GATEWAY CITIES COUNCIL OF GOVERNMENTS
JOINT MEETING OF THE BOARD OF DIRECTORS AND EXECUTIVE COMMITTEE

Wednesday, August 2 2023
5:30 p.m. Dinner
6:00 p.m. IN-PERSON Meeting

Note Meeting Location:
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, California

Board Members Must Attend IN-PERSON
The following link is for PRESENTERS AND GUESTS ONLY:
https://us02web.zoom.us/webinar/register/WN_ST5AU_1GSCayUD2MmXFnsA

AGENDA

AGENDA REPORTS AND OTHER WRITTEN DOCUMENTS ARE AVAILABLE ON THE GATEWAY CITIES COG WEBSITE AT WWW.GATEWAYCOG.ORG

FOR YOUR INFORMATION: The Board of Directors will hear from the public on any agenda item or a matter within the Board’s purview during the Public Comment period. Any written comments submitted to info@gatewaycog.org by 3:00 p.m. the day of the meeting will be distributed to the Board Members and will become part of the official record.

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. REMOTE PARTICIPATION REQUESTS (AB 2449)

V. AMENDMENTS TO THE AGENDA - This is the time and place to change the order of the agenda, delete or add any agenda item(s).

VI. PUBLIC COMMENTS: The Board of Directors/Executive Committee will hear from the public on any item on the agenda or an item that is not on the agenda but within its subject matter jurisdiction. The Board of Directors cannot discuss or take action on any item not on the agenda. The limit for each speaker is three minutes unless otherwise specified by the Chair.

VII. MATTERS FROM STAFF
VIII. **CONSENT CALENDAR:** All items under the Consent Calendar may be enacted by one motion. Any item may be removed from the Consent Calendar and acted upon separately by the Board of Directors.

A. [Approval of Warrant Register - Request for Approval of Warrant Register Dated August 2, 2023] – Approve

B. [Minutes of the Board of Directors Meeting of June 21, 2023] – Approve

C. [Local Agency Investment Fund Statement] - Receive & File

D. Report from the Rivers and Mountains Conservancy – No Report


F. Report from the Gateway Water Management Authority – No Report

G. Report from the I-710 Corridor Project – No Report

H. Report from the SR-91/I-605/I-405 Corridor Cities Committee – No Report

I. Report from PATH (COG Homeless Program Implementation Agency) – No Report

J. Air Quality/Climate Program Update – No Report

K. Gateway Cities COG Housing Program Report – No Report

L. Matters from the I-5 Consortium Cities Joint Powers Authority – No Report

M. [Matters from the League of California Cities] – Receive & File

N. [Matters from the Southern California Association of Governments (SCAG)] – Receive & File

O. Matters from Eco-Rapid Transit (WSAB) – No Report

P. [Matters from the South Coast AQMD] – Receive & File

Q. Matters from the Metro Gateway Cities Service Council – No Report

R. Matters from the Metro Eastside Transit Corridor (Gold Line) Phase II – No Report

S. Matters from the Port of Long Beach – No Report

T. [Contract between the County of Los Angeles and Gateway Cities Council of Governments for Gateway Connections Mental Health Outreach and two Gateway Cities Council of Governments Professional Services Agreements with Pacific Clinics and Southern California Health and Rehabilitation Program (SCHARP)] - Approve

U. [Gateway Cities Council of Governments Amendment to Legal Services Agreement with Jones & Mayer] - Approve
V. Amendment No. 2 to Agreement for Consulting Services by and between Gateway Cities Council of Governments and Koa Consulting Inc. – Approve

W. Amendment No. 2 to Agreement for Consulting Services by and between Gateway Cities Council of Governments and Southstar Engineering & Consulting Inc. – Approve

X. Amendment No. Six to Professional Services Agreement Between Gateway Cities Council of Governments and Emerson & Associates - Approve

Y. Amendment No 4 to Consulting Agreement Between Gateway Cities COG and Sumire Gant Consulting - Approve

Z. Approve Memorandum of Understanding (MOU) between Gateway Cities Council of Governments and Gateway Cities Affordable Housing Trust for accounting services - Approve

CONSENT CALENDAR ACTION:
APPROVE THE RECOMMENDATIONS FOR CONSENT CALENDAR ITEMS A THROUGH Z.

XI. MATTERS FROM THE PRESIDENT
A. Recognition of Outgoing President Ali Saleh

XII. MATTERS FROM THE BOARD OF

XIII. DIRECTORS ADJOURNMENT

NOTICE: New items will not be considered after 8:00 p.m. unless the Board of Directors votes to extend the time limit. Any items on the agenda that are not completed will be forwarded to the next regular Board of Directors meeting scheduled for Wednesday, September 6, 2023, 6:00 PM.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE COG OFFICE AT (562) 663-6850. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE COUNCIL OF GOVERNMENTS TO MAKE REASONABLE ARRANGEMENT TO ENSURE ACCESSIBILITY TO THIS MEETING.
VIII. CONSENT CALENDAR
ITEM A
Approval of Warrant Register
## Gateway Cities Council of Governments
### Check/Voucher Register - Warrant Register
**From 6/22/2023 Through 8/2/2023**

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<th>Warrant No.</th>
<th>Payee</th>
<th>Warrant Amount</th>
<th>Fund Title</th>
<th>Fund Code</th>
<th>Transaction Description</th>
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Total Ana C. Pantoja Hernandez 1,170.46
Total Marisa K. Perez 4,042.42
Total Nancy Pfeffer 4,316.82
Total Aileen Qin 2,225.37

Report Total 31,249.01
## Gateway Cities Council of Governments

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From 6/22/2023 Through 8/2/2023

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### Gateway Cities Council of Governments
Check/Voucher Register - Warrant Register
From 6/22/2023 Through 8/2/2023

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<td>Professional Consulting Srvcs SOCALREN Project</td>
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</table>
## Gateway Cities Council of Governments
### Check/Voucher Register - Warrant Register
#### From 6/22/2023 Through 8/2/2023

<table>
<thead>
<tr>
<th>Warrant No.</th>
<th>Payee</th>
<th>Warrant Amount</th>
<th>Fund Title</th>
<th>Fund Code</th>
<th>Transaction Description</th>
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<tbody>
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<th>Warrant No.</th>
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<td>John Hancock USA</td>
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<td>Verizon Wireless</td>
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<td>Cell Phone Charges for Period ending: May 16-June 15</td>
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<td>Total Elan Cardmember Service</td>
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<td>Internal Revenue Service</td>
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</table>
## Gateway Cities Council of Governments
### Check/Voucher Register - Warrant Register
#### From 6/22/2023 Through 8/2/2023

<table>
<thead>
<tr>
<th>Warrant No.</th>
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<th>Fund Title</th>
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<td>Juanita A. Trujillo Martin</td>
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<td>Total Juanita A. Trujillo Martin</td>
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<td>Alliant Insurance Services</td>
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<td>ACIP Crime Annual Premium for 23/24</td>
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<td>Total Alliant Insurance Services</td>
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## Gateway Cities Council of Governments
Check/Voucher Register - Warrant Register  
From 6/22/2023 Through 8/2/2023

<table>
<thead>
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<th>Warrant No.</th>
<th>Payee</th>
<th>Warrant Amount</th>
<th>Fund Title</th>
<th>Fund Code</th>
<th>Transaction Description</th>
</tr>
</thead>
</table>
| eft-071323-2  | Elan Cardmember Service           | 915.08         | General Fund     | 001       | SoCalREN Community Resilience Prog. Gift cards - $338.55  
                      |                         |                |                  | Whittier Dly Sub - $18.00  
                      |                         |                |                  | Board dinner - $320  
                      |                         |                |                  | Office Supplies - $238.53 |
|               | **Total Elan Cardmember Service** | **915.08**     |                  |           |                                                                                         |
| eft-071323-3  | FEDEX                             | 20.85          | General Fund     | 001       | Overnight Delivery of Time Sensitive Information                                             |
|               | **Total FEDEX**                   | **20.85**      |                  |           |                                                                                         |
| eft-071323-4  | Staples Credit Plan               | 446.39         | General Fund     | 001       | Purchase of Office Supplies                                                                |
|               | **Total Staples Credit Plan**     | **446.39**     |                  |           |                                                                                         |
| eft-071323-5  | California JPIA                   | 57,024.00      | General Fund     | 001       | Annual Contribution 23-24 Workers Comp & Liability Ins pmt                                  |
|               | **Total California JPIA**         | **57,024.00**  |                  |           |                                                                                         |
| eft-071923-1  | John Hancock USA                  | 2,001.82       | General Fund     | 001       | 457 Deferred Compensation Plan Deposit PE: 7/15/2023                                       |
|               | **Total John Hancock USA**        | **2,001.82**   |                  |           |                                                                                         |
| eft-071923-2  | Internal Revenue Service         | 5,455.62       | General Fund     | 001       | Federal Taxes Period Ending 7/15/2023                                                      |
|               | **Total Internal Revenue Service**| **5,455.62**   |                  |           |                                                                                         |
# Gateway Cities Council of Governments

Check/Voucher Register - Warrant Register  
From 6/22/2023 Through 8/2/2023

<table>
<thead>
<tr>
<th>Warrant No.</th>
<th>Payee</th>
<th>Warrant Amount</th>
<th>Fund Title</th>
<th>Fund Code</th>
<th>Transaction Description</th>
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<tr>
<td>eft-071923-3</td>
<td>Employment Development Depart.</td>
<td>1,743.90</td>
<td>General Fund</td>
<td>001</td>
<td>State Taxes for period 7/15/2023</td>
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<tr>
<td></td>
<td>Total Employment Development Depart.</td>
<td>1,743.90</td>
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<tr>
<td>eft-072423-1</td>
<td>Arturo Flores</td>
<td>125.00</td>
<td>General Fund</td>
<td>001</td>
<td>Stipend for June 21, 2023 Board of Directors Mtg</td>
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<tr>
<td></td>
<td>Total Arturo Flores</td>
<td>125.00</td>
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<tr>
<td>eft-072423-2</td>
<td>AT&amp;T</td>
<td>247.51</td>
<td>General Fund</td>
<td>001</td>
<td>Monthly Charges for Telephone Service 6/12-7/11, 2023</td>
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<tr>
<td></td>
<td>Total AT&amp;T</td>
<td>247.51</td>
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<tr>
<td>eft-072523-1</td>
<td>Internal Revenue Service</td>
<td>968.73</td>
<td>General Fund</td>
<td>001</td>
<td>Balance Due on Federal Tax Quarter Ending 12/31/22</td>
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<td>Total Internal Revenue Service</td>
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</tr>
<tr>
<td>eft-072623-1</td>
<td>Konica Minolta</td>
<td>1,081.50</td>
<td>General Fund</td>
<td>001</td>
<td>Rental/Lease for Konica Copier</td>
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<tr>
<td></td>
<td>Total Konica Minolta</td>
<td>1,081.50</td>
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<td></td>
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<tr>
<td>eft-072623-2</td>
<td>Sparkletts Water</td>
<td>102.93</td>
<td>General Fund</td>
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<td>Monthly Rental</td>
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<td></td>
<td>Total Sparkletts Water</td>
<td>102.93</td>
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<tr>
<td>eft-072623-3</td>
<td>Verizon Wireless</td>
<td>249.38</td>
<td>General Fund</td>
<td>001</td>
<td>Cell Phone Charges for period June 16-Jul 15</td>
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Date: 7/26/23 02:44:28 PM
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<thead>
<tr>
<th>Warrant No.</th>
<th>Payee</th>
<th>Warrant Amount</th>
<th>Fund Title</th>
<th>Fund Code</th>
<th>Transaction Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Verizon Wireless</td>
<td>249.38</td>
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<tr>
<td></td>
<td>Report Total</td>
<td>118,714.24</td>
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<td></td>
<td>Grand Total</td>
<td>804,335.91</td>
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VIII. CONSENT CALENDAR
ITEM B
Minutes of the
Board of Directors Meeting
of June 21, 2023
Chair Ali Saleh called the meeting to order at 6:08 pm.

Roll call was taken via self-introductions. A quorum was established.

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>City/Agency</th>
<th>Present</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tony Lima</td>
<td>Artesia</td>
<td>X</td>
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</tr>
<tr>
<td>2</td>
<td>Lisa Lavelle</td>
<td>Avalon</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ali Saleh (E)</td>
<td>Bell (President)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Raymond Dunton (E)</td>
<td>Bellflower</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Francis de Leon Sanchez</td>
<td>Bell Gardens</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Naresh Solanki (E)</td>
<td>Cerritos</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Oralia Rebollo (E)</td>
<td>Commerce</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Emma Sharif</td>
<td>Compton</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Elizabeth Alcantar</td>
<td>Cudahy</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Hector Sosa (E)</td>
<td>Downey</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Maria Teresa Del Rio</td>
<td>Hawaiian Gardens</td>
<td></td>
<td>X</td>
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<tr>
<td>12</td>
<td>Arturo Flores (E)</td>
<td>Huntington Park</td>
<td>X</td>
<td></td>
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<tr>
<td>13</td>
<td>Cory Moss</td>
<td>Industry</td>
<td>X</td>
<td></td>
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<tr>
<td>14</td>
<td>Anthony Otero (E)</td>
<td>La Mirada</td>
<td>X</td>
<td></td>
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<tr>
<td>15</td>
<td>Ariel Pe (E)</td>
<td>Lakewood (1st Vice President)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Joni Ricks-Oddie (E)</td>
<td>Long Beach</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Mary Zendejas</td>
<td>Long Beach</td>
<td>X</td>
<td></td>
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<tr>
<td>18</td>
<td>Oscar Flores (E)</td>
<td>Lynwood</td>
<td>X</td>
<td></td>
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<tr>
<td>19</td>
<td>Frank Garcia</td>
<td>Maywood</td>
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<tr>
<td>20</td>
<td>Angie Jimenez</td>
<td>Montebello</td>
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<td>X</td>
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<tr>
<td>21</td>
<td>Ana Valencia</td>
<td>Norwalk</td>
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<tr>
<td>22</td>
<td>Vilma Cuellar Stallings</td>
<td>Paramount (2nd Vice President)</td>
<td>X</td>
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<td>23</td>
<td>Erik Lutz</td>
<td>Pico Rivera</td>
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<td></td>
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<tr>
<td>24</td>
<td>Juanita Martin (E)</td>
<td>Santa Fe Springs</td>
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<td>25</td>
<td>Edward Wilson (E)</td>
<td>Signal Hill</td>
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<td></td>
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<tr>
<td>26</td>
<td>Maria Davila (E)</td>
<td>South Gate (Past President)</td>
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<tr>
<td>27</td>
<td>Melissa Ybarra</td>
<td>Vernon</td>
<td>X</td>
<td></td>
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<tr>
<td>28</td>
<td>Fernando Dutra</td>
<td>Whittier</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Ivan Sulic (E)</td>
<td>LA County BOS Office of Sup. Hahn</td>
<td>X</td>
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<tr>
<td>30</td>
<td>Ben Feldman</td>
<td>LA County BOS Office of Sup. Solis</td>
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<td></td>
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<tr>
<td>31</td>
<td>Irma Galicia</td>
<td>LA County BOS Office of Sup. Mitchell</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Sharon Weissman</td>
<td>Port of Long Beach</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

(E) Executive Committee  Total = 22 10
Minutes of the Board of Directors Meeting of June 21, 2023

ALSO PRESENT: Nancy Pfeffer, Genny Cisneros, Joel Arevalos, Sandra Mora, Ana Pantoja, Norm Emerson, Melani Smith, Thomas Brown, Jessica Hale, Marisa Perez, Aileen Qin – COG Staff; David Bright – Office of Council Member Zendejas; Patricia Camacho, Rudy Martinez – CA 44; Isabel Aguayo – City of Paramount; Thaddeus McCormack – City of Lakewood; Karen Lee – City of Artesia; Oscar Cisco, Mia Hernandez – Office of Senator Lena Gonzalez; -Perez; Liliana Real – City of Maywood; Stephano Padilla – South Coast AQMD; Shana Espinoza, Sara Baumann – Port of Long Beach

Chair Saleh led the pledge of allegiance.

There were no remote participation requests.

There were no amendments to the agenda.

There were no public comments.

Under Matters from Staff, Executive Director Nancy Pfeffer shared that the COG’s FY 21-22 audit and contract extensions for the Measure H “Innovation 2” funds, REAP 1.0 housing program, and Metro Prop C funding for arterial complete streets will be approved under the consent calendar. Next week the California Transportation Commission will meet and approve grant awards under SB 1. This includes two awards to Metro for the I-710 corridor. One is the I-710 Integrated Corridor Management project, which is an information technology project for transportation, being awarded $27 million, and the other is the SELA Transit Improvement Project, being awarded $14.5 million. In addition, the CTC is expected to approve Active Transportation Project awards to nine of the COG cities, plus a sizeable grant to the Port of Long Beach. The COG’s Board alternate from the City of Bell Gardens, Councilmember Jorgel Chavez, was elected to the small city the of Los Angeles County Affordable Housing Solutions Agency (LACAHSA) Board. She shared that COG Board Member Solanki had invited Metro staff to give the city a presentation on the West Santa Ana Branch project. She concluded with a reminder about the Metro Board meeting tomorrow to consider the operating plan for the C&K lines.

Chair Saleh led the presentation of cities and LA County’s proclamations to retiring Executive Director Nancy Pfeffer.

Chair Saleh moved to the Consent Calendar, Items A - W. Member Dunton moved the item; Member Martin seconded it. The item was approved by voice vote.

There was no Report from Transportation Committee.

Under Report A, Gilbert Saldate, Director of Regional Homelessness Program, Gateway Cities COG, presented the Homeless Impact Report. The presentation can be found HERE: Report A was received and filed.
Minutes of the Board of Directors Meeting of June 21, 2023

Under Report B, Nancy Pfeffer presented the Proposed FY 2023-24 Work Plan, Budget & Budget Resolution 2023-03. Member Garcia moved to approve the 2023-24 budget and adopt resolution 2023-03; and receive and file report. Member Flores seconded it. The presentation can be found HERE: The item was approved by voice vote.

Under Election of Officers, Member Solanki nominated Member Pe for President. Member Lima seconded it. Member Saleh nominated Member Stallings for 1st VP. Member Dunton seconded it. Member Martin nominated Member Garcia for 2nd VP. Member Flores seconded it. Item was approved by voice vote.

Members of the Executive Committee were also selected. Ballots were presented to each member. Members selected 8 candidates. There was a 3-way tie between the cities of Bellflower, Artesia, and Huntington Park. Members voted again and the results were as follows:

**Jurisdictions on the Executive Committee**
- Lakewood - Member Pe, President
- Paramount - Member Stallings, 1st Vice President
- Maywood - Member Garcia, 2nd Vice President
- Bell - Member Saleh, Immediate Past President
- Artesia
- Avalon
- Bell Gardens
- Commerce
- Huntington Park
- Los Angeles County - Supervisor Hahn’s Office
- Long Beach – Mayor Rex Richardson
- Norwalk
- Pico Rivera
- Santa Fe Springs

Matters from the President: President Saleh express his appreciation to the Board for their support during his tenure.

Matters from Board of Directors: Board Member Solanki presented President Saleh with a proclamation expressing his gratitude for President Saleh’s year as President.

The meeting was adjourned at 7:35 PM.

Respectfully submitted,

Hector De La Torre, Executive Director
VIII. CONSENT CALENDAR
ITEM C
Local Agency
Investment Fund Statement
GATEWAY CITIES COUNCIL OF GOVERNMENTS

TREASURER
16401 PARAMOUNT BOULEVARD
PARAMOUNT, CA 90723

Account Number: 40-19-045

June 2023 Statement

Account Summary

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<tr>
<th>Description</th>
<th>Amount</th>
<th>Beginning Balance</th>
<th>Ending Balance</th>
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<tbody>
<tr>
<td>Total Deposit</td>
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<td>310,472.64</td>
<td></td>
</tr>
<tr>
<td>Total Withdrawal</td>
<td>0.00</td>
<td>310,472.64</td>
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VIII. CONSENT CALENDAR
ITEM K
Gateway Cities COG Housing Program Report
TO: Board of Directors

FROM: Melani Smith, Director of Regional Development

SUBJECT: COG Housing Program Report

Regional Early Action Planning (REAP 1.0) Grant

Work Program 1: 6th Cycle Housing Element Development & Implementation
Parametric Modelling: Arcadis/IBI Group and EcoNorthwest, the COG’s modelling and economic consultants have built a parametric land use model for the subregion, integrating information from cities’ Housing Elements as they become final/certified. A meeting was convened for WSAB cities in December of 2022 to review and discuss the model. The consultants added additional data for the West Santa Ana Branch cities to the model in order to run existing conditions, planned conditions, and unconstrained housing scenarios for the station areas. These scenarios were previewed with COG staff in April and are being refined.

Inclusive Community Engagement: The nonprofit LA Neighborhood Initiative led a workshop titled “Let’s Get Real: Real Solutions for Effective Community Engagement,” for over 45 City and County staff on June 1, 2023. The team described best practices for Inclusive Community Engagement, including forming partnerships with Community Based Organizations, and provided a Community Engagement Toolkit to all of the Gateway Cities at the conclusion of the workshop. The SELA Collaborative will lead a similar workshop for the eight cities within their geography in the coming months.

Work Program 2: Formation of an Affordable Housing Trust Fund
The COG Board approved the formation of the Gateway Cities Affordable Housing Trust Fund on January 4, 2023. 17 cities have since joined the Trust JPA. The seven slots available on the Trust Board for Elected Officials were filled by the COG Board in April of 2023. Carol Averell, Housing Manager from the City of South Gate was also appointed to fill one of the two open Housing Expert seats on the Board in July. Trust Board meetings were conducted in May and July of 2023.

COG staff have identified over $4 million in local seed funding for the Trust from FY22 and FY23 allocations to the COG’s Continuum of Care from the LA County Homeless Initiative (Measure H.) A proposal was made to the State Local Housing Trust Fund on May 17, 2023 in order to secure dollar for dollar matching for the local County seed funding already in hand. Awards will be made from that funding program in August. A proposal will also be submitted to SCAG in July seeking REAP 2.0 program funding for the Trust, in order to establish a Predevelopment Loan Fund, and an Affordable Accessible Dwelling Unit pilot program. COG staff again convened briefings for each member of our State legislative delegation in the first two quarters of 2023, and asked each to consider a State budget set aside for the Trust, but were unsuccessful.
Work Program 3: Innovative Housing Finance Strategies

California Forward (CAFWD) briefed the COG’s Economic Development Working Group on February 27 about the results of their study into the fiscal conditions of the Gateway Cities and the relationship to housing production in the subregion, and discussed possible policy recommendations/legislative fixes at a session to which all Gateway Cities City Managers and Planning Directors were invited. CAFWD then prepared a policy brief titled “Removing Fiscal Barriers to Housing Production”, and released it in a webinar on June 27. (Note: The City of Long Beach has noted that it has different fiscal conditions than other Gateway Cities, so at the City’s request, the City will be removed from the study and the Policy Brief will be reissued in July.) The next steps are to seek State level engagement to address the particular fiscal challenges our small contract cities in the subregion, with no/low property tax return face, as they seek to fund the city services required for the new residents of new housing in the subregion.

Work Program 4: Subregional Inclusionary Housing Strategy/Ordinance Template

The Gateway Cities Subregional Inclusionary Housing Feasibility Study was reviewed at the Planning Directors Committee meeting in January of 2023. A detailed workshop held on February 22, 2023 for those cities interested in adopting an Inclusionary Housing Ordinance. An ordinance would require that developers include a percentage of affordable housing units in market rate housing developments, or pay an in lieu fee instead of building the units. A Nexus-Based Affordable Housing Fee Analysis and Inclusionary Housing Feasibility Study, as well as a model Inclusionary Housing ordinance for subregional cities, along with an Inclusionary Housing fee calculator, and a policy decision making FAQ were delivered by the consultants in May of 2023, and shared with COG cities. COG staff and the consultant have been soliciting Gateway Cities that may be interested in developing or updating inclusionary ordinances to sign up for one-on-one support sessions which can be scheduled at any time, before September of 2023. Another presentation about the study results and available tools will be made to the COG’s Homeless TAC in August.

Work Program 5: Joint ADU Clearinghouse Website & Model Housing Ordinances

The GCCOG teamed with OCCOG and VCOG to develop a joint Accessory Dwelling Unit clearinghouse website to serve our three subregions, modelled on Napa Sonoma ADU. The OCCOG is managing the project, and the COG’s consultant presented their approach and scope of work for developing the Joint ADU website elements to the GCCOG Planning Directors Committee in November of 2022. Drafts of some materials to be included on the website have been shared with cities for review and comment. A follow up presentation will be made by the consultants to the Planning Directors Committee in August of 2023. The full website should be available for beta testing later in the summer of this year.

A model SB9 implementation ordinance was shared with COG planning directors on June 27th. Five other model housing ordinances are in production by OCCOG’s consultant team and will be released within a month. These include: AB2011/SB6, Motel/Hotel Conversion, Residential Care Facilities, an updated model ADU ordinance, and Density Bonus ordinance.
REAP 2.0

The GCCOG will be allocated $1,228,619 in the Subregional Partnership Grant Program included in SCAG’s REAP 2.0 program. The COG’s application for this funding was submitted June 9, 2023, after the proposed work program for the funding (including an allocation to support the GC Affordable Housing Trust and funding to establish a Gateway Cities Technical Assistance Team to support cities in affordable housing related project development and funding pursuits) was approved by the COG Board. Awaiting approval from SCAG staff. Funding is likely to be available in the fall of 2023, and must be spent by mid 2026.

COG Affirmatively Furthering Fair Housing (AFFH) Study

Using funding from an LA County Homeless Initiative Innovation 2 Grant that was awarded to the COG’s Continuum of Care, an AFFH study for the Gateway Cities subregion concluded in June of 2023, comprising products from three separate consultants’ scopes of work:

- Mapping of AFFH issues and conditions subregionally & doing predictive modelling of unaffordable housing conditions and evictions,
- Analysis, conclusions and recommendations from study of one year of Housing Rights Center’s calls for service, and
- Summary of AFFH policy/programs included Compliant GCCOG City 6th Cycle Housing Elements.

Options have been recommended for addressing identified AFFH issues in the subregion. The results of the study were previewed at the COG’s Mayors Summit on Homelessness in July.

Planning Directors Committee Meetings: Housing Related Items

4/23: SCAG REAP 2.0 RUSH Program Presentation
5/23: SCAG REAP 2.0 overview updates

L.A. County Affordable Housing Solutions Agency (LACAHSA)

LACAHSA is a new County-wide agency, created to make housing more affordable, help people stay in their homes, and increase housing options for people experiencing homelessness. Two Gateway Cities COG member representatives were appointed to the LACAHSA Board in February of 2023: Mayor Emma Sharif of Compton, and Council Member Victor Sanchez of Bellflower. Council Member Jorge Chavez of Bell Gardens was appointed as the small cities representative on the Board, in June of 2023. COG staff will continue to monitor the new agency’s activities and future funding opportunities for the Gateway Cities Affordable Housing Trust, and individual COG cities.
6th Cycle Housing Elements

As of March of 2023, 12 cities in the Gateway Cities subregion, and the County of Los Angeles, have certified 6th Cycle Housing Elements. Four of the Gateway Cities have Housing Element drafts currently in review at HCD, awaiting comments.

Recommended Action

Receive and file this report.
VIII. CONSENT CALENDAR
ITEM M
Matters from the League of California Cities
July 24, 2023

To:    Gateway Cities Council of Governments Board of Directors
From:   Kristine Guerrero, Regional Public Affairs Manager, League of California Cities kguerrero@calcities.org
Re:   League of California Cities and Los Angeles County Division August 2023 Legislative and Advocacy Report

Events and Education

Los Angeles County Division Annual Installation Ceremony & Dinner, Thursday, August 3, 6:00-8:30 p.m., Hotel Maya, Long Beach. Register at www.lacities.org.

Cal Cities Annual Conference, September 20-23, 2023, Sacramento. Register now at www.cacities.org/events.

Advocacy

The Legislature is in Summer Recess until August 14 and will have until September 14 to pass bills to the Governor. Below is a status update on key legislation from the Los Angeles County Division.

2023 Budget Requests

Support $3 billion in ongoing funding to increase housing supply and reduce homelessness.
   Status: Only $1 Billion Approved in FY 23-24 State Budget

Safeguard local revenues and supporting local fiscal sustainability.
   Status: Secured in FY 23-24 State Budget

Repay nearly $1 billion in state-mandated program costs owed to local governments.
   Status: Outstanding

Restore FY 23-24 State Transportation Funding to honor and restore previously committed transportation funding for Intercity Rail Capital Programs, Active Transportation, Safety Grade Separations and the State Highway Account.
   Status: Restored

Legislation

Governance, Transparency and Labor Relations

Oppose SB 251 (Newman) Political Reform Act of 1974: elected officers: conflicts of interest, as amended 3/8/23. Prohibits an elected officer from employment by any other elected officer with the same constituency, except if the elected officer first
began their employment by the other elected officer with the same constituency on or before December 31, 2023. The bill would not apply to statewide elected officers.

**Location:** Failed Senate Elections and Constitutional Amendments, reconsideration granted

**Support if Amended** SB 411 (Portantino) Open meetings: teleconferences: neighborhood councils, as amended 4/24/23. Currently limits teleconference capability to Neighborhood Councils in the City of Los Angeles and should be amended back to its introduced language allowing appointed bodies to teleconference meetings without having to notice and make publicly accessible each teleconference location.

**Location:** Assembly Local Government

**Support if Amended** SB 537 (Becker) Open Meetings: multijurisdictional, cross-county agencies: teleconferences, as amended 4/24/23. Currently limits members of multijurisdictional bodies to participate remotely only if the meeting location is more than 40 miles (one-way) from their home, among other limitations. The bill should be amended back to its original language to allow appointed bodies of a multijurisdictional agency to teleconference meetings without having to notice and make publicly accessible each teleconference location.

**Location:** Assembly Local Government

**Support** AB 557 (Hart) Open Meetings: local agencies: teleconferences, as amended 6/19/23. Eliminates the January 1, 2024, sunset on the provisions of the Brown Act that provided additional flexibility for local agencies looking to meet remotely during an emergency while still maintaining public access and transparency under AB 361 (R. Rivas, 2021). The bill would also extend the renewal period for resolutions declaring the use of AB 361 to 45 days (up from 30 days). By doing so AB 557 would provide accommodation for those agencies regularly meeting on a fixed date every month.

**Location:** Senate Third Reading

**Support** AB 817 (Pacheco) Local government: open meetings, as amended 3/16/23. Provides a narrow exemption under the Ralph M. Brown Act for non-decision-making legislative bodies currently governed by Act, such as advisory bodies and commissions, to participate in two-way virtual teleconferencing without posting physical location of members.

**Location:** 2-year bill

**Support** AB 1379 (Papan) Open Meetings: local agencies: teleconference, as amended 3/23/23. Requires a legislative body electing to use teleconferencing to post agendas at a singular designated physical meeting location rather than at all teleconference locations. Allows quorum to be established by remote participation, at the designated physical location, or at both the designated physical meeting location and remotely. Also requires the legislative body to have at least 2 meetings per year in which the legislative body’s members are in person at a singular designated physical meeting location.

**Location:** 2-year bill
Oppose **AB 1484 (Zbur)** Temporary public employees, as amended 5/18/23. Requires inclusion of temporary employees in the same bargaining unit as permanent employees and that the wages, hours, plus terms of condition of employment for both temporary and permanent employees must be bargained together in a single memorandum of understanding.  
**Location:** Senate Appropriations

**Housing, Community and Economic Development**

Oppose **SB 423 (Wiener)** Land use: streamlined housing approvals: multifamily housing developments, as amended 6/19/23. Expands **SB 35** (Chapter 366, Statutes of 2017) provisions and eliminates the January 1, 2026 sunset date, permanently requiring cities to ministerially approve certain housing projects without public input or environmental review.  
**Location:** Assembly Appropriations

**Homelessness**

Concerns **AB 799 (Rivas)** Homeless Housing, Assistance, and Prevention program: Homelessness Accountability and Results Act, as amended 7/3/23. Requires regions, defined as counties, continuums of care, and large cities, to develop a regional homelessness action plan every five years, which must be submitted to the state for approval, for future rounds of the Homeless Housing, Assistance and Prevention (HHAP) program.  
**Location:** Senate Appropriations

Concerns **AB 1679 (Santiago)** Transaction and use taxes: County of Los Angeles: homelessness, as amended 6/19/23. Authorizes the County of Los Angeles to impose a transaction and use tax of up to .50% if approved by county voters for homeless services, homeless prevention and affordable housing.  
**Location:** Senate Governance and Finance

**Public Safety**

Support **SB 44 (Umberg)** Controlled Substances, as amended 4/13/23. Requires a court to provide a written advisory to a person convicted of selling fentanyl notifying the person of the danger of selling or administering illicit drugs and counterfeit pills and of the potential future criminal liability if another person dies as a result of that person’s actions.  
**Location:** 2-year bill

Support **SB 602 (Archuleta)** Trespass, as amended 6/3/23. Extends the effective duration of Letters of Agency from 30 days to 12 months and the operative timeframe of trespass authorization letters from 12 months to 3 years for the purpose of removing graffiti and mitigating other public nuisances on private property visible from public rights of way.  
**Location:** Assembly Floor
Support **AB 33 (Bains)** Fentanyl Addiction and Overdose Prevention Task Force, as amended 6/14/23. Establishes the Fentanyl Addiction and Overdose Prevention Task Force, consisting of law enforcement, public health officials, and healthcare providers to coordinate an effective response to the fentanyl crisis. The task force will focus on a number of different strategies, including increasing access to overdose-reversing drugs, improving substance use disorder treatment and recovery support, and crafting strategies to reduce the availability of illicit fentanyl.

**Location:** Senate Appropriations

Support **AB 40 (Rodriguez)** Emergency medical services, as amended 7/5/23. Requires procedures and standards to improve ambulance patient offload time (APOT).

**Location:** Senate Appropriations

Support **AB 367 (Maienschein)** Controlled Substances: Enhancements, as amended 3/22/23. Applies the “great bodily injury” enhancement to any person who sells, furnishes, administers, or gives away fentanyl or an analog of fentanyl when the person to whom the fentanyl was sold, furnished, administered or given suffers a significant or substantial physical injury from using the substance.

**Location:** 2-year bill

Oppose **AB 436 (Alvarez)** Vehicles. Repeals the authority given to local authorities to prohibit cruising. This bill would also remove a provision prohibiting a common modification made to cars used in cruising to have the vehicles ride low to the ground roadway.

**Location:** Senate Appropriations

Support **AB 474 (Rodriguez)** State Threat Assessment Center: transnational criminal organizations. Requires the State Threat Assessment Center (STAC) and the Office of Emergency Services (OES) to prioritize cooperation with state and local efforts to illuminate, disrupt, degrade, and dismantle criminal networks trafficking opioid drugs and to support state and local interagency task forces to combat illegal opioid trafficking, including preparing and disseminating intelligence products for public safety entities.

**Location:** Senate Appropriations

Support **AB 701 (Villapudua)** Controlled substances: fentanyl, as amended 6/20/23. Increases the penalty and fine for trafficking controlled substances containing heroin, cocaine base, and cocaine to fentanyl.

**Location:** Senate Appropriations

Oppose **AB 742 (Jackson)** Law enforcement: police canines, as amended 5/18/23. Prohibits the use of police canines to: arrest or apprehend a person; crowd control; bite; or train a police canine inconsistent with these prohibitions.

**Location:** Assembly Inactive

Support **AB 955 (Petrie-Norris)** Controlled Substances, as amended 3/15/23. Creates a new crime for selling fentanyl on a social media platform.

**Location:** Assembly Rules
Oppose **AB 1034 (Wilson)** Law enforcement: facial recognition and other biometric surveillance, as amended 5/1/23. Prohibits a law enforcement agency or law enforcement officer from installing, activating, or using any biometric surveillance system in connection with an officer camera or data collected by an officer camera and would authorize a person to bring an action for equitable or declaratory relief against a law enforcement agency or officer who violates that prohibition.

**Location:** Senate Third Reading

Support **AB 1708 (Muratsuchi)** Theft, as amended 3/12/23. With voter approval, would require a person convicted of petty theft or shoplifting, if the person has two or more prior convictions for specified retail theft-related offenses, to be punished by imprisonment in the county jail for up to one year. Additionally, this measure would offer pre-plea diversion opportunities.

**Location:** Assembly Public Safety, reconsideration granted

**Transportation, Communications and Public Works**

Oppose **AB 1637 (Irwin)** Local government: internet websites and email addresses, as amended 5/18/23. Requires cities and counties to secure and utilize their website through a new .gov or ca.gov domain no later than January 1, 2027. It would also require all employee email addresses to reflect the updated domain within the same time frame.

**Location:** Senate Appropriations

**Ballot Measures**

Oppose The Taxpayer Protection and Government Accountability Act Initiative No. 21-0042A1. Limits voters’ input, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold state and local law violators accountable.

For more information, please contact Kristine Guerrero at kguerrero@calcities.org
VIII. CONSENT CALENDAR

Item N

Matters from the Southern California Association of Governments (SCAG)
Subject: SCAG Update July 2023

From: Erik Rodriguez, SCAG Sr. Government Affairs Officer; rodrigueze@scag.ca.gov

INFORMATION

SCAG AWARDED $237 MILLION FOR REAP 2.0

The Department of Housing and Community Development has officially approved SCAG’s full funding application, awarding SCAG with more than $237 million in REAP 2.0 funds.

The REAP 2.0 program is a flexible program to accelerate progress toward state housing goals and climate commitments through partnership between the state, its regions and local entities. SCAG will sub-allocate REAP 2.0 funds to eligible partners in the SCAG region through calls for applications. For more information, visit scag.ca.gov/reap2021.

ACTION

REGIONAL COUNCIL ADOPTS UPDATED POLICY FRAMEWORK FOR CONNECT SOCAL 2024

The Regional Council today adopted an updated Policy Framework for Connect SoCal 2024 – the Regional Transportation Plan/Sustainable Communities Strategy – which advances regional priorities and confirms the direction for Connect SoCal 2024 in advance of a draft plan release in October 2023.

SCAG’s Regional Council in June 2022 adopted a Policy Development Framework for Connect SoCal 2024, which outlined the draft vision and goals for the plan, identified key policy priorities and outlined the strategies for advancing those policies through the three Connect SoCal 2024 subcommittees that concluded in spring 2023.

The special Connect SoCal 2024 subcommittees dug deeper into three topics: Next Generation Infrastructure, Resilience and Conservation, and Racial Equity and Regional Planning. The updated Policy Framework reflects elements of direction and feedback received from the subcommittees over the past year.
ACTION:

REGIONAL COUNCIL APPROVES COUNTY TRANSPORTATION COMMISSION PROGRAM AWARD LIST

The Regional Council today approved funding recommendations for the County Transportation Commission (CTC) Partnership Program, an $80 million competitive program developed in close partnership with CTCs in the SCAG region. The program is made possible by the recently approved REAP 2.0 funding. Through this program, SCAG will fund 33 transformative planning and implementation projects that expand access, increase mobility and bring jobs and housing closer together to achieve a more sustainable growth pattern across the region.

Project awards are split across three eligible projects categories:
- $35 million invested in projects that increase transit ridership
- $36 million invested in multimodal communities projects
- $9 million invested in projects to shift travel behavior

News from the President

EXECUTIVE/ADMINISTRATION COMMITTEE CONVENES FOR 2023-24 STRATEGIC PLANNING SESSION

SCAG President Art Brown convened the Executive/Administration Committee on June 29 for a two-day work planning session in Buena Park. During the session, committee members reflected on the past year and discussed strategic planning for the year ahead. The 2023-24 Strategic Plan involves working toward innovative solutions that improve the quality of life for Southern Californians, including becoming the foremost data information hub for the region, advancing planning regional priorities through increased advocacy and more.

GO HUMAN DEMONSTRATES SAFE STREETS IN BUENA PARK

SCAG President Art Brown and Executive Director Kome Ajise, attended the Buena Park Food Truck Festival on June 23. At the event, the City of Buena Park, in partnership with Go Human, hosted a Kit of Parts demonstration, showcasing a pop-up parklet, bike lane, artistic crosswalk and curb extension. The demonstration showed how infrastructure can improve bicyclist and pedestrian safety. To learn more about SCAG’s Go Human program, visit scag.ca.gov/go-human.

News from the Executive Director

MULTIPLE CALLS FOR APPLICATIONS OPEN FOR PROGRAMS TO ACCELERATE TRANSFORMATIVE HOUSING

Calls for Applications are now open for two of three funding areas in the recently approved REAP 2.0 Programs to Accelerate Transformative Housing (PATH):

- **The Housing Infill on Public and Private Lands (HIPP) Pilot Program** is focused on the development of affordable housing at scale on available public and private land as well as development and implementation of corridor-wide or area-wide regulatory infill housing actions. The HIPP program applications are **due by July 10**.
- **The Notice of Funding Available (NOFA) for Lasting Affordability** provides support for innovative housing finance, trust funds, catalyst funds and new permanent funding sources. The NOFA for Lasting Affordability applications are **due by July 31**.
The Call for Applications for the third PATH funding area, Regional Utilities Supporting Housing, is expected to be released in late summer 2023.

SCAG RECEIVES APPROVAL OF CONFORMITY DETERMINATION

The Regional Council in June adopted Connect SoCal Amendment No. 3 and the 2023 Federal Transportation Improvement Program (FTIP) Consistency Amendment, including the associated conformity analysis. SCAG has since received accelerated federal final approval of the conformity determination. With this approval, $26 billion worth of important transportation projects in the Connect SoCal and FTIP Amendments can now move forward. Thank you to Caltrans, the Federal Highway Administration and the Federal Transit Administration for expedited review and approval of the conformity determination.

SCAG AWARDED LOCAL AGENCY TECHNICAL ASSISTANCE GRANT TO EXPAND BROADBAND

The California Public Utilities Commission approved SCAG's $1 million Local Agency Technical Assistance Grant (LATA) on June 29. LATA grants support local agencies and tribes in their efforts to expand broadband service to unserved and underserved Californians. The funding enables SCAG to advance up to three broadband projects in unserved or underserved areas. SCAG will collaborate with local jurisdictions that were unable to apply for funding or lacked the resources to engage a consultant or manage the project themselves.

The full July Executive Director’s Report is available here: [LINK](#).

UPCOMING MEETINGS

JULY
18th Legislative/Communications and Membership Committee
18th Housing Working Group
18th Toolbox Tuesday: Extreme Heat Mitigation Resources
20th Technical Working Group
20th Equity Working Group
25th Transportation Conformity Working Group
26th Modeling Task Force
26th SoCal Greenprint Technical Advisory Committee Meeting

AUGUST
1st Aviation Technical Advisory Committee
8th Toolbox Tuesday: Empowering Southern California with Big Data Analytics
15th Legislative/Communications and Membership Committee
16th Special Meeting of the Community, Economic and Human Development Committee
24th Sustainable & Resilient Communities/Natural & Farm Lands Conservation Working Groups (Joint Meeting)
28th SoCal Greenprint Technical Advisory Committee
30th Regional Transit Technical Advisory Committee
VIII. CONSENT CALENDAR

Item P

Matters from the South Coast AQMD
FOR IMMEDIATE RELEASE: July 17, 2023

MEDIA CONTACT:
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Connie Mejia, (909) 396-3456, Cell: (909) 215-5601
press@aqmd.gov

South Coast AQMD, IQAir & the American Red Cross to Receive 183 HealthPro Plus Air Purifiers to Strengthen Network of Clean Air Centers in Vulnerable Communities

Who: South Coast AQMD
IQAir
American Red Cross

What: Media Availability – The South Coast Air Quality Management District (South Coast AQMD), IQAir and the American Red Cross will receive 183 HealthPro Plus Air Purifiers as a part of the California Air Resources Board’s AB 836 Wildfire Smoke Clean Air Centers for Vulnerable Populations Incentive Pilot Program. After the air purifiers are delivered, they will be deployed to clean air centers across the region.

These HealthPro Plus Air Purifiers will be a welcome addition to the centers, which are already equipped with cots, blankets, wildfire kits and medical caches for immediate healthcare needs. Plus, they are certified to filter 99.5% of pollutants (including bacteria and viruses) down to 0.003 microns, ensuring the air in these shelters is cleaned in real-time.

Officials will be on hand to give a demonstration on how the (air) purifiers operate.

When: 10 A.M., Wednesday, July 19, 2023

Where: American Red Cross Warehouse
5600 Rickenbacker Road, Unit D-2
Bell, California 90201

South Coast AQMD is the regulatory agency responsible for improving air quality for large areas of Los Angeles, Orange, Riverside and San Bernardino counties, including the Coachella Valley. For news, air quality alerts, event updates and more, please visit us at www.aqmd.gov, download our award-winning app, or follow us on Facebook, Twitter and Instagram.

###
FOR IMMEDIATE RELEASE: July 6, 2023

MEDIA CONTACT:
Nahal Mogharabi, (909) 396-3773, Cell: (909) 837-2431
Connie Mejia, (909) 396-3456, Cell: (909) 215-5601
press@aqmd.gov

South Coast AQMD Awarded $76 Million for a first-of-its-kind Zero-Emission Fuel Cell Train and Infrastructure that will Transform Goods Movement in San Pedro Bay Port Corridor

DIAMOND BAR—The South Coast Air Quality Management District was awarded about $76 million by the California State Transportation Agency (CalSTA) for zero-emission projects that will help transform the goods movement sector in the San Pedro Bay Port corridor. More than 80% of air pollution in Southern California is associated with mobile sources, including trucks, trains, planes and ocean-going vessels. As such, transitioning to zero emission technologies is essential to reducing air pollution. The projects developed by this funding will create 7,600 jobs and reduce 1.7 tons of fine particulate matter (PM2.5) and 632 tons of Nitrogen Oxides (NOx)—a precursor to smog.

“Southern California is home to the two largest ports in the nation which have a profound air quality impact to the surrounding neighborhoods,” said Vanessa Delgado, South Coast AQMD’s Governing Board Chair. “That’s why investments in zero-emission technologies like this are so important. They not only support the goods movement industry but reduce air pollution to better protect overburdened communities.”

South Coast AQMD will use the $76,250,003 in CalSTA’s Port and Freight Infrastructure Program to demonstrate one first-of-its-kind hydrogen fuel cell locomotive that will operate in and around Southern California, install 376 Direct Current Fast Chargers and 19 hydrogen refueling dispensers across seven locations for trucks used for goods movement.

“CalSTA’s ‘Core Four’ priorities are safety, climate action, equity and economic prosperity, and the strategic investments announced today shine in all those areas,” California Transportation Secretary Toks Omishakin said during an event today announcing the awards at the Port of Long Beach. “These awards – a direct result of Governor Gavin Newsom’s visionary leadership – will help maintain our state’s competitive edge in our nation-leading supply chain infrastructure and will create a cleaner, safer and more efficient goods movement system that will have a lasting positive impact for the people of California.”
This Project will increase throughput to California ports by demonstrating a locomotive that can haul 50% more freight per locomotive and deploy additional faster charging options for over 2,100 zero-emissions trucks allowing more time to be spent on moving freight instead of recharging.

South Coast AQMD is working with Wabtec Corporation (Wabtec) and Prologis Mobility to deliver the fuel cell train and supporting infrastructure by 2027 and then demonstrated for 12 months.

South Coast AQMD’s 2022 Air Quality Management Plan (AQMP) shows that to achieve federal air quality standards, we need to transition rapidly to zero-emission technologies in the goods movement sector to reduce NOx emissions along with PM2.5. South Coast AQMD is focused on the statewide goal of 100% zero-emissions in the transportation sector as soon as possible in part by facilitating and managing these partnerships between government and business.

The Port and Freight Infrastructure Program seeks to improve the capacity, safety, efficiency and resilience of goods movement to, from and through California’s maritime ports, while also reducing greenhouse gas emissions, air pollution, public health impacts and negative economic impacts to the many environmental justice communities adjacent to the corridors and facilities used for goods movement while promoting high-road port, freight and construction sector jobs.

South Coast AQMD is the regulatory agency responsible for improving air quality for large areas of Los Angeles, Orange, Riverside and San Bernardino counties, including the Coachella Valley. For news, air quality alerts, event updates and more, please visit us at www.aqmd.gov, download our award-winning app, or follow us on Facebook, Twitter and Instagram.

###
VIII. CONSENT CALENDAR
ITEM T
Contract between the County of Los Angeles and Gateway Cities Council of Governments for Gateway Connections Mental Health Outreach and two Gateway Cities Council of Governments Professional Services Agreements with Pacific Clinics and Southern California Health and Rehabilitation Program (SCHARP)
TO: Board of Directors

FROM: Hector De la Torre, Executive Director

BY: Gilbert Saldate, Director of Regional Homelessness Programs

SUBJECT: Contract between the County of Los Angeles and Gateway Cities Council of Governments for Gateway Connections Mental Health Outreach and two Gateway Cities Council of Governments Professional Services Agreements with Pacific Clinics and Southern California Health and Rehabilitation Program (SCHARP)

Background

Gateway Cities Council of Governments works regionally to support the Gateway Cities in their goal to end homelessness.

On February 7, 2023, the Board of Supervisors unanimously approved the Fiscal Year 2023-24 Homeless Initiative Funding recommendations, which included funding for local jurisdictions. These funds are intended to be used to support COGs and cities for activities that align with the approved framework strategies and continue their work to address homelessness.

On May 3, 2023, Gateway Cities COG Board approved the proposed projects for the use of Measure H subregional funds and Gateway Connection Mental Health Outreach funds from the 4th District for Fiscal Year 23-24 and authorized the Executive Director to enter into contract with the Los Angeles Chief Executive Office’s Homeless Initiative.

Issue

For these two contracts, the funds from 4th District Supervisor Hahn in the amount of $300,000 are to support both agencies at $150,000 each is before the Board today. This $300K first part of the funding will assist with the startup of both projects. The second source of funding through Measure H Funding will come before the Board soon.

Recommended Action

Approve the contract between the Gateway Cities COG and the County of Los Angeles for the $300,000 Gateway Connection Mental Health Outreach funding from Supervisor Hahn and approve separate contracts between the Gateway Cities COG and Pacific Clinics and Southern California Health and Rehabilitation Program (SCHARP) for FY 2023-2024.

Authorize Executive Director to sign each contract on behalf of the Gateway Cities Council of Governments.
Attachment

- Contract between the County of Los Angeles and Gateway Cities Council of Governments for Gateway Connections Mental Health Outreach
- Contract between Gateway Cities COG and Pacific Clinics
- Contract between Gateway Cities COG and Southern California Health and Rehabilitation Program (SCHARP)
CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

GATEWAY CITIES COUNCIL OF GOVERNMENTS

FOR

GATEWAY CONNECTIONS MENTAL HEALTH OUTREACH

CONTRACT NUMBER: AO-23-605
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>PARAGRAPH</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECITALS</td>
<td>..........................................................................................</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>APPLICABLE DOCUMENTS ..................................................................</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>DEFINITIONS .............................................................................</td>
<td>2</td>
</tr>
<tr>
<td>2.1</td>
<td>Standard Definitions ..................................................................</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>WORK ......................................................................................</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>TERM OF CONTRACT .....................................................................</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>CONTRACT SUM ..........................................................................</td>
<td>4</td>
</tr>
<tr>
<td>5.1</td>
<td>Total Contract Sum ..................................................................</td>
<td>4</td>
</tr>
<tr>
<td>5.2</td>
<td>Written Approval for Reimbursement .......................................</td>
<td>4</td>
</tr>
<tr>
<td>5.3</td>
<td>Notification of 75% of Total Contract Sum ................................</td>
<td>4</td>
</tr>
<tr>
<td>5.4</td>
<td>No Payment for Services Provided Following Expiration-Termination of Contract</td>
<td>4</td>
</tr>
<tr>
<td>5.5</td>
<td>Invoices and Payments ................................................................</td>
<td>5</td>
</tr>
<tr>
<td>5.6</td>
<td>Default Method of Payment: Direct Deposit or Electronic Funds Transfer</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>ADMINISTRATION OF CONTRACT- COUNTY .......................................</td>
<td>6</td>
</tr>
<tr>
<td>6.1</td>
<td>County Administration ................................................................</td>
<td>6</td>
</tr>
<tr>
<td>6.2</td>
<td>County’s Project Director .....................................................</td>
<td>6</td>
</tr>
<tr>
<td>6.3</td>
<td>County’s Project Manager ......................................................</td>
<td>7</td>
</tr>
<tr>
<td>6.4</td>
<td>County’s Contract Project Monitor ..........................................</td>
<td>7</td>
</tr>
<tr>
<td>7</td>
<td>ADMINISTRATION OF CONTRACT-CONTRACTOR ..................................</td>
<td>7</td>
</tr>
<tr>
<td>7.1</td>
<td>Contractor Administration ......................................................</td>
<td>7</td>
</tr>
<tr>
<td>7.2</td>
<td>Contractor’s Project Manager ..................................................</td>
<td>8</td>
</tr>
<tr>
<td>7.3</td>
<td>Approval of Contractor’s Staff ...............................................</td>
<td>8</td>
</tr>
<tr>
<td>7.4</td>
<td>Contractor’s Staff Identification ............................................</td>
<td>8</td>
</tr>
<tr>
<td>7.5</td>
<td>Background and Security Investigations ....................................</td>
<td>8</td>
</tr>
<tr>
<td>7.6</td>
<td>Confidentiality .......................................................................</td>
<td>9</td>
</tr>
<tr>
<td>8</td>
<td>STANDARD TERMS AND CONDITIONS ..............................................</td>
<td>9</td>
</tr>
<tr>
<td>8.1</td>
<td>Amendments ............................................................................</td>
<td>9</td>
</tr>
<tr>
<td>8.2</td>
<td>Assignment and Delegation/Mergers or Acquisitions ....................</td>
<td>10</td>
</tr>
<tr>
<td>8.3</td>
<td>Authorization Warranty .........................................................</td>
<td>11</td>
</tr>
<tr>
<td>8.4</td>
<td>Budget Reductions ...................................................................</td>
<td>11</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>8.5</td>
<td>Complaints</td>
<td>12</td>
</tr>
<tr>
<td>8.6</td>
<td>Compliance with Applicable Law</td>
<td>12</td>
</tr>
<tr>
<td>8.7</td>
<td>Compliance with Civil Rights Laws</td>
<td>13</td>
</tr>
<tr>
<td>8.8</td>
<td>Compliance with the County’s Jury Service Program</td>
<td>14</td>
</tr>
<tr>
<td>8.9</td>
<td>Conflict of Interest</td>
<td>15</td>
</tr>
<tr>
<td>8.10</td>
<td>Consideration of Hiring County Employees Targeted for Layoff or Re- Employment List</td>
<td>15</td>
</tr>
<tr>
<td>8.11</td>
<td>Consideration of Hiring GAIN-GROW Participants</td>
<td>16</td>
</tr>
<tr>
<td>8.12</td>
<td>Contractor Responsibility and Debarment</td>
<td>16</td>
</tr>
<tr>
<td>8.13</td>
<td>Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law</td>
<td>19</td>
</tr>
<tr>
<td>8.14</td>
<td>Contractor’s Warranty of Adherence to County’s Child Support Compliance Program</td>
<td>19</td>
</tr>
<tr>
<td>8.15</td>
<td>County’s Quality Assurance Plan</td>
<td>19</td>
</tr>
<tr>
<td>8.16</td>
<td>Damage to County Facilities, Buildings or Grounds</td>
<td>20</td>
</tr>
<tr>
<td>8.17</td>
<td>Employment Eligibility Verification</td>
<td>20</td>
</tr>
<tr>
<td>8.18</td>
<td>Counterparts and Electronic Signatures and Representations</td>
<td>20</td>
</tr>
<tr>
<td>8.19</td>
<td>Fair Labor Standards</td>
<td>21</td>
</tr>
<tr>
<td>8.20</td>
<td>Force Majeure</td>
<td>21</td>
</tr>
<tr>
<td>8.21</td>
<td>Governing Law, Jurisdiction, and Venue</td>
<td>22</td>
</tr>
<tr>
<td>8.22</td>
<td>Independent Contractor Status</td>
<td>22</td>
</tr>
<tr>
<td>8.23</td>
<td>Indemnification</td>
<td>22</td>
</tr>
<tr>
<td>8.24</td>
<td>General Provisions for all Insurance Coverage</td>
<td>27</td>
</tr>
<tr>
<td>8.25</td>
<td>Insurance Coverage</td>
<td>27</td>
</tr>
<tr>
<td>8.26</td>
<td>Liquidated Damages</td>
<td>27</td>
</tr>
<tr>
<td>8.27</td>
<td>Most Favored Public Entity</td>
<td>29</td>
</tr>
<tr>
<td>8.28</td>
<td>Nondiscrimination and Affirmative Action</td>
<td>29</td>
</tr>
<tr>
<td>8.29</td>
<td>Non Exclusivity</td>
<td>30</td>
</tr>
<tr>
<td>8.30</td>
<td>Notice of Delays</td>
<td>30</td>
</tr>
<tr>
<td>8.31</td>
<td>Notice of Disputes</td>
<td>31</td>
</tr>
<tr>
<td>8.32</td>
<td>Notice to Employees Regarding the Federal Earned Income Credit</td>
<td>31</td>
</tr>
<tr>
<td>8.33</td>
<td>Notice to Employees Regarding the Safely Surrendered Baby Law</td>
<td>31</td>
</tr>
<tr>
<td>8.34</td>
<td>Notices</td>
<td>31</td>
</tr>
<tr>
<td>8.35</td>
<td>Prohibition Against Inducement or Persuasion</td>
<td>31</td>
</tr>
<tr>
<td>8.36</td>
<td>Public Records Act</td>
<td>32</td>
</tr>
<tr>
<td>8.37</td>
<td>Publicity</td>
<td>32</td>
</tr>
</tbody>
</table>
8.38 Record Retention and Inspection-Audit Settlement ........................................... 33
8.39 Recycled Bond Paper ......................................................................................... 34
8.40 Subcontracting ................................................................................................. 34
8.41 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program .......................................................... 35
8.42 Termination for Convenience ............................................................................. 35
8.43 Termination for Default ..................................................................................... 36
8.44 Termination for Improper Consideration ............................................................ 37
8.45 Termination for Insolvency ................................................................................. 38
8.46 Termination for Non-Adherence of County Lobbyist Ordinance ....................... 38
8.47 Termination for Non-Apportionment of Funds .................................................... 48
8.48 Validity .............................................................................................................. 39
8.49 Waiver ............................................................................................................. 39
8.50 Warranty Against Contingent Fees .................................................................... 39
8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program ........................................................................................................... 39
8.52 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program ......................................................... 40
8.53 Time off for Voting ............................................................................................ 40
8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking .......................... 40
8.55 Compliance with Fair Chance Employment Practices ....................................... 40
8.56 Compliance with the County Policy of Equity .................................................... 41
8.57 Prohibition from Participation in Future Solicitation(s) ....................................... 41

9 UNIQUE TERMS AND CONDITIONS ................................................................. 41

9.1 Contractor’s Charitable Activities Compliance ................................................... 41

SIGNATURES .......................................................................................................... 42
STANDARD EXHIBITS

A  Statement of Work
B  Pricing Schedule
C  County's Administration
D  Contractor's Administration
E  Contractor Acknowledgement and Confidentiality Agreement
F  Safely Surrendered Baby Law
G  Certificate of Compliance
CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
GATEWAY CITIES COUNCIL OF GOVERNMENTS
FOR
GATEWAY CONNECTIONS MENTAL HEALTH OUTREACH

This Contract ("Contract") is made and entered into by and between the County of Los Angeles, hereinafter referred to as "County", and GATEWAY CITIES COUNCIL OF GOVERNMENTS, hereinafter referred to as "Contractor," for Contractor's Gateway Connections mental health outreach services.

RECITALS

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, services as a contractor; and

WHEREAS, on January 10, 2023, the County Board of Supervisors ("Board") declared a local emergency on homelessness ("Homeless Emergency") and directed the Chief Executive Office, Homeless Initiative, and other County departments to take necessary steps for the protection of life, health, and safety of people experiencing homelessness ("PEH") in the County; and

WHEREAS, on February 7, 2023, the Board adopted a motion which authorized the Chief Executive Officer to enter into and/or amend agreements for professional and other services, approved as to form by County Counsel, that support the Homeless Emergency and PEH Missions within the County, through expedited and streamlined contracting processes, including the non-adherence of the County's Sole Source Policy and other competitive procurement requirements; and

WHEREAS, pursuant to Government Code section 26227, the Board 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; and

WHEREAS, the Contractor will facilitate partnerships for mental health outreach services to support the Gateway Connections program to prevent and combat homelessness regionally; and

WHEREAS, the County’s Fourth District will provide up to a maximum of $300,000 in Homeless Services Funds to fund this contract.

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

Exhibits A, B, C, D, E, F, and G 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 - County’s Administration
1.4 Exhibit D - Contractor’s Administration
1.5 Exhibit E - Contractor Acknowledgement and Confidentiality Agreement
1.6 Exhibit F - Safely Surrendered Baby Law
1.7 Exhibit G - Certificate of Compliance

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:

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 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.
2.1.2 **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.

2.1.3 **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.

2.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

2.1.5 **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.

2.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.7 **County Project Manager:** Person designated by County’s Project Director to manage the operations under this contract.

2.1.8 **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.

2.1.9 **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.

2.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

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 one (1) year, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for an additional 12-month period, for up to an additional four (4) years. Each such extension option shall be exercised at the sole discretion of the Chief Executive Officer, or her designee as authorized by the Board of Supervisors.

5  CONTRACT SUM

5.1 Total Contract Sum

The Maximum Amount of this Contract shall be as 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 in excess of the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

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 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Chief Executive Office at the address herein provided in Exhibit C (County’s Administration).

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

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 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service and sent electronically to: 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.

5.5.6 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.
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

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit C (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

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 D (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 D (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

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 7.5 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.

Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit E.

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 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 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 to the term of this 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 delegate 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 affected 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

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

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 © (1) through 2000 © (17), to the end that no person will, 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. Additionally, contractor certifies to the County:

8.7.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 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.

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.

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 deducts 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 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

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 and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer 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

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 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. The County’s Department of Children and Family Services will supply the contractor with the poster to be used. Information and posters for printing are available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

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 evaluate the contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing the contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

8.15.1 The report 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 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which
shall be deemed an original but all of which together shall constitute one
and the same Contract. The facsimile, email or electronic signature of the
Parties shall be deemed to constitute original signatures, and facsimile or
electronic copies hereof shall be deemed to constitute duplicate originals.

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

8.19 Fair Labor Standards

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

The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnities) 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
type 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: HIAdmin@ceo.la county.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.

9.1.1 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.

9.1.1 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 affect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

- General Aggregate: $2 million
- Products/Completed Operations Aggregate: $1 million
- Personal and Advertising Injury: $1 million
- Each Occurrence: $1 million

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

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

8.26 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

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 will 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 Contractor certifies to the County each of the following:

That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.3 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
8.28.4 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.5 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.

8.28.6 The contractor must 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 must 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.

8.28.7 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.

8.28.8 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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.

8.28.9 The contractor will 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.

8.28.10 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will 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 will constitute a finding by the County that the contractor has violated the anti-
discrimination provisions of this Contract.

8.28.11 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, 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

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

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

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

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

The contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.
9.1 Notices

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 C (County’s Administration) and D (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.

9.1 Prohibition Against Inducement or Persuasion

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.

9.1 Recycled Bond Paper

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.

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: HlAdmin@ceo.lacounty.gov

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

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 affected 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

The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, must 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 will 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

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

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

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

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 Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

The contractor must notify its employees and must 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 must 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.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant
County contract. This provision will survive the expiration, or other termination of this Agreement.

9 UNIQUE TERMS AND CONDITIONS

9.1 Contractor’s Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Certificate of Compliance, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)
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
FESIA A. DAVENPORT
CHIEF EXECUTIVE OFFICER

Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By
Senior Deputy County Counsel

Gateway Cities Council of Governments

By

Print Name

Title
STATEMENT OF WORK
GATEWAY CONNECTIONS MENTAL HEALTH OUTREACH

I. Overview

The Los Angeles County Board of Supervisors' (Board) Fourth District (SD4) has allocated $300,000 from their Homeless Prevention Initiative (HPI) Funds to the Gateway Cities Council of Governments (GCCOG) to support the GCCOG’s Gateway Connections Program to facilitate partnerships for mental health outreach services in the region.

II. Objectives

The GCCOG will contract with two providers for the Mental Health Outreach Cities Specific Pilot Program (Program) to support the Gateway Connections Program with mental health outreach in the region. The Program will include the following main elements:

1. Mental Health Outreach Cities Specific Pilot Program: Pacific Clinics
   a. Pacific Clinics intends to work collaboratively with GCCOG and stakeholders to establish and maintain productive relationships with People Experiencing Homelessness (PEH) clients referred by Local Coordinating Alliance (LCA) officials for the Program. The Program’s target objective is to successfully transition clients into housing within one year. To reach this outcome, Pacific Clinics’ LCA teams will provide intensive case management, therapeutic interventions, and complex care coordination to these clients by leveraging existing relationships with Los Angeles Homeless Services Authority (LAHSA), Housing Authority of the City of Los Angeles (HACLA), Los Angeles County Development Authority (LACDA), Service Planning Area (SPA) housing matchers, interim housing managers, staff working at shelters, and other housing related providers; and by establishing new productive partnerships with law enforcement, healthcare entities, treatment centers, and community social services providers.
   b. Pacific Clinics will be responsible for LCA 2: La Mirada, Montebello, Pico Rivera, Santa Fe Springs, and Whittier; and LCA 4: Hawaiian Gardens, Lakewood, and Signal Hill.
   c. Pacific Clinics’ Program will consist of two LCA teams comprised of a Program Director overseeing two teams: Team 1, the Program Manager and an Outreach Worker, and Team 2, a Mental Health Outreach Specialist and Peer Health Navigation.
   d. Pacific Clinics will meet monthly with SCHARP and SHARE Housing staff to collaborate and communicate, successes, challenges, and resources with each other.

2. Mental Health Outreach Cities Specific Pilot Program: SCHARP
   a. SCHARP intends to work collaboratively with GCCOG and stakeholders to
establish and maintain productive relationships with PEH clients referred by LCA officials for the Program. The Program’s target objective is to successfully transition clients into housing within one year. To reach this outcome, SCHARP’s LCA teams will provide intensive case management, therapeutic interventions, and complex care coordination to these clients by leveraging existing relationships with LAHSA, HACLA, LACDA, SPA housing matchers, interim housing managers, staff working at shelters, and other-housing related providers and by establishing new productive partnerships with law enforcement, healthcare entities, treatment centers, and community social services providers.

b. SCHARP will be responsible for LCA 1: Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, South Gate, and Vernon; and LCA 3: Artesia, Bellflower, Cerritos, Compton, Downey, Lynwood, Norwalk, and Paramount.

c. SCHARP’s Program will consist of two LCA teams comprised of a Program Director overseeing two teams: Team 1, the Program Manager and a Certified Peer Specialist, and Team 2, which includes two Certified Peer Specialists.

d. SCHARP will meet monthly with Pacific Clinics and SHARE Housing staff to collaborate and communicate, successes, challenges, and resources with each other.
II. Tasks and Deliverables

The GCCOG will contract with the two providers for the following tasks and deliverables:

<table>
<thead>
<tr>
<th>Mental Health Outreach Cities Specific Pilot Program: Pacific Clinics</th>
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<tbody>
<tr>
<td><strong>Key Performance Indicators/Metrics</strong></td>
</tr>
</tbody>
</table>
| Provision of services including strategic outreach and engagement, intensive case management, complex care coordination, and telehealth mental healthcare. | a. Engage 50 persons experiencing homelessness with mental health challenges.  
b. 90% of program participants assessed for benefits.  
c. 50% linked to benefits (Supplemental Security Income (SSI), General Relief, Food Stamps).  
d. 60% of program participants receiving intensive case management services and care coordination.  
e. 25% of program participants engaged on a weekly basis; approximately 12 of the highest acuity clients will receive weekly high-touch engagement until stably housed.  
f. Per quarter, from 1 to 12 PEH/mental health (MH) clients enrolled will be provided referrals to necessary services (i.e., Substance Abuse/Dependence, Housing, Mental Health, VA etc.) | Annually |
| II. Establish and maintain direct line of communication with GCCOG and city officials (Weekly) Establish and maintain productive, collaborative relationships with clinic staff. (Monthly) Establish and maintain productive, collaborative relationships with County Department of Mental Health Homeless Outreach and Mobile Engagement (HOME) team, Psychiatric Emergency Teams (PET) team, Psychiatric Mobile Response Teams (PMRT), law enforcement, and homeless liaison community partners. (Monthly) Establish and maintain productive, collaborative relationships with SHARE! housing staff and other housing entities. (Monthly) Establish meetings with SCHARP and SHARE to periodically review relevant cases, progress towards housing, successes, challenges, and resources. (Monthly) | a. Relevant emails and phone calls are responded to within 2 business days of receipt to GCCOG and partners. b. Hold 12 meetings (once per month) between GCCOG, partnering cities, DMH HOME Team, PET team, PMRT, law enforcement, homeless liaison community partners, SHARE! Housing, and clinic staff. c. Review relevant cases, successes, and challenges in monthly meeting—minimum of 24 cases. d. Weekly report to Homelessness Technical Advisory Committee (TAC) and GCCOG. e. Submit 4 quarterly reports to Committee on Homelessness. | Annually |
### Mental Health Outreach Cities Specific Pilot Program: SCHARP

<table>
<thead>
<tr>
<th>Key Performance Indicators/Metrics</th>
<th>Targets (Anticipated Impact)</th>
<th>Timeline</th>
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<tr>
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<td>a. Engage 50 persons experiencing homelessness with mental health challenges.</td>
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<tr>
<td></td>
<td>b. 90% of program participants assessed for benefits.</td>
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<td></td>
<td>c. 50% linked to benefits (SSI, General Relief, Food Stamps).</td>
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<td></td>
<td>d. 60% of program participants receiving intensive case management services and care coordination.</td>
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<td>e. 25% of program participants engaged on a weekly basis; approximately 12 of the highest acuity clients will receive weekly high-touch engagement until stably housed.</td>
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<td></td>
<td>f. Per quarter, from 1 to 12 PEH/MH clients enrolled will be provided referrals to necessary services (i.e., Substance Abuse/Dependence, Housing, Mental Health, VA etc.).</td>
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</table>

III. Transition clients into housing within one year.

| a. 50% of program participants linked to housing placements (Interim, permanent, and shared housing) |
| b. 10% of participants placed into interim housing. |
| c. 7% of participants placed into permanent housing. |
| d. 7% of participants who remained in housing for at least 3 months. |
| e. Enroll 12 PEH/MH clients in program for support with housing in the first 90 days of contract. |
| II. | Establish and maintain direct line of communication with GCCOG and city officials (Weekly) Establish and maintain productive, collaborative relationships with clinic staff. (Monthly) Establish and maintain productive, collaborative relationships with DMH HOME Team, PET team, PMRT, law enforcement, and homeless liaison community partners. (Monthly) Establish meetings with Pacific Clinics and SHARE to periodically review relevant cases, progress towards housing, successes, challenges and resources. (Monthly) | a. Relevant emails and phone calls are responded to within 2 business days of receipt to GCCOG and partners. b. Hold 12 meetings (once per month) between GCCOG, partnering cities, DMH HOME Team, PET team, PMRT, law enforcement, homeless liaison community partners, SHARE! Housing, and clinic staff. c. Review relevant cases, successes, and challenges in monthly meeting—minimum of 24 cases. d. Weekly report to Homelessness TAC and GCCOG. e. Submit 4 quarterly reports to Committee on Homelessness. | Annually |
| III. Transition clients into housing within one year. | a. 50% of program participants linked to housing placements (interim, permanent, and shared housing).  
b. 10% of participants placed into interim housing.  
c. 7% of participants placed into permanent housing.  
d. 7% of participants who remained in housing for at least 3 months.  
e. Enroll 12 PEH/MH clients in program for support with housing in the first 90 days of contract. | Annually |
**EXHIBIT B**

**PRICING SCHEDULE**
**GATEWAY CONNECTIONS MENTAL HEALTH OUTREACH**

**MAXIMUM NOT TO EXCEED CONTRACT COST/SET FEE:** $300,000 for services rendered consistent with the Statement of Work (Exhibit A) during the term of this Agreement at the direction of the County Project Manager.

Payment shall be made in arrears in a manner subject to the conditions as set forth here and in Paragraph 5.0, Contract Sum, of this Contract. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost shall be borne by the Contractor.

<table>
<thead>
<tr>
<th>HOMELESS PREVENTION INITIATIVE BUDGET</th>
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<tbody>
<tr>
<td>Gateway Connections Mental Health Outreach</td>
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</table>

<table>
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<tr>
<th>OPERATIONS COSTS</th>
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<tr>
<td>Mental Health Outreach Cities Specific Pilot Program:</td>
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</tr>
<tr>
<td>Pacific Clinics</td>
<td>$150,000</td>
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<tr>
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<tr>
<td>SCHARP</td>
<td>$150,000</td>
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<tr>
<td>OPERATIONS COSTS</td>
<td>$300,000</td>
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<tr>
<td>GRAND TOTAL</td>
<td>$300,000</td>
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</table>

*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.*
COUNTY’S ADMINISTRATION

CONTRACT NO. AO-23-605

COUNTY PROJECT DIRECTOR:
Name: Jerry Ramirez
Title: Manager, CEO
Address: 500 W. Temple St., Room 493 Los Angeles, CA 90012

COUNTY PROJECT MANAGER:
Name: Onnie Williams
Title: Principal Analyst
Address: 500 W. Temple St., Room 493 Los Angeles, CA 90012
E-Mail Address: owilliams@ceo.lacounty.gov
CONTRACTOR'S ADMINISTRATION

CONTRACT NO: **AO-23-605**

CONTRACTOR'S PROJECT MANAGER:

Name: 
Title: 
Address: 
E-Mail Address: 

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: 
Title: 
Address: 
E-Mail Address: 

Notices to Contractor shall be sent to the following:

Name: 
Title: 
Address: 
E-Mail Address: 

EXHIBIT E

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME ____________________________ Contract
No. ____________________________

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
referred 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-
referred 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 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.

SIGNATURE: ______________________________________
DATE: _____/_____/_____

PRINTED NAME: ______________________________________

POSITION: ______________________________________
Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they’re not ready or able to raise a child. Many of these mothers or fathers are afraid and don’t know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

1. Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.

2. You must leave your newborn with a fire station or hospital employee.

3. You don’t have to provide your name.

4. You will only be asked to voluntarily provide a medical history.

5. You have 14 days to change your mind; a matching bracelet (parent) and ankle (baby) are provided to assist you if you change your mind.

ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children’s Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We’re happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

ANY FIRE STATION, ANY HOSPITAL, ANY TIME.

1.877.222.9723
BabySafeLA.org
FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who’d been safely surrendered at a local hospital, they didn’t hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. “We had always wanted to adopt,” Ted says. “But taking home a vulnerable baby who was even better. She had no one but now she had us. And, more importantly, we had her.”

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender a baby?
Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?
No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?
The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?
After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?
Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:
Dial 1-877-222-9723 or BabySafeLA.org
Report any surrender to your local police station.
**CERTIFICATE OF COMPLIANCE**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>REFERENCE</th>
<th>CERTIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Compliance with Fair Chance Employment Hiring Practices Certification</td>
<td>Board Policy 5.250</td>
<td>Certifies Compliance (\square\ Yes (\square\ No)</td>
</tr>
<tr>
<td>2 Contractor’s Charitable Activities Compliance</td>
<td>Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919)</td>
<td>Certifies Compliance (\square\ Yes (\square\ No)</td>
</tr>
</tbody>
</table>
This Professional Services Agreement ("Agreement") is made and effective as of August 2, 2023 ("Effective Date"), by and between the Gateway Cities Council of Governments, a California joint powers authority, ("GCCOG") and Pacific Clinics, a California nonprofit corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence on August 2, 2023, and shall remain and continue in effect until the services described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

II. SERVICES

Consultant shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

III. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant’s ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

IV. GCCOG MANAGEMENT

GCCOG’s Executive Director or designee shall represent GCCOG in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

V. PAYMENT

A. GCCOG agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Six Hundred
Thousand dollars ($600,00.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by GCCOG’s Executive Director or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by GCCOG and Consultant at the time GCCOG’s written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If GCCOG disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. GCCOG may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days’ prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If GCCOG suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, GCCOG shall pay to Consultant the actual value of the Services performed up to the time of termination, unless GCCOG disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to GCCOG pursuant to Section V.

VII. DEFAULT OF CONSULTANT

If GCCOG determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, GCCOG shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present GCCOG with a written plan for the diligent cure of default if such default cannot be cured within seven days, GCCOG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.
VIII. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by GCCOG that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of GCCOG or its designees at reasonable times to such books and records; shall give GCCOG the right to examine and audit said books and records; shall permit GCCOG to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of GCCOG and may be used, reused, or otherwise disposed of by GCCOG without the permission of Consultant. With respect to computer files, Consultant shall make available to GCCOG, at the Consultant's office and upon reasonable written request by GCCOG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to GCCOG all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless GCCOG and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend

In the event GCCOG, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding
(“Action”) arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by GCCOG, Consultant shall defend GCCOG at Consultant’s sole cost, or at GCCOG’s option, to reimburse GCCOG for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense.

C. Payment by GCCOG for Services is not a condition precedent to enforcement of this section. Consultant’s duty to defend, indemnify, and hold harmless GCCOG shall not extend to GCCOG’s sole or active negligence. In the event of any dispute between Consultant and GCCOG as to whether liability arises from the sole or active negligence of GCCOG or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for GCCOG’s defense until such time as a final judgment has been entered adjudicating GCCOG as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney’s fees, expert fees and costs of litigation.

X. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

XI. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to GCCOG a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither GCCOG nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officers, employees, or agents of GCCOG. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against GCCOG, or bind GCCOG in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, GCCOG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for GCCOG. GCCOG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services
pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. GCCOG, and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

XIII. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of GCCOG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of GCCOG has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling GCCOG to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of GCCOG, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without GCCOG's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from GCCOG's Executive Director or designee, or unless requested by GCCOG's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the GCCOG. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives GCCOG notice of such court order or subpoena.

B. Consultant shall promptly notify GCCOG should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the GCCOG, unless the GCCOG is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing GCCOG of such Discovery. GCCOG retains the right, but has no obligation, to represent Consultant and/or
be present at any deposition, hearing, or similar proceeding as allowed by law. Unless GCCOG is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with GCCOG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, GCCOG's right to review any such response does not imply or mean the right by GCCOG to control, direct, or rewrite said response, or that GCCOG has an obligation to review any such response or verifies any response it has reviewed.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To GCCOG: Gateway Cities Council of Governments 16401 Paramount Boulevard Paramount, CA 90723 Attention: Hector De La Torre, Executive Director

To Consultant: Pacific Clinics Address________________________ City, Zip

XVII. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of GCCOG. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide GCCOG with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying GCCOG as an indemni fied party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from GCCOG for such insurance.

XVIII. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.
XIX. GOVERNING LAW

GCCOG and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over GCCOG.

XX. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONSULTANT

By: ______________________
(Signature)

___________________________
(Name)

___________________________
(Title)

GATEWAY CITIES
COUNCIL OF GOVERNMENTS
Ariel Pe, President

ATTEST:

Hector De La Torre, Secretary

APPROVED AS TO FORM:

Ivy M. Tsai, General Counsel

Attachments:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Tasks to Be Performed</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Payment Schedule</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Insurance Requirements</td>
</tr>
</tbody>
</table>
EXHIBIT A

TASKS TO BE PERFORMED
STATEMENT OF WORK
GATEWAY CONNECTIONS MENTAL HEALTH OUTREACH

I. Overview

The Los Angeles County Board of Supervisors' (Board) Fourth District (SD4) has allocated $300,000 from their Homeless Prevention Initiative (HPI) Funds to the Gateway Cities Council of Governments (GCCOG) to support the GCCOG’s Gateway Connections Program to facilitate partnerships for mental health outreach services in the region.

II. Objectives

The GCCOG will contract with two providers for the Mental Health Outreach Cities Specific Pilot Program (Program) to support the Gateway Connections Program with mental health outreach in the region. The Program will include the following main elements:

1. Mental Health Outreach Cities Specific Pilot Program: Pacific Clinics
   a. Pacific Clinics intends to work collaboratively with GCCOG and stakeholders to establish and maintain productive relationships with People Experiencing Homelessness (PEH) clients referred by Local Coordinating Alliance (LCA) officials for the Program. The Program’s target objective is to successfully transition clients into housing within one year. To reach this outcome, Pacific Clinics’ LCA teams will provide intensive case management, therapeutic interventions, and complex care coordination to these clients by leveraging existing relationships with Los Angeles Homeless Services Authority (LAHSA), Housing Authority of the City of Los Angeles (HACLA), Los Angeles County Development Authority (LACDA), Service Planning Area (SPA) housing matchers, interim housing managers, staff working at shelters, and other housing related providers; and by establishing new productive partnerships with law enforcement, healthcare entities, treatment centers, and community social services providers.
   b. Pacific Clinics will be responsible for LCA 2: La Mirada, Montebello, Pico Rivera, Santa Fe Springs, and Whittier; and LCA 4: Hawaiian Gardens, Lakewood, and Signal Hill.
   c. Pacific Clinics’ Program will consist of two LCA teams comprised of a Program Director overseeing two teams: Team 1, the Program Manager and an Outreach Worker, and Team 2, a Mental Health Outreach Specialist and Peer Health Navigation.
   d. Pacific Clinics will meet monthly with SCHARP and SHARE Housing staff to collaborate and communicate, successes, challenges, and resources with each other.

2. Mental Health Outreach Cities Specific Pilot Program: SCHARP
   a. SCHARP intends to work collaboratively with GCCOG and stakeholders to
establish and maintain productive relationships with PEH clients referred by LCA officials for the Program. The Program’s target objective is to successfully transition clients into housing within one year. To reach this outcome, SCHARP’s LCA teams will provide intensive case management, therapeutic interventions, and complex care coordination to these clients by leveraging existing relationships with LAHSA, HACLA, LACDA, SPA housing matchers, interim housing managers, staff working at shelters, and other-housing related providers and by establishing new productive partnerships with law enforcement, healthcare entities, treatment centers, and community social services providers.

b. SCHARP will be responsible for LCA 1: Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, South Gate, and Vernon; and LCA 3: Artesia, Bellflower, Cerritos, Compton, Downey, Lynwood, Norwalk, and Paramount.

c. SCHARP’s Program will consist of two LCA teams comprised of a Program Director overseeing two teams: Team 1, the Program Manager and a Certified Peer Specialist, and Team 2, which includes two Certified Peer Specialists.

d. SCHARP will meet monthly with Pacific Clinics and SHARE Housing staff to collaborate and communicate, successes, challenges, and resources with each other.
II. Tasks and Deliverables

The GCCOG will contract with the two providers for the following tasks and deliverables:

<table>
<thead>
<tr>
<th>Mental Health Outreach Cities Specific Pilot Program: Pacific Clinics</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Key Performance Indicators/Metrics</strong></td>
</tr>
<tr>
<td>I. Provision of services including strategic outreach and engagement, intensive case management, complex care coordination, and telehealth mental healthcare.</td>
</tr>
<tr>
<td><strong>Targets (Anticipated Impact)</strong></td>
</tr>
<tr>
<td>a. Engage 50 persons experiencing homelessness with mental health challenges.</td>
</tr>
<tr>
<td>b. 90% of program participants assessed for benefits.</td>
</tr>
<tr>
<td>c. 50% linked to benefits (Supplemental Security Income (SSI), General Relief, Food Stamps).</td>
</tr>
<tr>
<td>d. 60% of program participants receiving intensive case management services and care coordination.</td>
</tr>
<tr>
<td>e. 25% of program participants engaged on a weekly basis; approximately 12 of the highest acuity clients will receive weekly high-touch engagement until stably housed.</td>
</tr>
<tr>
<td>f. Per quarter, from 1 to 12 PEH/mental health (MH) clients enrolled will be provided referrals to necessary services (i.e., Substance Abuse/Dependence, Housing, Mental Health, VA etc.)</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
</tr>
<tr>
<td>Annually</td>
</tr>
<tr>
<td>II.</td>
</tr>
</tbody>
</table>
### III. Transition clients into housing within one year,

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Target</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 50% of program participants linked to housing placements (interim, permanent, and shared housing)</td>
<td>Anticipated Impact: Enroll 12 PEH/MH clients in program for support with housing in the first 90 days of contract.</td>
<td>Annually</td>
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<tr>
<td>b. 10% of participants placed into interim housing.</td>
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<tr>
<td>c. 7% of participants placed into permanent housing.</td>
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</tr>
<tr>
<td>d. 7% of participants who remained in housing for at least 3 months.</td>
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<td></td>
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<tr>
<td>e. Enroll 12 PEH/MH clients in program for support with housing in the first 90 days of contract.</td>
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</tbody>
</table>

### Mental Health Outreach Cities Specific Pilot Program: SCHARP

<table>
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<td>f. Per quarter, from 1 to 12 PEH/MH clients enrolled will be provided referrals to necessary services (i.e., Substance Abuse/Dependence, Housing, Mental Health, VA etc.).</td>
<td></td>
</tr>
</tbody>
</table>
| II. | Establish and maintain direct line of communication with GCCOG and city officials (Weekly)  
Establish and maintain productive, collaborative relationships with clinic staff. (Monthly)  
Establish and maintain productive, collaborative relationships with DMH HOME Team, PET team, PMRT, law enforcement, and homeless liaison community partners. (Monthly)  
Establish meetings with Pacific Clinics and SHARE to periodically review relevant cases, progress towards housing, successes, challenges and resources. (Monthly) | a. Relevant emails and phone calls are responded to within 2 business days of receipt to GCCOG and partners.  
b. Hold 12 meetings (once per month) between GCCOG, partnering cities, DMH HOME Team, PET team, PMRT, law enforcement, homeless liaison community partners, SHARE! Housing, and clinic staff.  
c. Review relevant cases, successes, and challenges in monthly meeting—minimum of 24 cases.  
d. Weekly report to Homelessness TAC and GCCOG.  
e. Submit 4 quarterly reports to Committee on Homelessness. | Annually |
| III. | Transition clients into housing within one year. | a. 50% of program participants linked to housing placements (Interim, permanent, and shared housing).  
   b. 10% of participants placed into interim housing.  
   c. 7% of participants placed into permanent housing.  
   d. 7% of participants who remained in housing for at least 3 months.  
   e. Enroll 12 PEH/MH clients in program for support with housing in the first 90 days of contract. | Annually |
EXHIBIT B

PAYMENT SCHEDULE

Not to Exceed $600,000.00
EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant’s indemnification of GCCOG, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to GCCOG.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

Consultant shall submit to GCCOG, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of GCCOG, its officers, agents, employees, and volunteers.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to GCCOG as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must
be approved by GCCOG’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with GCCOG at all times during the term of this Agreement. GCCOG reserves the right to require complete, certified copies of all required insurance policies at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant’s agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by GCCOG shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of GCCOG before the GCCOG’s own insurance or self-insurance shall be called upon to protect it as a named insured.

**GCCOG’s rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, GCCOG has the right but not the duty to obtain the insurance it deems necessary and any premium paid by GCCOG will be promptly reimbursed by Consultant or GCCOG will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, GCCOG may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the GCCOG’s Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against GCCOG, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against GCCOG, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the GCCOG to inform Consultant of non-compliance with any requirement imposes no additional obligations on the GCCOG nor does it waive any rights hereunder.
**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums shown above, GCCOG requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to GCCOG.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to GCCOG with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that GCCOG and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to GCCOG and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to GCCOG for review.

**GCCOG’s right to revise specifications.** GCCOG reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, GCCOG and Consultant may renegotiate Consultant’s compensation or come to some other agreement to address the additional cost.
**Self-insured retentions.** Any self-insured retentions must be declared to and approved by GCCOG. GCCOG reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by GCCOG.

**Timely notice of claims.** Consultant shall give GCCOG prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.
This Professional Services Agreement ("Agreement") is made and effective as of August 2, 2023 ("Effective Date"), by and between the Gateway Cities Council of Governments, a California joint powers authority, ("GCCOG") and Southern California Health & Rehabilitation Program (SCHARP), a California nonprofit corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence on August 2, 2023, and shall remain and continue in effect until the services described herein are completed, but in no event later than June 30, 2024 unless sooner terminated pursuant to the provisions of this Agreement.

II. SERVICES

Consultant shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

III. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant’s ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

IV. GCCOG MANAGEMENT

GCCOG’s Executive Director or designee shall represent GCCOG in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

V. PAYMENT

A. GCCOG agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Six Hundred
Thousand dollars ($600,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by GCCOG’s Executive Director or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by GCCOG and Consultant at the time GCCOG’s written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If GCCOG disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. GCCOG may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days’ prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If GCCOG suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, GCCOG shall pay to Consultant the actual value of the Services performed up to the time of termination, unless GCCOG disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to GCCOG pursuant to Section V.

VII. DEFAULT OF CONSULTANT

If GCCOG determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, GCCOG shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present GCCOG with a written plan for the diligent cure of default if such default cannot be cured within seven days, GCCOG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.
VIII. OWNERHIPS OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by GCCOG that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of GCCOG or its designees at reasonable times to such books and records; shall give GCCOG the right to examine and audit said books and records; shall permit GCCOG to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of GCCOG and may be used, reused, or otherwise disposed of by GCCOG without the permission of Consultant. With respect to computer files, Consultant shall make available to GCCOG, at the Consultant's office and upon reasonable written request by GCCOG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to GCCOG all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless GCCOG and any and all of its officials, officers, employees, agents, and/or volunteers (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend

In the event GCCOG, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding
(“Action”) arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by GCCOG, Consultant shall defend GCCOG at Consultant’s sole cost, or at GCCOG’s option, to reimburse GCCOG for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense.

C. Payment by GCCOG for Services is not a condition precedent to enforcement of this section. Consultant’s duty to defend, indemnify, and hold harmless GCCOG shall not extend to GCCOG’s sole or active negligence. In the event of any dispute between Consultant and GCCOG as to whether liability arises from the sole or active negligence of GCCOG or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for GCCOG’s defense until such time as a final judgment has been entered adjudicating GCCOG as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney’s fees, expert fees and costs of litigation.

X. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

XI. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to GCCOG a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither GCCOG nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officers, employees, or agents of GCCOG. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against GCCOG, or bind GCCOG in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, GCCOG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for GCCOG. GCCOG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services
pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. GCCOG, and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

XIII. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of GCCOG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of GCCOG has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling GCCOG to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of GCCOG, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without GCCOG's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from GCCOG's Executive Director or designee, or unless requested by GCCOG's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the GCCOG. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives GCCOG notice of such court order or subpoena.

B. Consultant shall promptly notify GCCOG should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the GCCOG, unless the GCCOG is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing GCCOG of such Discovery. GCCOG retains the right, but has no obligation, to represent Consultant and/or
be present at any deposition, hearing, or similar proceeding as allowed by law. Unless GCCOG is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with GCCOG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, GCCOG's right to review any such response does not imply or mean the right by GCCOG to control, direct, or rewrite said response, or that GCCOG has an obligation to review any such response or verifies any response it has reviewed.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To GCCOG: Gateway Cities Council of Governments 16401 Paramount Boulevard Paramount, CA 90723 Attention: Hector De La Torre, Executive Director

To Consultant: SCHARP Address________________________ City, Zip________________________

XVII. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of GCCOG. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide GCCOG with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying GCCOG as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from GCCOG for such insurance.

XVIII. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.
XIX. **GOVERNING LAW**

GCCCOG and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over GCCCOG.

XX. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material.

XXI. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONSULTANT

By: ________________________
(Signature)

___________________________
(Name)

___________________________
(Title)
GATEWAY CITIES
COUNCIL OF GOVERNMENTS

Ariel Pe, President

ATTEST:

Hector De La Torre, Secretary

APPROVED AS TO FORM:

Ivy M. Tsai, General Counsel

Attachments: Exhibit A  Tasks to Be Performed
             Exhibit B  Payment Schedule
             Exhibit C  Insurance Requirements
STATEMENT OF WORK
GATEWAY CONNECTIONS MENTAL HEALTH OUTREACH

I. Overview

The Los Angeles County Board of Supervisors' (Board) Fourth District (SD4) has allocated $300,000 from their Homeless Prevention Initiative (HPI) Funds to the Gateway Cities Council of Governments (GCCOG) to support the GCCOG’s Gateway Connections Program to facilitate partnerships for mental health outreach services in the region.

II. Objectives

The GCCOG will contract with two providers for the Mental Health Outreach Cities Specific Pilot Program (Program) to support the Gateway Connections Program with mental health outreach in the region. The Program will include the following main elements:

1. Mental Health Outreach Cities Specific Pilot Program: Pacific Clinics
   a. Pacific Clinics intends to work collaboratively with GCCOG and stakeholders to establish and maintain productive relationships with People Experiencing Homelessness (PEH) clients referred by Local Coordinating Alliance (LCA) officials for the Program. The Program’s target objective is to successfully transition clients into housing within one year. To reach this outcome, Pacific Clinics’ LCA teams will provide intensive case management, therapeutic interventions, and complex care coordination to these clients by leveraging existing relationships with Los Angeles Homeless Services Authority (LAHSA), Housing Authority of the City of Los Angeles (HACLA), Los Angeles County Development Authority (LACDA), Service Planning Area (SPA) housing matchers, interim housing managers, staff working at shelters, and other housing related providers; and by establishing new productive partnerships with law enforcement, healthcare entities, treatment centers, and community social services providers.
   b. Pacific Clinics will be responsible for LCA 2: La Mirada, Montebello, Pico Rivera, Santa Fe Springs, and Whittier; and LCA 4: Hawaiian Gardens, Lakewood, and Signal Hill.
   c. Pacific Clinics’ Program will consist of two LCA teams comprised of a Program Director overseeing two teams: Team 1, the Program Manager and an Outreach Worker, and Team 2, a Mental Health Outreach Specialist and Peer Health Navigation.
   d. Pacific Clinics will meet monthly with SCHARP and SHARE Housing staff to collaborate and communicate, successes, challenges, and resources with each other.

2. Mental Health Outreach Cities Specific Pilot Program: SCHARP
   a. SCHARP intends to work collaboratively with GCCOG and stakeholders to
establish and maintain productive relationships with PEH clients referred by LCA officials for the Program. The Program’s target objective is to successfully transition clients into housing within one year. To reach this outcome, SCHARP’s LCA teams will provide intensive case management, therapeutic interventions, and complex care coordination to these clients by leveraging existing relationships with LAHSA, HACLA, LACDA, SPA housing matchers, interim housing managers, staff working at shelters, and other-housing related providers and by establishing new productive partnerships with law enforcement, healthcare entities, treatment centers, and community social services providers.

b. SCHARP will be responsible for LCA 1: Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, South Gate, and Vernon; and LCA 3: Artesia, Bellflower, Cerritos, Compton, Downey, Lynwood, Norwalk, and Paramount.

c. SCHARP’s Program will consist of two LCA teams comprised of a Program Director overseeing two teams: Team 1, the Program Manager and a Certified Peer Specialist, and Team 2, which includes two Certified Peer Specialists.

d. SCHARP will meet monthly with Pacific Clinics and SHARE Housing staff to collaborate and communicate, successes, challenges, and resources with each other.
II. Tasks and Deliverables

The GCCOG will contract with the two providers for the following tasks and deliverables:

<table>
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<tr>
<th>Mental Health Outreach Cities Specific Pilot Program: Pacific Clinics</th>
<th>Key Performance Indicators/Metrics</th>
<th>Targets (Anticipated Impact)</th>
<th>Timeline</th>
</tr>
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</table>
| I. Provision of services including strategic outreach and engagement, intensive case management, complex care coordination, and telehealth mental healthcare. | a. Engage 50 persons experiencing homelessness with mental health challenges.  
b. 90% of program participants assessed for benefits.  
c. 50% linked to benefits (Supplemental Security Income (SSI), General Relief, Food Stamps).  
d. 60% of program participants receiving intensive case management services and care coordination.  
e. 25% of program participants engaged on a weekly basis; approximately 12 of the highest acuity clients will receive weekly high-touch engagement until stably housed.  
f. Per quarter, from 1 to 12 PEH/mental health (MH) clients enrolled will be provided referrals to necessary services (i.e., Substance Abuse/Dependency, Housing, Mental Health, VA etc.) | | Annually |
| II. | Establish and maintain direct line of communication with GCCOOG and city officials (Weekly) |
|     | Establish and maintain productive, collaborative relationships with clinic staff. (Monthly) |
|     | Establish and maintain productive, collaborative relationships with County Department of Mental Health Homeless Outreach and Mobile Engagement (HOME) team, Psychiatric Emergency Teams (PET) team, Psychiatric Mobile Response Teams (PMRT), law enforcement, and homeless liaison community partners. (Monthly) |
|     | Establish and maintain productive, collaborative relationships with SHARE! housing staff and other housing entities. (Monthly) |
|     | Establish meetings with SCHARP and SHARE to periodically review relevant cases, progress towards housing, successes, challenges, and resources. (Monthly) |
| a. | Relevant emails and phone calls are responded to within 2 business days of receipt to GCCOOG and partners. |
| b. | Hold 12 meetings (once per month) between GCCOOG, partnering cities, DMH HOME Team, PET team, PMRT, law enforcement, homeless liaison community partners, SHARE! Housing, and clinic staff. |
| c. | Review relevant cases, successes, and challenges in monthly meeting—minimum of 24 cases. |
| d. | Weekly report to Homelessness Technical Advisory Committee (TAC) and GCCOOG. |
| e. | Submit 4 quarterly reports to Committee on Homelessness. |
III. Transition clients into housing within one year,

- 50% of program participants linked to housing placements (interim, permanent, and shared housing)
- 10% of participants placed into interim housing.
- 7% of participants placed into permanent housing.
- 7% of participants who remained in housing for at least 3 months.
- Enroll 12 PEH/MH clients in program for support with housing in the first 90 days of contract.

### Mental Health Outreach Cities Specific Pilot Program: SCHARP

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b. 90% of program participants assessed for benefits.  
c. 50% linked to benefits (SSI, General Relief, Food Stamps).  
d. 60% of program participants receiving intensive case management services and care coordination.  
e. 25% of program participants engaged on a weekly basis; approximately 12 of the highest acuity clients will receive weekly high-touch engagement until stably housed.  
f. Per quarter, from 1 to 12 PEH/MH clients enrolled will be provided referrals to necessary services (i.e., Substance Abuse/Dependence, Housing, Mental Health, VA etc.). | Annually |
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| III. | Transition clients into housing within one year. | a. 50% of program participants linked to housing placements (Interim, permanent, and shared housing).  
b. 10% of participants placed into interim housing.  
c. 7% of participants placed into permanent housing.  
d. 7% of participants who remained in housing for at least 3 months.  
e. Enroll 12 PEH/MH clients in program for support with housing in the first 90 days of contract. | Annually |
EXHIBIT B

PAYMENT SCHEDULE

Not to Exceed $600,000.00
EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant’s indemnification of GCCOG, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to GCCOG.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

**Workers’ compensation insurance.** Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

Consultant shall submit to GCCOG, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of GCCOG, its officers, agents, employees, and volunteers.

**Other provisions or requirements**

**Proof of insurance.** Consultant shall provide certificates of insurance to GCCOG as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by GCCOG’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with GCCOG at all times during
the term of this Agreement. GCCOG reserves the right to require complete, certified copies of all required insurance policies at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant’s agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by GCCOG shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of GCCOG before the GCCOG’s own insurance or self-insurance shall be called upon to protect it as a named insured.

**GCCOG’s rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, GCCOG has the right but not the duty to obtain the insurance it deems necessary and any premium paid by GCCOG will be promptly reimbursed by Consultant or GCCOG will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, GCCOG may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the GCCOG’s Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against GCCOG, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against GCCOG, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the GCCOG to inform Consultant of non-compliance with any requirement imposes no additional obligations on the GCCOG nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other
requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums shown above, GCCOG requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to GCCOG.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to GCCOG with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that GCCOG and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to GCCOG and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer’s limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to GCCOG for review.

GCCOG’s right to revise specifications. GCCOG reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, GCCOG and Consultant may renegotiate Consultant’s compensation or come to some other agreement to address the additional cost.
**Self-insured retentions.** Any self-insured retentions must be declared to and approved by GCCOG. GCCOG reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by GCCOG.

**Timely notice of claims.** Consultant shall give GCCOG prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant’s performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.
VIII. CONSENT CALENDAR
ITEM U
Gateway Cities Council of Governments
Amendment to Legal Services Agreement
with Jones & Mayer
TO: Board of Directors

FROM: Hector De La Torre, Executive Director

BY: Genny Cisneros, Administrative Director

SUBJECT: Gateway Cities Council of Governments Amendment to Legal Services Agreement with Jones & Mayer

Background

Since March 2005, Jones & Mayer has provided legal services to the Gateway Cities Council of Governments with Ivy Tsai currently assigned as the COG’s General Counsel.

Issue

This amendment to the agreement extends the term at the discretion of the Board of Directors. The scope of services will continue as established. The contract amendment is consistent with the Fiscal Year 2023-24 Budget adopted by the Board June 21, 2023.

Recommended Action

Approve the Amendment to the legal services agreement with Jones & Mayer.
This Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into as of July 1, 2023 (“Effective Date”), by and between the Gateway Cities Council of Governments, a California joint powers authority (“GCCOG”), and Jones & Mayer, Attorney.

1. Section I of the Agreement is amended to provide that the named General Counsel shall be Ivy M. Tsai.

2. Section 4(A) of the Agreement is amended to provide that the hourly rate shall be $200.00. Total compensation for services performed during the period of July 1, 2023 through June 30, 2024 shall not exceed $40,000 unless approved by the Executive Director.

3. Section 5 of the Agreement is amended to extend the term of the Agreement through June 30, 2024.

4. All other terms of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties hereto have caused this Amendment to be executed as of the date set forth above.

GATEWAY CITIES COUNCIL OF GOVERNMENTS

______________________________
Ariel Pe, President

ATTEST:

______________________________
Hector De La Torre, Secretary

JONES & MAYER

______________________________
Ivy M. Tsai, Attorney
VIII. CONSENT CALENDAR
ITEM V
Amendment No. 2 to Agreement for Consulting Services by and between Gateway Cities Council of Governments and Koa Consulting Inc.
TO: Board of Directors

FROM: Hector De La Torre, Executive Director

BY: Genny Cisneros, Administrative Director

SUBJECT: Amendment No. 2 to Agreement for Consulting Services by and between Gateway Cities Council of Governments and Koa Consulting Inc.

Background

Since April 2014, the COG has retained the firm of Koa Consulting Inc. to provide professional engineering services on the COG’s various technical transportation projects including the I-710 EIR/EIS; SR-91/I-605/I-405 Major Corridor Study; and arterial corridor studies.

Issue

Metro has confirmed they will continue to fund I-710 and SR-91/I-605/I-405 activities and will continue to reimburse the COG for the services provided by Koa Consulting relating to the two corridors. The COG’s agreement with Koa Consulting is now up for an annual renewal. The attached amendment to the Koa Consulting Inc. agreement extends the term to June 30, 2024. The dollar amount in the contract corresponds to the budget approved by the Board at the June 21, 2023 Board meeting.

Recommended Action

Approve the attached agreement for consultant engineering services with Koa Consulting.
AMENDMENT NUMBER TWO TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND KOA CONSULTING, INC.

This Amendment Number Two ("Amendment") to the Professional Services Agreement ("Agreement") is entered into as of July 1, 2023 ("Effective Date"), by and between the Gateway Cities Council of Governments, a California joint powers authority ("GCCOG"), and Koa Consulting, Inc., ("Consultant").

1. Section I of the Agreement is amended to provide that the term of the Agreement shall be through June 30, 2024.

2. Section V(A) of the Agreement is amended to revise the not-to-exceed amount to $398,753.75 for the period from July 1, 2023, through June 30, 2024, in accordance with the schedule shown in Exhibit B attached hereto.

3. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date set forth above.

GCCOG

Ariel Pe, President

CONSULTANT

Kekoa Anderson, CEO

ATTEST:

Hector De La Torre, Secretary

APPROVED AS TO FORM

Ivy M. Tsai, General Counsel
## EXHIBIT B

### BUDGET

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VIII. CONSENT CALENDAR
ITEM W
Amendment No. 2 to Agreement for Consulting Services by and between Gateway Cities Council of Governments and Southstar Engineering & Consulting Inc.
TO: Board of Directors

FROM: Hector De La Torre, Executive Director

BY: Genny Cisneros, Administrative Director

SUBJECT: Amendment No. 2 to Agreement for Consulting Services by and between Gateway Cities Council of Governments and Southstar Engineering & Consulting Inc.

Background

Since April 2014, the COG has retained the firm of Southstar Engineering & Consulting to provide professional engineering services on the COG’s various technical transportation projects including: the I-710 EIR/EIS; SR-91/I-605/I-405 Major Corridor Study; Strategic Transportation Plan; and the arterial corridor studies.

Issue

Metro has confirmed they will continue to fund ongoing I-710 and SR-91/I-605/I-405 activities and will continue to reimburse the COG for the services provided by Southstar relating to the two corridors. The COG’s agreement with Southstar is now up for an annual renewal. The attached amendment to the Southstar Engineering & Consulting contract extends the term to June 30, 2024. The dollar amount in the amendment corresponds to the budget approved by the Board at the June 21, 2023 Board meeting.

Recommended Action

Approve the attached agreement for consultant engineering services with Southstar Engineering & Consulting.
AMENDMENT NUMBER TWO TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND SOUTHSTAR ENGINEERING & CONSULTING, INC.

This Amendment Number Two ("Amendment") to the Professional Services Agreement ("Agreement") is entered into as of July 1, 2023 ("Effective Date"), by and between the Gateway Cities Council of Governments, a California joint powers authority ("GCCOG"), and Southstar Engineering & Consulting, Inc., a California corporation ("Consultant").

1. Section I of the Agreement is amended to provide that the term of the Agreement shall be through June 30, 2024.

2. Section V(A) of the Agreement is amended to revise the not-to-exceed amount to $437,280.25 for the period from July 1, 2023, through June 30, 2024, in accordance with the schedule shown in Exhibit B attached hereto.

3. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date set forth above.

GCCOG

Ariel Pe, President

Yvette M. Kirrin, President

CONSULTANT

ATTEST:

Hector De La Torre, Secretary

APPROVED AS TO FORM

Ivy M. Tsai, General Counsel
## EXHIBIT B

### BUDGET

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VIII. CONSENT CALENDAR
ITEM X
Amendment No. Six to Professional Services Agreement Between Gateway Cities Council of Governments and Emerson & Associates
TO: Board of Directors
FROM: Hector De La Torre, Executive Director
BY: Genny Cisneros, Administrative Director

SUBJECT: Amendment No. Six to Professional Services Agreement Between Gateway Cities Council of Governments and Emerson & Associates

Background
In September 2018, the COG entered into contract with Emerson and Associates to provide advocacy support including legislative tracking and alerts, transportation funding strategy, and Gateway Cities COG Advocacy program development.

Issue
The scope of services will continue as established and compensation does not change. The contract amendment budget is consistent with the Fiscal Year 2023-24 Budget adopted by the Board at the June 21, 2023 Board meeting.

Recommended Action
Approve the 6th Amendment to Agreement between Emerson & Associates and Gateway Cities Council of Governments.
This Amendment Number Six (“Amendment”) to the Professional Services Agreement (“Agreement”) is entered into as of July 1, 2023 (“Effective Date”), by and between the Gateway Cities Council of Governments, a California joint powers authority (“GCCOG”), and Norman Emerson dba Emerson and Associates, a Sole Proprietorship (“Consultant”).

1. Section I of the Agreement is amended to provide that the term of the Agreement shall be through June 30, 2024.

2. Section V(A) of the Agreement is amended to provide that GCCOG shall pay Consultant Six Thousand Three Hundred Sixty-Four Dollars and 58 Cents (6,364.58) on a monthly basis for performance of the Services.

3. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date set forth above.

GCCOG

Ariel Pe, President

CONSULTANT

Norman Emerson

ATTEST:

Hector De La Torre, Secretary

APPROVED AS TO FORM

Ivy M. Tsai, General Counsel
VIII. CONSENT CALENDAR
ITEM Y
Amendment No 4 to Consulting Agreement Between Gateway Cities COG and Sumire Gant Consulting
TO: Board of Directors

FROM: Hector De La Torre, Executive Director

BY: Genny Cisneros, Administrative Director

SUBJECT: Amendment No 4 to Consulting Agreement Between Gateway Cities COG and Sumire Gant Consulting

Background
In May 2020, the COG Board approved entering into a Regional Partnership with the Southern California Regional Energy Network (SoCalREn) to provide regional public agency engagement, outreach and implementation support for SoCalREn's energy efficiency program for cities. The funding for this program is provided by the County to The Energy Coalition (TEC), a non-profit that administers the SoCalREn, and from TEC to the COG. To complete the project, the COG Board approved retaining the services of Sumire Gant Consulting (SGc), a sole proprietor firm based in Long Beach.

Issue
The COG staff proposes to extend the contract with Sumire Gant Consulting to support COG staff in implementing this program for fiscal year 2023-24. SGc will continue in the primary support role to the COG in achieving the SoCalREn goals in coordination with COG staff. The SoCalREn program has been very effective in supporting cities to become more energy efficient and sustainable. The number of cities enrolled in SoCalREn currently stands at 20, and they were recognized at the annual Gateway Cities Energy Action Awards ceremonies held in December 2022.

Recommended Action
Approve amendment to consulting agreement with Sumire Gant Consulting.

Attachments
- Fourth Amendment to Consulting Agreement between Gateway Cities COG and Sumire Gant Consulting.
This Amendment Number Four (“Amendment”) to the Professional Services Agreement (“Agreement”) is entered into on July 1, 2023 (“Effective Date”), by and between the Gateway Cities Council of Governments, a joint powers authority organized and existing pursuant to the laws of the State of California (“Agency”), and Sumire Gant Consulting, a Sole Proprietorship (“Consultant”).

1. Section I of the Agreement is amended to provide that the term of the Agreement shall be through June 30, 2024.

2. Section V of the Agreement is amended to revise the not-to-exceed amount to $107,000.00 in accordance with the schedule shown in Exhibit B attached hereto.

3. Except as set forth herein, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date set forth above.

GATEWAY CITIES COUNCIL OF GOVERNMENTS

___________________________
Ariel Pe, President

ATTEST:

___________________________
Hector De La Torre, Secretary

APPROVED AS TO FORM

___________________________
Ivy M. Tsai, General Counsel

Sumire Gant Consulting, Sole Proprietor

___________________________
Sumire Gant, Consultant
EXHIBIT B

BUDGET

SoCalREN: AMOUNT NOT TO EXCEED $107,000.00
VIII. CONSENT CALENDAR
ITEM Z
Approve Memorandum of Understanding (MOU) between Gateway Cities Council of Governments and Gateway Cities Affordable Housing Trust for accounting services
TO: Board of Directors

FROM: Hector De La Torre, Executive Director

BY: Adam B. Eliason, Interim Trust Manager
    Genny Cisneros, Administrative Director

SUBJECT: Approve Memorandum of Understanding (MOU) between Gateway Cities Council of Governments and Gateway Cities Affordable Housing Trust for accounting services.

Background

This report outlines the Trust staff’s ongoing efforts to create an RFP for accounting services and presents the interim need for an MOU between the Trust and the GCCOG to fulfill accounting requirements. The recommendation to hire an accounting firm will be brought to the Trust Board at the September 2023 Board meeting. Additionally, due to the Trust’s pursuit of additional grant funding from Los Angeles County, the establishment of proper accounting procedures and practices has become crucial. Consequently, the County has requested an MOU between the GCCOG and the Trust to formalize accounting practices.

As the Trust staff prepares the RFP for accounting services, an MOU with the GCCOG becomes necessary in the interim. This temporary arrangement is particularly significant considering the Trust’s ongoing exploration of additional grant funding opportunities from Los Angeles County. The County has imposed the requirement of established and implemented accounting procedures and practices. Recognizing the current situation faced by the Trust, the County urges formalization of accounting practices between the GCCOG and the Trust through an MOU.

Issue

The MOU’s Scope of Work is designed to operate as a short-term interim agreement. It will primarily address the immediate accounting needs of the Trust and the GCCOG. However, it is important to note that the forthcoming RFP will encompass a more comprehensive Scope of Work. The RFP will provide detailed descriptions of additional services required throughout the year, ensuring a comprehensive approach to accounting services.

Recommended Action

Approve MOU between the Gateway Cities Council of Governments and the Gateway Cities Affordable Housing Trust for accounting services.
MEMORANDUM OF UNDERSTANDING BETWEEN
THE GATEWAY CITIES COUNCIL OF
GOVERNMENTS AND THE GATEWAY CITIES
AFFORDABLE HOUSING TRUST FOR
ACCOUNTING SERVICES

This Memorandum of Understanding (MOU) is entered into on July 1, 2023, between the Gateway Cities Council of Governments ("GCCOG"), a joint powers agency, and the Gateway Cities Affordable Housing Trust (the "Trust"), a joint powers agency.

RECITALS

WHEREAS, the Trust requests that the GCCOG provide the Trust certain services as specified in this MOU; and

WHEREAS, GCCOG is willing and able to provide said services to the Trust and the Trust agrees to pay GCCOG for said services; and

WHEREAS, the GCCOG and the Trust desire to set forth certain policies, procedures, and provisions of such GCCOG services.

NOW, THEREFORE, GCCOG and the Trust agree as follows:

I. PURPOSE

This MOU, including Attachment A, outlines the understanding between GCCOG and the Trust related to the provision of certain services ("Services") by GCCOG to the Trust.

II. TERM

This MOU for Services provided by GCCOG to the Trust ("Parties" collectively) will commence on July 1, 2023. The MOU shall remain in full effect until termination as provided herein.

III. RECORDS

All records generated by or as a result of this MOU shall become and remain the property of the Trust.

IV. COMPENSATION FOR SERVICES

The GCCOG will provide the Trust with the Services at a cost described in Attachment A.
V. PAYMENT

The GCCOG will bill the Trust for services provided by the GCCOG by issuing an invoice. The Parties agree to act in good faith and to use their best efforts to resolve all questions regarding invoices and make payment within thirty (30) days of receipt of invoice.

VI. CHANGES, EXTRA WORK, AMENDMENTS

Neither Party shall make changes to this MOU without the other Party’s written consent. Such changes shall be incorporated into an amendment to be signed by both Parties before becoming effective. Such an amendment may be authorized by the GCCOG Executive Director or designee and the Trust if the changes are merely ministerial but will be subject to approval by the GCCOG Board and Trust Board of Directors if material changes are involved.

VII. TERMINATION

Except as provided herein or as may otherwise be provided by law, either Party may terminate this MOU or the provision of all or any of the Services under it by giving notice to the other Party in the manner specified in this Section. Written notice shall be given at least forty-five (45) days in advance of termination.

VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTING

Neither Party may delegate performance of its obligations hereunder, either in whole or in part, without the prior written consent of the other Party provided; however, that obligations undertaken by GCCOG pursuant to this MOU may be carried out by means of subcontracts which meet the requirements of this MOU as they relate to the Service or activity under subcontract subject to the written consent of the Trust which shall not be unreasonably withheld or delayed. No subcontract shall terminate or alter the responsibilities of either Party pursuant to this MOU.

IX. MUTUAL INDEMNIFICATION

Each Party (referred to herein in such capacity as Indemnitor) shall defend, indemnify, and hold the other Party, and its officers, board members, employees, representatives, and agents (as indemnitees) harmless, to the maximum extent permitted by law, from all claims, damages, expenses, or liabilities, including attorney fees and costs, that arise out of the performance by Indemnitor of its duties or obligations under this MOU, or the performance of Indemnitor’s officers, board members, employees, representatives, or agents under this MOU, or out of the negligence or willful misconduct of Indemnitor, or of Indemnitor’s officers, board members, employees, representatives, or agents, under this MOU.
X. INDEPENDENT CONTRACTOR

GCCOG shall perform this MOU as an independent contractor, exercising due care and shall provide the Services with such skill as is customarily employed by providers of such Services. GCCOG and the officers, agents and employees of GCCOG are not, and shall not be deemed, Trust employees for any purpose, including workers’ compensation and shall not be entitled to any of the benefits accorded to Trust employees, if any. GCCOG shall determine, at its own risk and expense, the method and manner by which the duties imposed on GCCOG in general by this MOU shall be performed. Trust shall not deduct or withhold any amounts whatsoever from the reimbursement paid to GCCOG, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. GCCOG alone shall be responsible for all such payments.

XI. NOTICES

Where required to be given under this MOU, notice shall be in writing and deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

GCCOG’s address: GCCOG
16401 Paramount Blvd
Paramount, CA 90723

Trust’s address: Gateway Cities Affordable Housing Trust
16401 Paramount Blvd
Paramount, CA 90723

XII. ENTIRE AGREEMENT

This MOU contains the entire and complete understanding of the Parties with respect to the provision of services as specified and defined in Attachment A of this MOU.

XIII. COMPLIANCE WITH LAW

Notwithstanding anything to the contrary contained in this MOU, the Parties agree that no provision of this MOU shall require any Party to violate any applicable statute, rule of law or regulation.

XIV. DISPUTE RESOLUTION

Whenever GCCOG and Trust disagree as to any matter governed by this MOU, the dispute resolution process set forth discussed in this Section shall govern. Until the dispute is resolved, GCCOG shall continue to provide the Services and Trust shall continue to make payment for the non-disputed portion of each invoice.
If after thirty (30) days, Trust and GCCOG cannot resolve any dispute, either Party may give the other Party a written request for a meeting between the Trust Manager and the GCCOG Executive Director for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) business days of the receipt of such request.

If after the meeting between the Trust Manager and the GCCOG Executive Director the dispute between the Parties is not resolved, the dispute shall be submitted to non-binding mediation in the City of Paramount, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall equally share the cost of mediation. If a dispute between the Parties regarding the interpretation or performance of this MOU is not resolved by non-binding mediation, either Party may bring legal action to interpret or enforce this MOU.

XV. CONFIDENTIAL INFORMATION

Each Party may disclose the other Party's Confidential Information on a "need to know" basis to its own employees that are working on a project, or its own employees who are involved in the Services under this MOU. Additionally, each Party may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons, subpoena, or request for public records; or (iii) enforce its rights under this MOU, provided that Party shall give advance written notification to the other Party that such disclosure is being made.

XVI. NEGOTIATED INSTRUMENT

This MOU was negotiated at arms-length between the Trust and GCCOG, and neither Party "prepared" this MOU for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

XVII. RESERVATION OF RIGHTS

Each party reserves all rights and remedies arising under other contracts, if any, and/or under the law, including, without limitation, obligations imposed by statute, and/or obligations arising by reason of the application of principles of equitable and/or promissory estoppel. Nothing in this MOU releases or relieves either party from any obligation otherwise imposed by contract and/or law.

XVIII. AUTHORIZED SIGNATURES

Both Parties to this agreement represent that the signatories executing this document are fully authorized to enter into this MOU.
-Signatures Follow on Next Page --
Gateway Cities Council of Governments

GCCOG Executive Director

APPROVED AS TO FORM GCCOG COUNSEL

By ________________________________
Dated: __________________________

Gateway Cities Affordable Housing Trust

Adam B. Eliason

Adam B. Eliason, Interim Trust Manager

APPROVED AS TO FORM TRUST COUNSEL

By ________________________________
Dated: __________________________
SCOPE OF SERVICES
ACCOUNTING

I. Claims and Disbursing Services
A. The GCCOG will serve as the Controller for the Trust, overseeing the auditing and payment of claims.
B. Timely submission of documentation by the Trust is essential, as any late fees or interest resulting from delays will be the responsibility of the Trust.
C. Normal vendor claims and Trust payments will be processed by GCCOG Accounting in accordance with their established procedures for accounting services.
D. Contracts requiring approval by the Board of Directors will be submitted by the Trust for their review and authorization.
E. The Interim Trust Manager will have the authority to approve items that would typically require GCCOG department head approval.

II. General Accounting Services
A. The GCCOG will establish and maintain separate accounting records for the Trust, ensuring accurate tracking of expenditures, encumbrances, revenues, and balance sheet accounts.
B. Accounting records will be maintained using the current GCCOG accounting system, policies, and procedures.
C. The GCCOG will handle the input and approval of financial transactions affecting the Trust's financial records in the accounting system.
D. Standard reports and online reports, consistent with those provided to the GCCOG, will be generated, and made available to the Trust.
E. The GCCOG will collaborate with Trust staff to facilitate banking relationships, manage cash flow, and oversee Trust investments.
F. Generally Accepted Accounting Principles (GAAP) and other accepted industry standards shall be applied in the performance of these accounting services.

III. Cost of Services
A. The estimated monthly cost for the accounting services
provided by GCCOG to the Trust will not exceed an amount already provided by grant administrative funding available to the GCCOG or the Trust.

B. The provided estimate is for reference purposes only, and actual costs incurred by GCCOG Accounting will be billed.

C. If projected or incurred costs exceed the estimates, the Trust will be notified in advance.

Note: This Scope of Services document outlines the agreed-upon accounting services to be provided by the GCCOG to the Trust. It is subject to any necessary adjustments or amendments as deemed appropriate during the course of the engagement.
OCPW16-000492 Attachment A

Final Audit Report

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