the permanent housing supply for people experiencing homelessness.

In addition, the GSL Cities will engage a consultant to complete a Permanent Housing Availability Report, which will provide the cities with detailed findings on vacant properties and motels/mobile home parks that are available for and suited to be converted to permanent affordable housing. The cities may consider using this report to assess properties for conversion, and, where appropriate and within each individual city, consider converting properties to interim or permanent affordable housing (this will occur beyond the project period).

This project supports the goals of each of our city's homelessness plans, which include goals to improve coordination, increase use of CES, and explore opportunities to increase affordable housing, and addresses HI strategies B3, B7, E7, E8, and F7. The project was chosen because it meets the immediate housing needs of those who are homeless in the GSL Cities.

Section III. Tasks

Task I: GSL Cities enter into agreement.

ACTIVITIES	TARGET OUTCOME	DUE DATE (IF APPLICABLE)
GSL Cities will enter into a memorandum of agreement (MOA) or other type of agreement establishing the terms of their collaboration on this project.	Executed MOA	60 days after contract execution

Task II: Execute Subcontractor Agreement(s)

ACTIVITIES	TARGET OUTCOME	DUE DATE (IF APPLICABLE)
1. Select and contract with consultant to complete the Permanent Housing Availability Report. Copy of draft subcontractor agreement must be submitted to County for approval.	Executed subcontractor agreement	60 days after contract execution
2. Select and contract with Homeless Services Provider for the services of the Homeless Liaison, who will administer the Interim and Rapid Re-housing programs and conduct landlord outreach. Copy of draft subcontractor agreement must be submitted to County for approval.	Executed subcontractor agreement	60 days after contract execution

EXHIBIT A

STATEMENT OF WORK

Task III: Establish and Implement the Rapid Re-Housing, Interim Housing, and Landlord Outreach Pilot Programs

Activities	Metrics	Target Outcome
Interim Housing (motel vouchers)	Number of individuals and family members newly enrolled	Target Metrics and Outcomes for this activity TBD in partnership with selected subcontractor. Proposed target outcomes and metrics must be submitted to the County for review and approval
	Number of individuals and family members active in the program within the report date range	
	Number individuals and family members who exited to any destination within the report date range	
	Number of individuals and family members who exited to permanent housing destination within the report date range	
	Percentage of individuals and family members who exited the program to permanent housing	
Rapid Re-Housing	Number of individuals and family members newly enrolled in the program within the report date range	Target Metrics and Outcomes for this activity TBD in partnership with selected subcontractor. Proposed target outcomes and metrics must be submitted to the County for review and approval.
	Number of individuals and family members active in the program within the report date range	
	Number of individuals and family members that move-in to permanent housing destination within the report date range	
	Number of individuals and family members that exited to permanent housing destination within the report date range	
	Number of individuals and family members with move-in dates that exited the program to any destination	
	Number of individuals and family members who obtained employment	
	Number of individuals and family members who obtained benefits	
	Number of individuals and family members who retained permanent housing (reached the 6-month retention milestone from date of placement)	
	Number of individuals and family members placed in permanent housing who were eligible to meet the 6-month retention milestone	

EXHIBIT A

STATEMENT OF WORK

	(DENOMINATOR FOR ABOVE METRIC)	
	Number of individuals and family members who retained permanent housing (reached the 12-month retention milestone from date of placement)	
	Number of individuals and family members placed in permanent housing who were eligible to meet the 12-month retention milestone	
Landlord Outreach	Number of landlords engaged	Target Metrics and Outcomes for this activity TBD in partnership with selected subcontractor. Proposed target outcomes and metrics must be submitted to the County for review and approval.
	Number of units leased as a result of landlord outreach	

Task IV: Permanent Housing Availability Report

Activities	Target Outcome	Due date
Complete Feasibility Study to provide the cities with detailed findings on vacant properties and motels/mobile home parks that are available for and suited to be converted to permanent affordable housing.	Completion of final report. Include narrative report on progress of feasibility study in quarterly reports.	Estimated Completion March 2020

Section V. Staffing

Provide description of staff roles that directly support the successful implementation of the funded program.

GSL Cities Homeless Services Pilot Programs		
Agency	Title	Role
City of Glendora	Human Services Superintendent	Coordination of programming implementation and administration, including communication with partners and reporting, as well as oversight of City decisions regarding homelessness programming. Collaborate in selection of contracted service provider; oversee case manager; submit reimbursement requests to Lead Agency; authorize expenditure of committed cash
City of San Dimas	Administrative Analyst – Community Development	Coordination of programming implementation and administration, including communication with partners and reporting, as well as oversight of City decisions regarding homelessness programming.

EXHIBIT A

STATEMENT OF WORK

City of La Verne	Assistant Planner	Coordination of programming implementation and administration, including communication with partners and reporting, as well as oversight of City decisions regarding homelessness programming.
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Section VII. Deliverables

Report Schedule

Deliverable	Due Date														
I. Provide copy of MOA/agreement between GSL Cities	60 days after contract execution.														
II. Provide copy of any subcontracted agreements necessary to implement the funded program.	Within 60 days of contract execution (if an early payment is needed to start implementing the program, this deliverable can be submitted earlier)														
III. Submit Quarterly Reports and supporting documents.	<table> <tr> <th>Reporting Period</th><th>Submit Report</th></tr> <tr> <td>September 1, 2019 - November 30, 2019</td><td>December 31, 2019</td></tr> <tr> <td>December 1, 2019– February 28, 2020</td><td>March 31, 2020</td></tr> <tr> <td>March 1, 2020 - May 31, 2020</td><td>June 30, 2020</td></tr> <tr> <td>June 1, 2020 – August 31, 2020</td><td>September 30, 2020</td></tr> <tr> <td>September 1, 2020 – November 30, 2020</td><td>December 31, 2020</td></tr> <tr> <td>December 1, 2020 – February, 2021</td><td>February 28, 2021</td></tr> </table>	Reporting Period	Submit Report	September 1, 2019 - November 30, 2019	December 31, 2019	December 1, 2019– February 28, 2020	March 31, 2020	March 1, 2020 - May 31, 2020	June 30, 2020	June 1, 2020 – August 31, 2020	September 30, 2020	September 1, 2020 – November 30, 2020	December 31, 2020	December 1, 2020 – February, 2021	February 28, 2021
Reporting Period	Submit Report														
September 1, 2019 - November 30, 2019	December 31, 2019														
December 1, 2019– February 28, 2020	March 31, 2020														
March 1, 2020 - May 31, 2020	June 30, 2020														
June 1, 2020 – August 31, 2020	September 30, 2020														
September 1, 2020 – November 30, 2020	December 31, 2020														
December 1, 2020 – February, 2021	February 28, 2021														
IV. Submit Final Report	Prior to contract expiration														

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

EXHIBIT B

PRICING SCHEDULE

Total contract sum is \$305,700 to be paid by County of Los Angeles. *The County will pay up to 1/4 of the total contract sum amount upon execution of the subcontracts necessary to perform contract services. The remaining contract sum shall be paid out based on reimbursable charges over the term of the agreement.*

GSL Cities Homeless Services Pilot Programs	
NON - PERSONNEL COSTS	
Sub-Contract/Consultant Costs	Total Cost not to exceed
Cities shall submit any subcontract agreements to the County for review and approval before payment may be issued for this cost.	\$305,700
Administrative Costs (no more than 10% of the total contract sum and costs approved by the County are reimbursable upon proof of expenditure)	Total Cost not to exceed
<i>Examples of admin costs:</i> <i>Office Supplies</i> <i>Printing/Mailing</i> <i>Mileage/Parking</i> <i>Materials</i> <i>Etc.</i>	\$0
SUBTOTAL (NON- PERSONNEL COSTS)	\$305,700
TOTAL CONTRACT SUM	\$305,700

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

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

City of Glendora
Contractor Name
116 E. Foothill Blvd., Glendora CA 91741
Address
95-6000715
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Adam Raymond, City Manager
Authorized Official's Printed Name and Title


Authorized Official's Signature

8/21/19
Date

EXHIBIT D

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Jerry Ramirez

Title: Manager, CEO

Address: 500 West Temple Street, Room 493

LA, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: 500 West Temple Street, Room 493

Los Angeles, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME City of Glendora

CONTRACT NO: AO-19-6

CONTRACTOR'S PROJECT MANAGER:

Name: Debbie Lopez

Title: Human Services Superintendent

Address: 116 E. Foothill Blvd., Glendora, CA 91741

Telephone: (626) 852-4830

Facsimile: (626) 857-0270

E-Mail Address: dlopez@cityofglendora.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Adam Raymond

Title: City Manager

Address: 116 E. Foothill Blvd., Glendora, CA 91741

Telephone: (626) 914-8202

Facsimile:

E-Mail Address: araymond@cityofglendora.org

Notices to Contractor shall be sent to the following:

Name: Debbie Lopez

Title: Human Services Superintendent

Address: 116 E. Foothill Blvd., Glendora, CA 91741

Telephone: (626) 852-4830

Facsimile: (626) 857-0270

E-Mail Address: dlopez@cityofglendora.org

EXHIBIT F

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME : City of Glendora Contract No. AO-19-6

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

EXHIBIT F

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____

DATE: 8 / 21 / 19

PRINTED NAME: Adam Raymond

POSITION: City Manager

EXHIBIT G

**Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

EXHIBIT G

**Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

EXHIBIT G

**Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**

2.203.070. Exceptions.

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

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

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

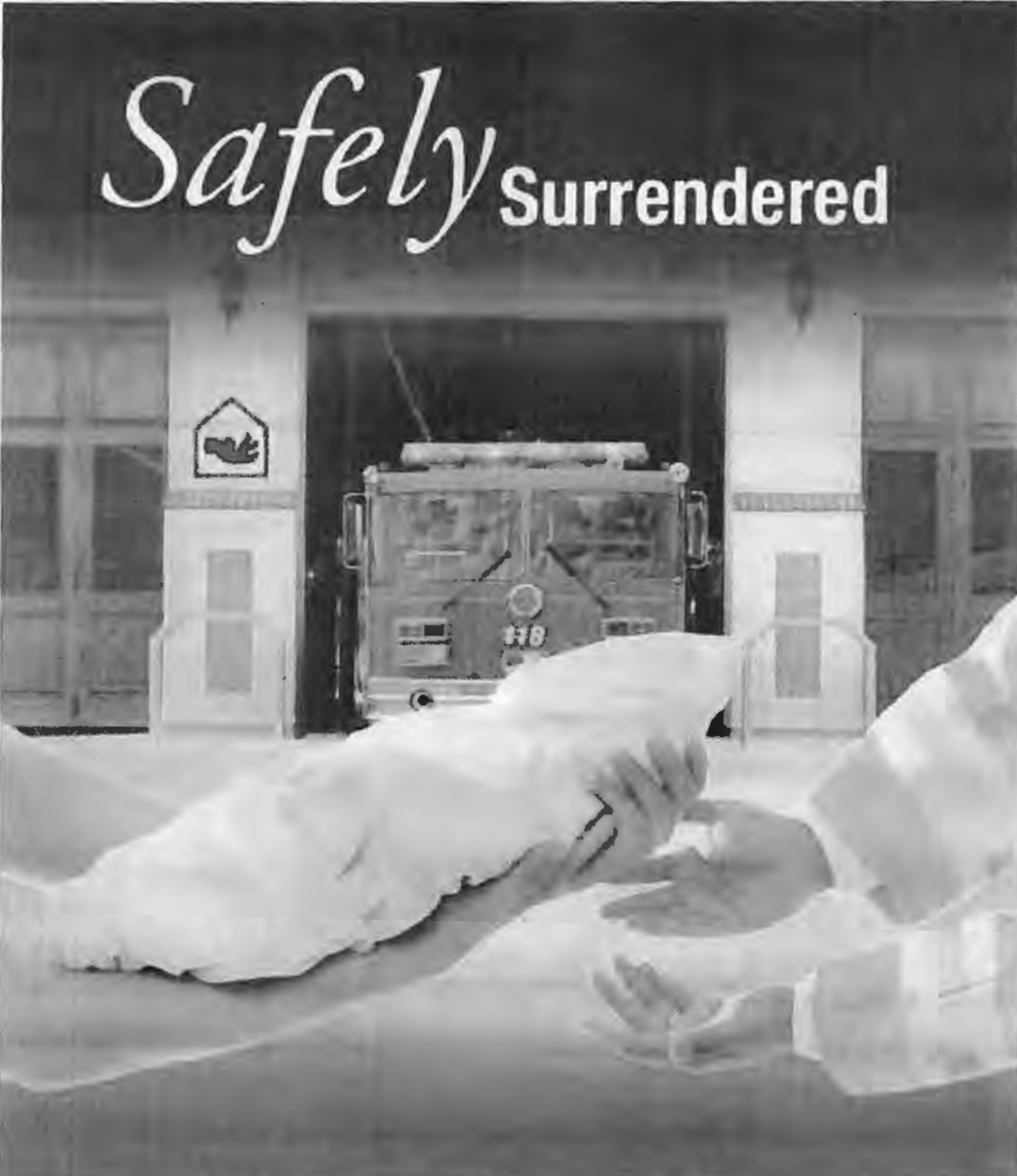
2.203.090. Severability.

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

EXHIBIT H

SAFELY SURRENDERED BABY LAW

EXHIBIT H



Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE + 1-877-222-8723

www.babysafe.org




EXHIBIT H

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

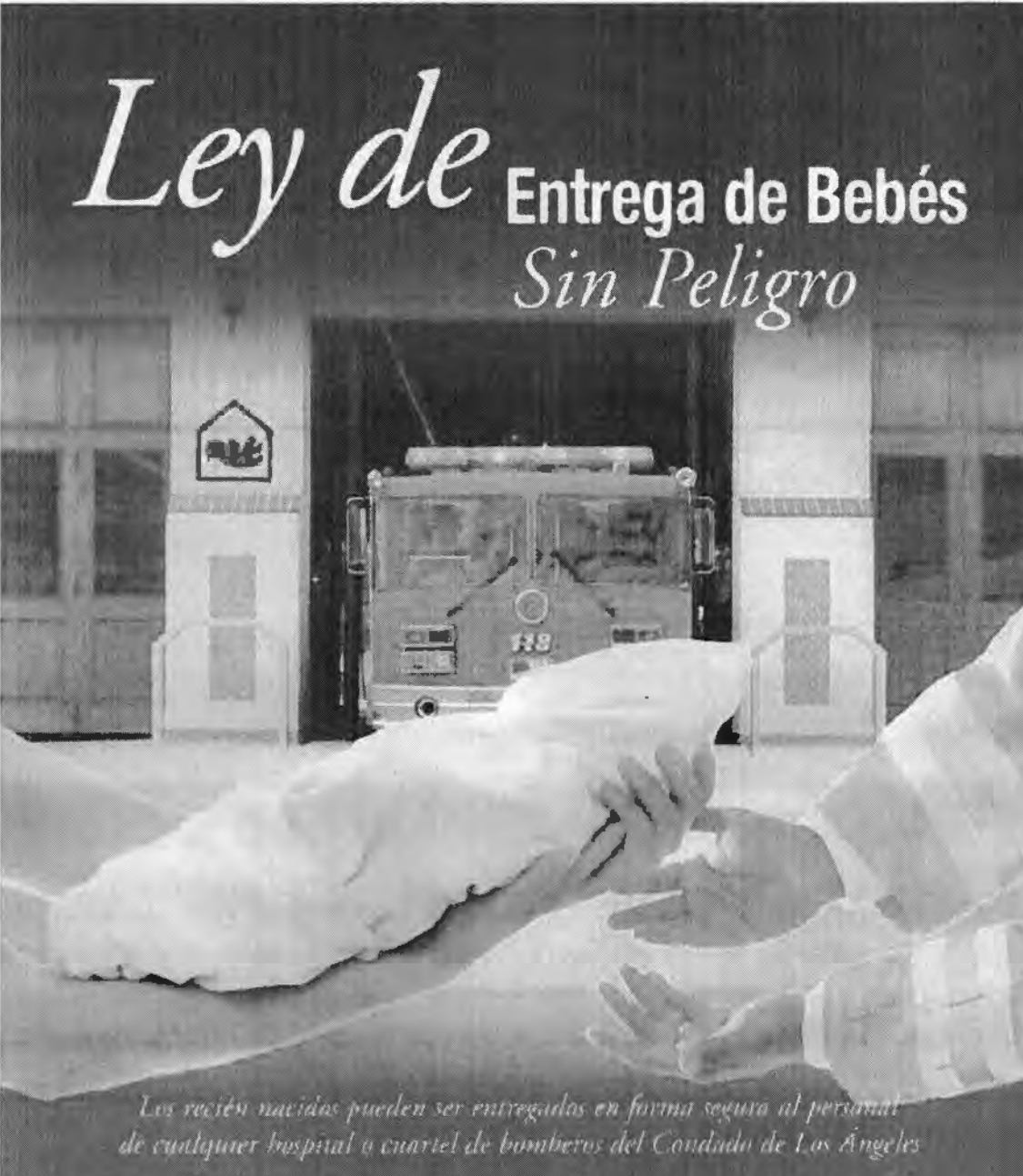
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



EXHIBIT H



Ley de Entrega de Bebés *Sin Peligro*

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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafe.org




EXHIBIT H

Es el Condado de Los Angeles • 1-877-BABY SAFE • 1-877-222-0723
www.babysafeinfo.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

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

¿Cómo funciona?

Es posible que con dificultad que se pueda o no que el cuidar de un recién nacido puede entregado en forma legal, confidencial y segura dentro de los próximos 72 horas del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar tratamiento o información alguna. En el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores sociales hospitalarios para poder recuperarlo. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

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

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

¿Solo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otra persona lo haga si quiere cumplir legal.

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

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

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que firme un cuestionario con la finalidad de obtener antecedentes médicos importantes que ayuden de puntualidad para el cuidado del bebé. El cuestionario incluye información con el costo postal pagado por el estado en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le harán una prueba médica. Cuando lo den al alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un lugar seguro donde estará bien atendido y se continuará el proceso de adopción.

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

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

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, hinchados, dañados por sus padres. Muchas probabilidades han crecido históricamente sobre bebés abandonados en basureros o en otros lugares. Los padres de esos bebés probablemente fueron estado por dificultades emocionales graves. Las madres pueden haber sentido su embarazo, pero como a los que pensaron su familia se encaminó. Abandonaron a sus bebés porque tenían miedo y no se conocían a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone a todos en una situación de peligro extremo. Más a menudo el abandono provoca la muerte de bebés. La Ley de Entrega de Bebés Sin Peligro asegura que vuelva a nacer esta tragedia en California.

Historia de un bebé

A la mediana mañana del día 9 de abril de 2007, se entregó un recién nacido saludable a las enfermeras del Harbor UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregamos a la tía un brazalete con un número que coincidía con la palabra del bebé, esto sería la como identificación de que el bebé continúa de opinión con respecto a la entrega del bebé y decidimos recuperarlo dentro del periodo de 14 días que permite esta ley. También le dimos a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptar por el Departamento de Servicios para Niños y Familia.

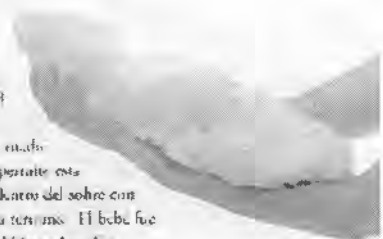


Exhibit I

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name: City of Glendora		
Company Address: 116 E. Foothill Blvd.		
City: Glendora	State: CA	Zip Code: 91741
Telephone Number: (626) 914-8202	Email address: araymond@cityofglendora.org	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

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

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

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

Print Name: Adam Raymond	Title: City Manager
Signature: 	Date: 8/21/19

Agenda Report

CITY OF LA VERNE

Community Development Department

DATE: October 7, 2019

TO: Honorable Mayor and City Council

FROM: Eric Scherer, AICP, Community Development Director 

SUBJECT: Case No. 84-19SEP – Street Closure for Special Event taking place on Third Street and C Street

AGENDA SUMMARY

The University of La Verne has submitted a request to use parts of Third Street and C Street for Homecoming events on Saturday, October 19, 2019. The request specifically involves the closure of Third Street between B Street and C Street, and the closure of C Street between Third Street and Second Street. The street closures will occur from the hours of 12:01 a.m. to 3:30 p.m. on the day of the event.

Recent policy has been to prepare individualized agreements for street closure events. Staff has therefore developed a standard agreement outlining the traffic control plan requirements, locations, schedule, estimated fees, applicant's responsibilities, and insurance and indemnification requirements.

RECOMMENDATION

Staff recommends the City Council Adopt Resolution No. 19-68 authorizing the City Manager to execute the Agreement with the University of La Verne permitting the Homecoming event on Third Street and C Street.

BACKGROUND

Public Works, Fire, Police and Community Development have reviewed and approved the street closure plan. Any conditions will be applied to the Special Event Permit approval.

Respectfully submitted by: Maia McCurley, Assistant Planner

Attachments: A. Resolution No. 19-68
 B. Agreement with the University of La Verne for 2019
 Homecoming events street closure

RESOLUTION NO. 19-68

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH THE UNIVERSITY OF LA VERNE
FOR A HOMECOMING EVENT**

BE IT RESOLVED by the City Council of the City of La Verne as follows:

Section 1. That the City Manager of the City of La Verne be hereby authorized to execute an Agreement with the University of La Verne, said Agreement being in the form attached hereto and made a part hereof by reference as through the same were set forth in full herein.

Section 2. That the Mayor shall sign and the Assistant City Clerk shall certify to the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED AND ADOPTED this 7th day of October, 2019.

Don Kendrick, Mayor

ATTEST:

Lupe Gaeta Estrella, Assistant City Clerk

I hereby certify that the foregoing **Resolution No. 19-68** was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the **7th day of October, 2019**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lupe Gaeta Estrella, Assistant City Clerk

**AGREEMENT TO PERMIT THE UNIVERSITY OF LA VERNE'S 2019
HOMECOMING EVENT**

THIS AGREEMENT is entered into this 7th day of October, 2019, by and between the CITY OF LA VERNE, a municipal corporation (hereinafter "City") and the UNIVERSITY OF LA VERNE, (hereinafter "University".) The parties hereto agree as follows:

1. Project. The University has requested to hold a homecoming event on Saturday, October 19, 2019, consisting of a 5k run, street fair and float parade. Closure of sections of Third Street and C Street is requested to accommodate the street fair and float parade.

2. Liaison/Representatives. The authorized representative for the City shall be the City Manager or his designee. The City Manager's designee for this event is Maia McCurley, Assistant Planner. All changes to the schedule or the authorized activities per this Agreement shall be subject to the prior approval of the City Manager's designee, Maia McCurley. The authorized representative for the University is Lisa Grater, 909-448-4725. The City Manager's designee for the day of the event shall be the on duty watch commander of the La Verne Police Department, 909-596-1913.

3. Location. The street closure for the street fair and float parade will be conducted on Third Street between B Street and C Street, and C Street between Third Street and Second Street. The 5k run will be conducted on sections of Bonita Avenue, G Street, Third Street, Second Street, B Street, C Street and Wheeler Avenue. The 5k run will be conducted on City sidewalks and no street closures are requested.

4. Schedule. The event will be conducted on Saturday, October 19, 2019 from 8:00 a.m. to 2:00 p.m. The street closure is scheduled to begin at 12:01 a.m. Event set-up is scheduled to begin at 7:00 a.m. and clean-up will begin at 3:30 p.m. Any deviation from this schedule is subject to the advance approval of the City Manager or his designee.

5. Fees. The following estimated fees shall be paid by the University to the City prior to the commencement of event.

Application/Permit Issuance fee:	\$ 25.00
Public Works staff:	\$ 110.00
Total fees	\$ 135.00

6. Street Closures. The street fair and float parade portion of the event will require traffic control on the intersections of Third Street and B Street, Third Street and C Street, and Second Street at C Street. Vehicle barricades will be utilized at these intersections. The closure will occur Saturday, October 19, 2019 between 12:01 a.m. and 3:30 p.m. The University shall also submit a traffic control plan to the City's Public Works Department for approval. Said approval shall be obtained prior to the event. The University shall be responsible for all costs associated with field review of the traffic control by the La Verne Police Department.

7. Cleanup/Damage to Public Property. The 5k run route, street fair site, float parade route and all public property utilized shall be cleaned and restored at the conclusion of the event to its original condition. All trash, debris, markers, signs, etc., shall be removed by the University within 24 hours after the cessation of the event. The University shall be responsible for any damage to public property on route, which occurs during the event as the result of the event.

8. Insurance. The University shall provide the City with a certificate of insurance evidencing liability coverage, in an amount of at least \$1,000,000, naming the City of La Verne, its elected and appointed officials, employees and/or agents as additional insured.

9. Indemnification. The University shall indemnify and save harmless City, its officers and employees, from and against any and all damages to property or injuries to or death of any

person or persons, including property and employees or agents of City, and shall defend, indemnify and save harmless City, its officers, employees and agents, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, Worker's Compensation claims, resulting from or arising out of the conduct of the event.

10. Notices. Notices and correspondence shall be delivered in person or sent by certified mail to the following addresses:

CITY:

City of La Verne
Attention: City Manager
3660 "D" Street
La Verne, CA 91750-3599
909-596-8726

UNIVERSITY:

University of La Verne
c/o Lisa Grater
1950 Third Street
La Verne, CA 91750
909-448-4725

11. Attorney's Fees. In the event that any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any other relief and costs, be entitled to reasonable outside attorney's fees.

12. Termination of Agreement. This Agreement may be terminated with cause by either party hereto. Unless earlier terminated for cause, this Agreement shall be effective on the date signed by both parties and shall terminate on October 19, 2019. The indemnification provision in paragraph 9 shall survive the termination of the Agreement and remain in full force and effect for all applicable instances resulting from the race.

13. Entire Agreement. This Agreement represents the entire agreement between the parties hereto as to the matters contained herein.

14. Amendment. This Agreement may be amended upon the written mutual agreement of the parties through their designated representatives.

IN WITNESS of the foregoing, the parties hereto have executed this Agreement on the date first written above.

CITY OF LA VERNE

By: _____

City Manager

Robert Russi

UNIVERSITY OF LA VERNE

By: _____

Lisa Grater

ATTEST:

Lupe Gaeta Estrella, CMC

Assistant City Clerk

Agenda Report

CITY OF LA VERNE

City Engineer

DATE: October 7, 2019

TO: Honorable Mayor & City Council

FROM: Dan Keesey, Assistant City Manager/Director of Public Works 

SUBJECT: Award of Construction Contract- Regional Commuter Bicycle Gap Closure Project

AGENDA SUMMARY:

Bids were received and opened for the Regional Commuter Bicycle Gap Closure Project Federal Project No. ATPL-5149(019) on September 24, 2019. A total of five (5) bids were received for this project. The project includes the installation of bike lanes and other related improvements on a variety of streets throughout the community.

RECOMMENDATION:

Staff recommends approval of Resolution No. 19-70, authorizing a contract award to the second lowest bid submitted by Calpromax Engineering Inc. for the Regional Commuter Bicycle Gap Closure Project - Federal Project No. ATPL-5149(019), and to reject all other bids. The lowest bid did not meet the responsiveness standards in submitting a complete and thorough bid.

BACKGROUND:

On September 24, 2019, five (5) bids were opened for the Regional Commuter Bicycle Gap Closure Project Federal Project No. ATPL-5149(019). The work consists of furnishing all necessary materials, labor, tools & equipment to construct bicycle lanes and traffic signal improvements throughout the City as designated in the project plans and specifications. The engineer's estimate for the project was \$1,370,000.

Following is a summary of bid results:

BIDDER	TOTAL BASE BID
Belco Elecnor Group	\$1,335,235.00
Calpromax Engineering Inc	\$1,422,140.00
YAKAR	\$1,445,201.50
All American Asphalt	\$1,582,816.00
DBX Inc	\$1,647,786.00

Staff has performed a bid analysis including the verification of licensing.

Agenda Report

Award of Bid – Regional Commuter Bicycle Gap Closure Project Federal Project No. ATPL-5149(019)

Page 2 of 2

The project is funded through use of an Active Transportation Program (ATP) grant in the amount of \$1.152 million and Measure R funds. The ATP funds are federal dollars and thus require certain federal funding requirements be integrated into the contract requirements. Utilization of Disadvantage Business Enterprise (DBE) certified contractors is one of the requirements required under the federal terms. While the primary contractor can be a certified DBE, generally the utilization requirement is met through use of sub-contractors. Staff has reviewed the five bids submitted and has concluded that only the second lowest bid has submitted the mandatory DBE commitment forms within the time period allowed by 49 CFR § 26.53.

Awarding bodies are obligated by the funding requirements to review the three lowest bidders to ensure project DBE utilization commitments meet the minimum requirements or an adequate Good Faith Effort is well documented by the bidder. In the event the lowest bidder fails to meet the set DBE utilization goal or furnish an acceptable good faith effort, the awarding agency is obligated to review the other bids for consideration of award. Staff contacted the three of the lowest bidders to inform them of their bid amount raking and obligation to submit DBE related forms included in the bid documents.

The No. 1 and No.3 ranked lowest bidders did not furnish the required DBE forms or documentation of good faith effort. Staff also identified notable discrepancies on the submitted bid proposal forms. In particular, bid item No. 45 "Furnish and Install Complete Traffic Signal..." the No. 1 and No. 3 ranked bidders submitted a price of \$30,000 and \$44,140 respectively. The mean value of the bid item price submitted by the other three bidders is \$267,715.

It's possible that this notable irregularity may be the cause of a significant difference in the amount of the total bid schedule vs. the total bid amount that resulted in the mathematic summation of each item bid for the same two bidders. As described in the specification documents, in the event of such discrepancy, the amount bid per each item shall govern over the total indicated for the schedule of items.

Staff have concluded that the bid submitted by Belco Elecnor Group to be non-responsive and recommend that Calpromax Engineering Inc., the second lowest ranked bidder, be considered for the award of the construction contract, contingent on verification they have met the minimum DBE utilization and good faith effort requirements by the City Attorney.

FISCAL

Federal ATP funds are limited to 88.5% of the total contract price, requiring a local match of 11.5%. Federal participation is therefore limited to \$1,258 million based upon the total bid of the lowest, most responsible bidder of \$1,422,140. Our available ATP funds total \$1,152 million, well under the federal limit of \$1.258 million. Local participation of this project will amount to 18.9% participation using Measure R (\$280,000) and Transportation Development Act (\$35,000) dollars.

RESOLUTION NO. 19-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING EXECUTION OF A PUBLIC WORKS CONTRACT WITH CALPROMAX ENGINEERING, INC. FOR THE REGIONAL COMMUTER BICYCLE GAP CLOSURE PROJECT, FEDERAL PROJECT NO. STPL-5149(019)

WHEREAS, the City Council of the City of La Verne, County of Los Angeles, State of California, has heretofore advertised for bids for the construction of a public works project; and,

WHEREAS, said bids have been opened at the time designated and considered by the City Engineer of the City of La Verne; and,

WHEREAS, said Director of Public Works has recommended to said City Council that the bid of Calpromax Engineering, Inc. in the amount of \$1,422,282.00 is in accordance with plans, specifications and other data incidental to the obtaining of bids for such improvements, is the lowest and best responsible bid and should be accepted by the City Council; and,

WHEREAS, said bid has now been considered by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Verne as follows:

Section 1. That said City Council does hereby find and determine that the bid of said Contractor is the lowest and best responsible bid for the construction of said project.

Section 2. That the contract for the construction of said project, as set forth, is in accordance with the plans, specifications and other data, and the same is hereby awarded to said Contractor subject to the following conditions:

- a. That said Contractor execute and deliver an appropriate contract covering said work;
- b. That the form of said contract shall be approved by the City Attorney for the City of La Verne;
- c. That said Contractor shall submit all required DBE Good Faith Effort documentation as required by the Contract, all such submitted information shall be subject to review and approval by the City Attorney.
- d. That said Contractor post with the City of La Verne appropriate bonds covering Faithful Performance, and Labor and Materials, both in the amount of the contract, as required by said specifications; and,
- e. That said Contractor provide the City of La Verne with certificates of insurance naming the City and the Engineer as additional insured in accordance with the contract documents.

Section 3. That the Mayor and Assistant City Clerk are hereby authorized on behalf of the City of La Verne to enter into a contract with said Contractor, for the construction of said project as set forth and in accordance with plans, specifications and other data therein referred to.

Section 4 That said City Council does hereby find and determine that this project is categorically exempt from the National Environmental Protection Act (NEPA) based upon the Preliminary Environmental Study prepared for the a project and approved on November 2, 2018.

Section 5. That the Mayor shall sign and the Assistant City Clerk shall certify to the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

APPROVED AND ADOPTED this 7th day of October 2019.

Don Kendrick, Mayor

ATTEST:

Lupe Gaeta Estrella, Assistant City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LA VERNE)

I, Lupe Gaeta Estrella, Assistant City Clerk of the City of La Verne, Do HEREBY CERTIFY that **Resolution No. 19-70** was duly passed and adopted by the said City Council at a regular meeting of the said Council held on the **7th day of October, 2019**, and passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Lupe Gaeta Estrella, Assistant City Clerk

Agenda Report

CITY OF LA VERNE

Community Development Department

DATE: October 7, 2019
TO: Mayor and City Council
FROM: Eric Scherer, AICP, Community Development Director
SUBJECT: Housing Rehabilitation Program



AGENDA SUMMARY

The City Council gave staff direction to explore options of facilitating a Housing Rehabilitation Program using Community Development Block Grant (CDBG) a year ago. Staff has reached out to other cities and has been working with the Los Angeles County Development Authority (formerly known as the Community Development Commission) to develop a program to implement. A request for proposal has been sent out to a number of qualified firms to aid in administering the program.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution Number 19-69, approving the CDBG funded Housing Rehabilitation Program in the amount of \$100,000.

BACKGROUND:

In 1974, Congress initiated the Community Development Block Grant (CDBG) Program as part of the Housing and Community Development Act. The mission of the CDBG Program is to improve the quality of life for people of low-moderate incomes, aid in the prevention of neighborhood deterioration, and meet other urgent community development needs. The purpose of CDBG funding is to provide capital to support local economies, help strengthen neighborhoods, empower families and promote individual achievement.

The City Council approved the CDBG funding for the Senior Hot Lunch Program and the ADA sidewalk repairs at the meeting on March 18, 2019. There is a total of \$65,250 left unallocated from the total 2019-20 allocation of \$142,236. There is also \$124,300 of funds that are also unallocated that have rolled over from previous years. The total program budget being proposed is \$100,000 for the remaining fiscal year, which includes the consultant costs. As CDBG funding levels are projected to remain similar to the prior year, staff is proposing the available funds continue to be invested in the City's

October 7, 2019

Housing Rehabilitation Program. Each year, staff will bring the allocated CDBG budget before the City Council to review and reallocate to each program.

The proceeds from these grants will improve the quality of life of low to moderate income City of La Verne residents by assisting with emergency health and safety repairs, correction of code violations, and/or general property improvements necessary to make homes safe and attractive. The budget will also fund a consultant who will be responsible for coordinating the Housing Rehabilitation Program and will provide the labor and materials for approximately three (3) to five (5) grants per fiscal year.

Request for Proposal

Staff has sent out a request for proposal to a number of qualified firms to help implement the CDBG funded Housing Rehabilitation Program.

The City Council will review a report in the near future after the proposals have been received to approve a contract for a consultant to aid in administering the program. The consultant will be selected based on criteria determined by staff and the Los Angeles County Development Authority (LACDA) and will select the most qualified and responsive proposing firm.

Public Notice

A public notice was posted on August 28, 2019 and no comments have been received.

Respectfully submitted by: Candice Bowcock, Principal Planner

RESOLUTION NO. 19-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM IN THE FISCAL YEAR 2019 – 2020

WHEREAS, the City of La Verne participates in the Community Development Block Grant program through the Los Angeles County Urban County Program; and

WHEREAS, the County has indicated that the City of La Verne will be allocated approximately \$145,000 in funds for projects which primarily benefit low and moderate income persons; and

WHEREAS, a duly noticed public hearing was posted on August 28, 2019 for the purpose of receiving public input on the project;

NOW THEREFORE, the City Council of the City of La Verne DETERMINES AND DIRECTS as follows:

Section 1. Staff is instructed to fund the Housing Rehabilitation Program with \$100,000 of Community Development Block Grant funds.

Section 2. That the Mayor shall sign and the Assistant City Clerk shall attest to the passage and adoption of this Resolution.

Section 3. The City Manager shall be authorized to submit the application and to sign all necessary forms and agreements for implementing the programs.

PASSED, APPROVED AND ADOPTED this 7th day of October, 2019.

Don Kendrick, Mayor

ATTEST:

Lupe Gaeta Estrella, Assistant City Clerk

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