



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, September 15, 2020

Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours

AGENDA

MEETING PARTICIPATION NOTICE

This meeting will be conducted utilizing teleconference communications and will be recorded for live streaming as well as open to public attendance subject to social distancing and applicable health orders. All City of Beaumont public meetings will be available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access.

BeaumontCa.gov/Livestream

Public comments will be accepted using the following options.

1. Written comments will be accepted via email and will be read aloud during the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Comments can be submitted anytime prior to the meeting as well as during the meeting up until the end of the corresponding item. Please submit your comments to: **NicoleW@BeaumontCA.gov**
2. Phone-in comments will be accepted by joining a conference line prior to the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Please use the following phone number to join the call:
(951) 922 - 4845
3. In person comments subject to the adherence of the applicable health orders and social distancing requirements.

In compliance with the American Disabilities Act, if you require special assistance to participate in this meeting, please contact the City Clerk's office using the above email or call **(951) 572 - 3196**. Notification 48 hours prior to a meeting will ensure the best reasonable accommodation arrangements.

CLOSED SESSION - 5:00 PM

A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken prior to the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers.

CALL TO ORDER

Mayor Santos, Mayor Pro Tem Lara, Council Member Carroll, Council Member Martinez, Council Member White

Public Comments Regarding Closed Session

- 1. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association**
- 2. Public Employee Performance Evaluation Pursuant to Government Code Section 54957. Title: City Manager**
- 3. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6. Agency Designated Representatives Lloyd White and Mike Lara. Unrepresented Employee: City Manager**
- 4. Conference with Legal Counsel Regarding Existing Litigation-Pursuant to Government Code Section 54956.9(d)(1): Christian Lee. v. City of Beaumont., Case No. RIC 2003005**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

Mayor Santos, Mayor Pro Tem Lara, Council Member Carroll, Council Member Martinez, Council Member White

- Report out from Closed Session:
- Action on any Closed Session items:
- Action of any requests for Excused Absence:
- Pledge of Allegiance:
- Approval / Adjustments to the Agenda:
- Conflict of Interest Disclosure:

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items.

Approval of all Ordinances and Resolutions to be read by title only.

1. Ratification of Warrants

Recommended Action:

Ratification of Warrants dated:

June 4, 2020

June 11, 2020

June 18, 2020

June 25, 2020

2. Designation of Authorized Representatives for FEMA and Cal OES Disaster Assistance

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California Designating the City of Beaumont's Authorized Agent(s) for Non-State Agencies as Required by the California Office of Emergency Services."

3. Approval of Animal Control Field Services Contract - Morongo

Recommended Action:

Renew the contract for a one-year term effective November 20, 2020, with the option of automatic one (1) year renewals for up to two (2) years.

4. First Amendment to the Non-Exclusive Lease Agreement with the Boys & Girls Clubs of the San Gorgonio Pass to Lease the Albert A. Chatigny, Sr. Community Recreation Center Located at 1310 East Oak Valley Parkway

Recommended Action:

Approve the first amendment to the non-exclusive lease agreement with the Boys & Girls Clubs of the San Gorgonio Pass and authorize the City Manager to execute the amendment on behalf of the City of Beaumont.

5. Approve a Purchase Order for Site One Landscape Supply in an Amount Not-to-Exceed \$40,000

Recommended Action:

Approve a Purchase Order for Site One Landscape Supply in an amount not-to-exceed \$40,000 and allocated to General Ledger 100-6050-7070-0000.

6. Approval of Minutes

Recommended Action:

Approval of Minutes dated September 1, 2020.

PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only.

7. Public Hearing and First Reading to Consider Rules of Procedure for All Meetings of the City Council and Its Appointed Boards and Committees Amending the Current Rules of Procedure Established in Beaumont Municipal Code Section 2.04

Recommended Action:

Hold a Public Hearing, and

Waive the first full reading and approve by title only, "An Ordinance of the City of Beaumont Approving Amendments to the City of Beaumont Municipal Code Pertaining to Rules of Procedure."

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

8. Award of Contracts to Wood Maintenance Services, Inc; Clean Harbors Environmental Services, Inc.; and Environmental Logistics, for Homeless Encampment Cleanup Services on City-Owned Properties

Recommended Action:

Award a homeless encampment cleanup services contract to each of the following three vendors: (1) Woods Maintenance Services, Inc.; (2) Clean Harbors Environmental Services, Inc; and (3) Environmental Logistics and authorize the City Manager to execute the agreements on behalf of the City of Beaumont.

9. Award an Agreement for Maintenance Services to Turboscape, Inc. in an Amount Not-To-Exceed \$100,000 for City-wide Mulching

Recommended Action:

Award an Agreement for Maintenance Services for wood mulch installation to Turboscape, Inc. in an amount not-to-exceed \$100,000 and authorize the City Manager to execute the agreement on behalf of the City.

10. Fiscal Year 2020-21 Development Impact Mitigation Fee Program Adjustments Pursuant to Ordinances 1087, 1092, 1095 and Resolution 2017-23

Recommended Action:

Receive and file.

11. Adoption of the City of Beaumont Investment Policy

Recommended Action:

Review the policy, including any proposed revisions by the Finance and Audit Committee and adopt the investment policy.

12. Set Time, Date and Place for Special Workshop

Recommended Action:

Establish a time, date and place for a special workshop.

13. City Attorney Invoices for the Month of August 2020.

Recommended Action:

Approve invoices in the amount of \$107,381.65.

LEGISLATIVE UPDATES AND DISCUSSION

14. Townsend Update

COUNCIL REPORTS

- Carroll
- Lara
- Martinez
- Santos
- White

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

15. Status of Litigation

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURNMENT

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, October 6, 2020, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov



WARRANTS TO BE RATIFIED

Thursday, June 04, 2020

Printed Checks	105723-105774	\$	1,927,609.31	FY 19/20
ACH	296-298	\$	<u>1,037,815.03</u>	
	A/P Total	\$	<u>2,965,424.34</u>	

Bank Drafts	CalPERS	\$	45,666.33	742 Classic
		\$	43,961.87	743 Classic
		\$	16,835.05	27308 PEPRA
		\$	9,030.48	25763 PEPRA
		\$	187.88	27308 PEPRA
MG Trust		\$	23,562.19	457 Paydate 05/22/20
		\$	5,028.44	401-A Paydate 05/22/20
		\$	549.81	FICA Paydate 05/22/20
Guardian	\$	21,737.29	May-20	
Authnet Gateway	\$	331.90	Jun-20	
Merchant Bankcard	\$	9,986.84	Credit Card Fees	

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

SIGNATURE: 
 TITLE: CITY TREASURER

SIGNATURE: 
 TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Report

By Check Number

Date Range: 05/29/2020 - 06/04/2020

Item 1.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1036	ALBERT A. WEBB ASSOCIATES	06/03/2020	EFT	0.00	27,803.50	296
Bank Code: APBNK-AP Bank						
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
	Item Description					
<u>201396</u>	Invoice	06/04/2020	Engineering Services During Construction	0.00	8,745.00	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		8,745.00	
<u>201397</u>	Invoice	06/04/2020	Engineering Services During Const. - BRIN	0.00	5,383.75	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		5,383.75	
<u>201398</u>	Invoice	06/04/2020	Engineering Services During Construction	0.00	2,241.67	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		2,241.67	
<u>201398-2</u>	Invoice	06/04/2020	Engineering Services During Const. - BRIN	0.00	1,909.58	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		1,909.58	
<u>201431</u>	Invoice	06/04/2020	WQMP	0.00	955.50	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		955.50	
<u>201433</u>	Invoice	06/04/2020	TITLE 22 ENGINEER'S REPORT FOR WWTP	0.00	955.50	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		955.50	
<u>201454</u>	Invoice	06/03/2020	Eng. Feasibility Study for Recycle Water St	0.00	7,612.50	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		7,612.50	
2163	COUNTY OF RIVERSIDE FIRE DEPARTMENT	06/03/2020	EFT	0.00	1,006,268.61	297
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
	Item Description					
<u>233579</u>	Invoice	06/04/2020	FIRE SERVICES	0.00	1,006,268.61	
	<u>100-2100-7068-0000</u>		CONTRACTUAL SERVICES		1,006,268.61	
3229	ICMA - RC	06/03/2020	EFT	0.00	3,742.92	298
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
	Item Description					
<u>PD 05/22/20</u>	Invoice	06/04/2020	EMPLOYEE CONTRIBUTION	0.00	3,742.92	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		2,730.55	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		112.37	
	<u>100-1200-6026-0000</u>		DEFERRED COMP		900.00	
3849	AKEL ENGINEERING GROUP, INC	06/03/2020	Regular	0.00	37,042.57	105723
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
	Item Description					
<u>19553-04</u>	Invoice	06/04/2020	Development of Wastewater Master Plan	0.00	37,042.57	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		37,042.57	
1100	AUTOZONE	06/03/2020	Regular	0.00	43.10	105724
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
	Item Description					
<u>2882326390</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	43.10	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		43.10	
1005	A-Z BUS SALES, INC.	06/03/2020	Regular	0.00	639.73	105725
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
	Item Description					
<u>01P693267</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	86.84	
	<u>750-8100-7037-0000</u>		VEHICLE MAINTENANCE		86.84	
<u>01P695170</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	78.23	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		78.23	

Check Report

Date Range: 05/29/202

Item 1.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01P695171	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	474.66	
	750-8100-7037-0000		VEHICLE MAINTENANCE		474.66	

1147	BEAUMONT CHERRY VALLEY WATER DIST.	06/03/2020	Regular	0.00	30,001.40	105726
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06/24/20	Invoice	06/04/2020	WATER UTILITIES	0.00	30,001.40	
	100-3250-7010-0000	UTILITIES	WATER UTILITIES		2,559.64	
	100-3250-7010-007A	UTILITIES (IA 7A)	WATER UTILITIES		688.18	
	100-3250-7010-007B	UTILITIES (IA 7B)	WATER UTILITIES		97.15	
	100-3250-7010-008A	UTILITIES (IA 8A)	WATER UTILITIES		27.46	
	100-3250-7010-008B	UTILITIES (IA 8B)	WATER UTILITIES		183.71	
	100-3250-7010-010A	UTILITIES (IA 10)	WATER UTILITIES		298.37	
	100-3250-7010-012A	UTILITIES (IA 12)	WATER UTILITIES		118.08	
	100-3250-7010-014B	UTILITIES (IA 14B)	WATER UTILITIES		540.71	
	100-3250-7010-014X	UTILITIES (IA 14)	WATER UTILITIES		2,053.02	
	100-3250-7010-015X	UTILITIES (IA 15)	WATER UTILITIES		746.76	
	100-3250-7010-016X	UTILITIES (IA 16)	WATER UTILITIES		647.81	
	100-3250-7010-018X	UTILITIES (IA 18)	WATER UTILITIES		351.71	
	100-3250-7010-019A	UTILITIES (IA 19A)	WATER UTILITIES		691.91	
	100-3250-7010-019C	UTILITIES (IA 19C)	WATER UTILITIES		77.85	
	100-3250-7010-06A1	UTILITIES (IA 6A1)	WATER UTILITIES		2,234.84	
	100-6000-7010-6045	UTILITIES - COMMUNITY	WATER UTILITIES		383.30	
	100-6050-7010-0000	UTILITIES	WATER UTILITIES		674.52	
	100-6050-7010-003X	UTILITIES IA 3	WATER UTILITIES		1,766.88	
	100-6050-7010-007A	UTILITIES IA 7A	WATER UTILITIES		290.35	
	100-6050-7010-008A	UTILITIES IA 8A (SUNDAN	WATER UTILITIES		2,231.07	
	100-6050-7010-008C	UTILITIES IA 8C	WATER UTILITIES		27.46	
	100-6050-7010-008D	UTILITIES IA 8D	WATER UTILITIES		149.02	
	100-6050-7010-008E	UTILITIES IA 8E	WATER UTILITIES		74.51	
	100-6050-7010-014A	UTILITIES IA 14A (OAK VA	WATER UTILITIES		245.62	
	100-6050-7010-014B	UTILITIES IA 14B	WATER UTILITIES		721.39	
	100-6050-7010-017A	UTILITIES IA 17A (TOURN	WATER UTILITIES		1,114.17	
	100-6050-7010-018X	UTILITIES IA 18	WATER UTILITIES		27.46	
	100-6050-7010-019C	UTILITIES IA 19C	WATER UTILITIES		203.94	
	100-6050-7010-020X	UTILITIES IA 20	WATER UTILITIES		106.17	
	100-6050-7010-06A1	UTILITIES IA 6A1	WATER UTILITIES		177.36	
	100-6050-7010-1601	UTILITIES IA 1601	WATER UTILITIES		1,035.22	
	100-6050-7010-5050	UTILITIES, PARK (DEFORG	WATER UTILITIES		290.35	
	100-6050-7010-5200	UTILITIES, PARK (PALMER)	WATER UTILITIES		14.63	
	100-6050-7010-5250	UTILITIES, PARK (RANGAL	WATER UTILITIES		160.15	
	100-6050-7010-5350	UTILITIES, PARK (SHADO	WATER UTILITIES		27.46	
	100-6050-7010-5400	UTILITIES, PARK (SPORTS	WATER UTILITIES		3,616.91	
	100-6050-7010-5450	UTILITIES, PARK (STETSON	WATER UTILITIES		1,535.02	
	100-6050-7010-5500	UTILITIES, PARK (STEWAR	WATER UTILITIES		1,336.53	
	100-6050-7010-5600	UTILITIES, PARK (TREVINO	WATER UTILITIES		74.51	
	100-6050-7010-5650	UTILITIES, PARK (VETERA	WATER UTILITIES		33.53	
	100-6050-7010-5700	UTILITIES, PARK (WILD FL	WATER UTILITIES		383.21	
	700-4050-7010-0000	UTILITIES	WATER UTILITIES		1,898.90	
	700-4050-7010-019C	UTILITIES (IA 19C)	WATER UTILITIES		18.91	
	750-7300-7010-0000	UTILITIES	WATER UTILITIES		65.65	

1127	BEAUMONT DO IT BEST HOME CENTER	06/03/2020	Regular	0.00	678.06	105727
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
486715	Invoice	06/04/2020	DEPT SUPPLIES	0.00	104.04	
	750-7700-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		104.04	
486918	Invoice	06/04/2020	DEPT SUPPLIES	0.00	14.82	
	750-7700-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		14.82	
487032	Invoice	06/04/2020	DEPT SUPPLIES	0.00	369.29	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-7700-7070-0000		SPECIAL DEPT SUPPLIES		369.29	
487300	Invoice	06/04/2020	DEPT SUPPLIES	0.00	27.87	
	750-7700-7070-0000		SPECIAL DEPT SUPPLIES		27.87	
487468	Invoice	06/04/2020	DEPT SUPPLIES	0.00	35.98	
	750-7700-7070-0000		SPECIAL DEPT SUPPLIES		35.98	
487644	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	126.06	
	750-7400-7037-0000		VEHICLE MAINTENANCE		126.06	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	06/03/2020	Regular	0.00	5,150.00	105728
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
PD 05/08/20-05/	Invoice	06/04/2020	POLICE DUES	0.00	5,150.00	
	100-0000-2035-0000		C.O.P.S. DUES		5,150.00	
1136	BEAUMONT POWER EQUIPMENT	06/03/2020	Regular	0.00	159.37	105729
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
3981	Invoice	06/04/2020	EQUIPMENT MAINTENANCE	0.00	60.30	
	750-7300-7090-0000		EQUIPMENT SUPPLIES/M		60.30	
4067	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	64.61	
	750-7300-7037-0000		VEHICLE MAINTENANCE		64.61	
4073	Invoice	06/04/2020	EQUIPMENT MAINTENANCE	0.00	34.46	
	750-7300-7090-0000		EQUIPMENT SUPPLIES/M		34.46	
1140	BEAUMONT SAFE & LOCK	06/03/2020	Regular	0.00	19.29	105730
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
73031	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	19.29	
	100-6050-7037-0000		VEHICLE MAINTENANCE		19.29	
3602	BURRTEC WASTE GROUP, INC	06/03/2020	Regular	0.00	39,722.43	105731
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
05042020-2	Invoice	06/04/2020	SLUDGE HAULING SERVICES	0.00	39,722.43	
	700-4050-7068-0000		CONTRACTUAL SERVICES		39,722.43	
1242	CED	06/03/2020	Regular	0.00	314.63	105732
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
0954-478544	Invoice	06/04/2020	BUILDING MAINTENANCE	0.00	43.10	
	100-6000-7085-6055		BLDG MAINT- FIRE STATIO		43.10	
0954-478581	Invoice	06/04/2020	BUILDING MAINTENANCE	0.00	271.53	
	100-6000-7085-6040		BLDG MAINT - POLICE DE		271.53	
1265	CHRIS' PLUMBING	06/03/2020	Regular	0.00	3,925.00	105733
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
6060	Invoice	06/04/2020	Replace commercial water heater & toilet	0.00	3,925.00	
	100-6000-7085-6032		BLDG MAINT- CITY HALL B		3,925.00	
1310	COLONIAL LIFE	06/03/2020	Regular	0.00	544.86	105734
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
CD 05/08/20-05/	Invoice	06/04/2020	EMPLOYEE INSURANCE	0.00	544.86	
	100-0000-2051-0000		COLONIAL INS-WITHHOL		544.86	
1501	FAIRVIEW FORD	06/03/2020	Regular	0.00	245.57	105735

Check Report

Date Range: 05/29/2020 Item 1. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
698130	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	245.57	
	750-7600-7037-0000		VEHICLE MAINTENANCE		245.57	
1533	FRONTIER COMMUNICATIONS	06/03/2020	Regular	0.00	310.73	105736
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
951-769-8537-03	Invoice	06/04/2020	PHONE UTILITY	0.00	109.28	
	100-1230-7015-6060		TELEPHONE (4th ST YARD)		109.28	
951-769-8538-06	Invoice	06/04/2020	PHONE UTILITY	0.00	77.24	
	100-1230-7015-6048		TELEPHONE (POOL)		77.24	
951-922-6646-04	Invoice	06/04/2020	PHONE UTILITY	0.00	124.21	
	700-4050-7015-0000		TELEPHONE		124.21	
1554	GALLADE CHEMICAL, INC.	06/03/2020	Regular	0.00	1,370.25	105737
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1098831	Invoice	06/04/2020	CHEMICALS FOR WWTP	0.00	1,370.25	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		164.45	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		1,205.80	
3906	GUY THOMAS	06/03/2020	Regular	0.00	500.00	105738
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
922981	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	500.00	
	700-4050-7037-0000		VEHICLE MAINTENANCE		500.00	
3795	GV CONSTRUCTION, INC	06/03/2020	Regular	0.00	5,000.00	105739
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1019	Invoice	06/04/2020	PROFESSIONAL SERVICES	0.00	5,000.00	
	100-1150-7068-0000		CONTRACTUAL SERVICES		5,000.00	
1773	KAISER FOUNDATION HEALTH PLAN	06/03/2020	Regular	0.00	154,958.12	105740

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>JUNE 2020</u>	Invoice	06/04/2020	HEALTH INSURANCE	0.00	154,958.12	
	<u>100-1200-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		6,700.86	
	<u>100-1225-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		5,384.65	
	<u>100-1230-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		3,111.14	
	<u>100-1240-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		1,794.86	
	<u>100-1350-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		3,111.14	
	<u>100-1550-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		1,974.42	
	<u>100-2000-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		3,589.72	
	<u>100-2030-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		1,914.59	
	<u>100-2050-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		46,786.43	
	<u>100-2090-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		10,888.96	
	<u>100-2150-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		5,504.38	
	<u>100-3100-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		15,555.50	
	<u>100-3250-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		8,376.06	
	<u>100-6050-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		17,829.21	
	<u>700-4050-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		2,991.48	
	<u>750-7000-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		5,444.48	
	<u>750-7100-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		1,794.93	
	<u>750-7300-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		5,504.31	
	<u>750-7400-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		598.31	
	<u>750-7600-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		1,316.28	
	<u>750-7700-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		2,393.17	
	<u>750-7800-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		1,196.62	
	<u>750-7900-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		1,196.62	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	06/03/2020	Regular	0.00	225.08	105741
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>35560900</u>	Invoice	06/04/2020	EQUIPMENT MAINTENANCE	0.00	123.92	
	<u>100-1230-7090-6026</u>	EQUIP SUPPLIES/MAINT (	EQUIPMENT MAINTENANCE		123.92	
<u>9006801138</u>	Invoice	06/04/2020	EQUIPMENT MAINTENANCE	0.00	101.16	
	<u>100-1230-7090-6045</u>	EQUIP SUPPLIES/MAINT (	EQUIPMENT MAINTENANCE		101.16	
1842	LEAGUE OF CALIFORNIA CITIES	06/03/2020	Regular	0.00	40.00	105742
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2490</u>	Invoice	06/04/2020	RIVERSIDE COUNTY DIVISION MEETING	0.00	40.00	
	<u>100-1050-7035-0000</u>	LOCAL MEETINGS	RIVERSIDE COUNTY DIVISION M		40.00	
1857	LIEBERT CASSIDY WHITMORE	06/03/2020	Regular	0.00	6,438.00	105743
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1497245</u>	Invoice	06/04/2020	POA NEGOTIATIONS 2020	0.00	6,438.00	
	<u>100-1300-7068-0008</u>	CONTRACTUAL SERVICES	POA NEGOTIATIONS 2020		6,438.00	
1901	MANNING & KASS, ELLROD, RAMIREZ	06/03/2020	Regular	0.00	806.50	105744
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>671791</u>	Invoice	06/04/2020	LEGAL SERVICES	0.00	806.50	
	<u>100-1300-7068-0008</u>	CONTRACTUAL SERVICES	LEGAL SERVICES		806.50	
1926	MATCH CORPORATION	06/03/2020	Regular	0.00	1,399,792.79	105745
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>042020007A</u>	Invoice	06/04/2020	2018-004 BEAUMONT AVE RECONSTRUCT	0.00	1,372,231.86	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	2018-004 BEAUMONT AVE REC		1,372,231.86	
<u>042020007D</u>	Invoice	06/04/2020	2019-002 ANNUAL CITYWIDE STREET REH	0.00	27,560.93	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	500-0000-8990-0000	CAPITAL OUTLAY	2019-002 ANNUAL CITYWIDE ST		27,560.93	
3969	MSA SAFETY SALES, LLC	06/03/2020	Regular	0.00	1,206.75	105746
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>961041799</u>	Invoice	06/04/2020	Purchase of Gas Masks and Canisters	0.00	804.50	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		804.50	
<u>961043985</u>	Invoice	06/04/2020	Purchase of Gas Masks and Canisters	0.00	402.25	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		402.25	
3024	MUNICIPAL CODE CORPORATION	06/03/2020	Regular	0.00	1,500.00	105747
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>00342311</u>	Invoice	06/04/2020	PROFESSIONAL SERVICES	0.00	1,500.00	
	<u>100-1150-7068-0000</u>		CONTRACTUAL SERVICES		1,500.00	
3186	MWH CONSTRUCTORS INC	06/03/2020	Regular	0.00	197,419.69	105748
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>16-81255-31-16</u>	Invoice	06/04/2020	BRINE LINE INSTALLATION CONSTRUCTIO	0.00	4,970.00	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		4,970.00	
<u>20-30504503-14</u>	Invoice	06/04/2020	CONSTRUCTION MANAGEMENT FOR WW	0.00	103,997.72	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		103,997.72	
<u>20-30505107-14</u>	Invoice	06/04/2020	BRINE LINE INSTALLATION CONSTRUCTIO	0.00	88,451.97	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		88,451.97	
1980	MYERS TIRE SUPPLY	06/03/2020	Regular	0.00	602.55	105749
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>51418033</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	602.55	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		602.55	
1984	NAPA AUTO PARTS	06/03/2020	Regular	0.00	592.57	105750
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>121508</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	17.76	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		17.76	
<u>121528</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	7.53	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		7.53	
<u>121564</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	17.23	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		17.23	
<u>121781</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	5.38	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		5.38	
<u>121806</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	285.52	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		285.52	
<u>121823</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	39.32	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		39.32	
<u>121833</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	67.98	
	<u>750-7700-7037-0000</u>		VEHICLE MAINTENANCE		67.98	
<u>121957</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	9.15	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		9.15	
<u>121992</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	4.29	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		4.29	
<u>122088</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	162.15	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		162.15	
<u>122157</u>	Invoice	06/04/2020	EQUIPMENT MAINTENANCE	0.00	26.45	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		26.45	
<u>122181</u>	Credit Memo	06/04/2020	VEHICLE MAINTENANCE	0.00	-19.40	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-19.40	
<u>122379</u>	Credit Memo	06/04/2020	VEHICLE MAINTENANCE	0.00	-162.15	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-162.15	
<u>122380</u>	Credit Memo	06/04/2020	VEHICLE MAINTENANCE	0.00	-16.81	
	<u>750-7700-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-16.81	
<u>122401</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	11.83	
	<u>750-8100-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		11.83	
<u>122895</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	118.57	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		118.57	
<u>123185</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	17.77	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		17.77	
2009	**Void**	06/03/2020	Regular	0.00	0.00	105751
	O'REILLY AUTO PARTS	06/03/2020	Regular	0.00	1,099.90	105752
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2678-260759</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	9.15	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		9.15	
<u>2678-262456</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	700.36	
	<u>760-0000-8044-0000</u>	BUS LIFT/JACKSTAND/TO	VEHICLE MAINTENANCE		700.36	
<u>2678-262981</u>	Invoice	06/04/2020	EQUIPMENT MAINTENANCE	0.00	13.53	
	<u>100-6050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		13.53	
<u>2678-264444</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	12.00	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		12.00	
<u>2678-264451</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	36.72	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		36.72	
<u>2678-264552</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	92.60	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		92.60	
<u>2678-264652</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	279.54	
	<u>750-7900-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		279.54	
<u>2678-264694</u>	Credit Memo	06/04/2020	VEHICLE MAINTENANCE	0.00	-44.00	
	<u>750-7900-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-44.00	
2022	ORRICK, HERRINGTON & SUTCLIFFE LLP	06/03/2020	Regular	0.00	759.60	105753
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1870588</u>	Invoice	06/04/2020	LEGAL SERVICES	0.00	759.60	
	<u>100-1300-7068-0008</u>	CONTRACTUAL SERVICES	LEGAL SERVICES		759.60	
2026	PACIFIC ALARM SERVICE	06/03/2020	Regular	0.00	988.35	105754
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>R 155824</u>	Invoice	06/04/2020	SECURITY SERVICES	0.00	60.25	
	<u>100-6000-7087-6026</u>	SECURITY- CITY HALL BLD	SECURITY SERVICES		60.25	
<u>R 155825</u>	Invoice	06/04/2020	SECURITY SERVICES	0.00	179.55	
	<u>700-4050-7087-007A</u>	SECURITY SERVICES	SECURITY SERVICES		179.55	
<u>R 155826</u>	Invoice	06/04/2020	SECURITY SERVICES	0.00	163.50	
	<u>700-4050-7087-005X</u>	SECURITY SERVICES	SECURITY SERVICES		163.50	
<u>R 155827</u>	Invoice	06/04/2020	SECURITY SERVICES	0.00	113.25	
	<u>100-6000-7087-6040</u>	SECURITY - POLICE DEPT	SECURITY SERVICES		113.25	
<u>R 155828</u>	Invoice	06/04/2020	SECURITY SERVICES	0.00	58.25	
	<u>100-6000-7087-6040</u>	SECURITY - POLICE DEPT	SECURITY SERVICES		58.25	
<u>R 155831</u>	Invoice	06/04/2020	SECURITY SERVICES	0.00	138.00	

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	<u>700-4050-7087-005X</u>		SECURITY SERVICES		138.00	
R 156048	Invoice	06/04/2020	SECURITY SERVICES	0.00	158.40	
	<u>100-6000-7087-6025</u>		SECURITY - CITY HALL		158.40	
R 156050	Invoice	06/04/2020	SECURITY SERVICES	0.00	61.50	
	<u>750-7300-7087-0000</u>		SECURITY SERVICES		61.50	
R 156051	Invoice	06/04/2020	SECURITY SERVICES	0.00	55.65	
	<u>750-7000-7087-0000</u>		SECURITY SERVICES		55.65	
2039	PARKHOUSE TIRE, INC.	06/03/2020	Regular	0.00	1,446.17	105755
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2030189202</u>	Invoice	06/04/2020	SECURITY SERVICES	0.00	1,071.57	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		1,071.57	
<u>2030189349</u>	Invoice	06/04/2020	SECURITY SERVICES	0.00	124.87	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		124.87	
<u>2030189350</u>	Invoice	06/04/2020	SECURITY SERVICES	0.00	249.73	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		249.73	
2051	PAYCHEX HUMAN RESOURCES SERVICES	06/03/2020	Regular	0.00	700.00	105756
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>9949708 05/30/2</u>	Invoice	06/04/2020	TIMECLOCK CHARGES	0.00	700.00	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES		23.36	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES		350.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		70.00	
	<u>750-7000-7068-0000</u>		CONTRACTUAL SERVICES		11.68	
	<u>750-7100-7068-0000</u>		CONTRACTUAL SERVICES		5.84	
	<u>750-7300-7068-0000</u>		CONTRACTUAL SERVICES		140.00	
	<u>750-7400-7068-0000</u>		CONTRACTUAL EXPENSES		23.20	
	<u>750-7600-7068-0000</u>		CONTRACTUAL SERVICES		11.68	
	<u>750-7700-7068-0000</u>		CONTRACTUAL SERVICES		11.68	
	<u>750-7800-7068-0000</u>		CONTRACTUAL SERVICES		11.68	
	<u>750-7900-7068-0000</u>		CONTRACTUAL SERVICES		11.68	
	<u>750-8000-7068-0000</u>		CONTRACTUAL SERVICES		5.84	
	<u>750-8100-7068-0000</u>		CONTRACTUAL SERVICES		17.52	
	<u>750-8200-7068-0000</u>		CONTRACTUAL SERVICES		5.84	
3642	PLACEWORKS, INC	06/03/2020	Regular	0.00	107.50	105757
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>70418</u>	Invoice	06/04/2020	ENV2019-0009	0.00	107.50	
	<u>100-1350-7068-0000</u>		CONTRACTUAL SERVICES		107.50	
3907	POLICY CONFLUENCE, INC	06/03/2020	Regular	0.00	5,715.00	105758
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>A9894F26-0001</u>	Invoice	06/04/2020	NATIONAL COMMUNITY SURVEY	0.00	5,715.00	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		5,715.00	
3652	PRUDENTIAL OVERALL SUPPLY	06/03/2020	Regular	0.00	463.54	105759
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>22992575</u>	Invoice	06/04/2020	Prudential Uniforms	0.00	144.57	
	<u>750-7100-7065-0000</u>		UNIFORMS		17.57	
	<u>750-7400-7065-0000</u>		UNIFORMS		34.50	
	<u>750-7600-7065-0000</u>		UNIFORMS		29.13	
	<u>750-7700-7065-0000</u>		UNIFORMS		20.75	
	<u>750-7800-7065-0000</u>		UNIFORMS		20.75	
	<u>750-7900-7065-0000</u>		UNIFORMS		21.87	

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<u>22992597</u>	Invoice <u>750-7300-7065-0000</u>	06/04/2020	Prudential Uniforms UNIFORMS	0.00	54.20 54.20	
<u>22992600</u>	Invoice <u>700-4050-7065-0000</u>	06/04/2020	Prudential Uniforms UNIFORMS	0.00	50.67 50.67	
<u>22992620</u>	Invoice <u>100-6050-7065-0000</u>	06/04/2020	Prudential Uniforms UNIFORMS	0.00	99.44 99.44	
<u>CV077</u>	Invoice <u>750-7100-7065-0000</u> <u>750-7400-7065-0000</u> <u>750-7600-7065-0000</u> <u>750-7700-7065-0000</u> <u>750-7800-7065-0000</u> <u>750-7900-7065-0000</u>	06/04/2020	Prudential Uniforms UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS	0.00	114.66 19.11 19.11 19.11 19.11 19.11	
2988	RHONDA KEYSER	06/03/2020	Regular	0.00	1,525.84	105760
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>06/05/20</u>	Invoice <u>100-0000-2105-0000</u>	06/04/2020	SPOUSAL SUPPORT PAYROLL SUSPENSE	0.00	1,525.84 1,525.84	
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	06/03/2020	Regular	0.00	121.95	105761
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>7327173</u>	Invoice <u>100-6000-7070-6040</u>	06/04/2020	DEPT SUPPLIES SPEC DEPT EXP- POLICE D	0.00	14.00 14.00	
<u>7327474</u>	Invoice <u>100-6050-7070-008E</u>	06/04/2020	DEPT SUPPLIES SPEC DEPT EXP - IA 8E	0.00	29.80 29.80	
<u>7343693</u>	Invoice <u>100-6050-7070-0000</u>	06/04/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	21.07 21.07	
<u>7347423</u>	Invoice <u>100-6050-7070-5200</u>	06/04/2020	DEPT SUPPLIES SPEC DEPT EXP - PALMER	0.00	26.27 26.27	
<u>7347425</u>	Invoice <u>100-6050-7070-5200</u>	06/04/2020	DEPT SUPPLIES SPEC DEPT EXP - PALMER	0.00	30.81 30.81	
2309	SOUTH COAST AQMD	06/03/2020	Regular	0.00	412.89	105762
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>3636613</u>	Invoice <u>700-4050-7022-0000</u>	06/04/2020	HOT SPOTS PROGRAM FEE INVOICE LICENSE, PERMITS, FEES	0.00	137.63 137.63	
<u>3637174</u>	Invoice <u>100-6000-7022-6025</u>	06/04/2020	HOT SPOTS PROGRAM FEE INVOICE LICENSE, PERMITS, FEES -	0.00	137.63 137.63	
<u>3642955</u>	Invoice <u>100-6000-7022-6045</u>	06/04/2020	HOT SPOTS PROGRAM FEE LICENSE, PERMITS, FEES -	0.00	137.63 137.63	
2311	SOUTHERN CALIFORNIA EDISON	06/03/2020	Regular	0.00	9,018.28	105763

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Date Range: 05/29/202

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06/04/20	Invoice	06/04/2020	ELECTRIC UTILITY	0.00	9,018.28	
	100-3250-7010-0000	UTILITIES	ELECTRIC UTILITY		2,059.97	
	100-3250-7010-004X	UTILITIES (IA 4)	ELECTRIC UTILITY		184.03	
	100-3250-7010-007A	UTILITIES (IA 7A)	ELECTRIC UTILITY		104.66	
	100-3250-7010-007D	UTILITIES (IA 7D)	ELECTRIC UTILITY		88.72	
	100-3250-7010-008A	UTILITIES (IA 8A)	ELECTRIC UTILITY		382.29	
	100-3250-7010-008B	UTILITIES (IA 8B)	ELECTRIC UTILITY		77.29	
	100-3250-7010-008C	UTILITIES (IA 8C)	ELECTRIC UTILITY		181.77	
	100-3250-7010-008D	UTILITIES (IA 8D)	ELECTRIC UTILITY		19.25	
	100-3250-7010-010A	UTILITIES (IA 10)	ELECTRIC UTILITY		38.44	
	100-3250-7010-012A	UTILITIES (IA 12)	ELECTRIC UTILITY		77.61	
	100-3250-7010-014A	UTILITIES (IA 14A)	ELECTRIC UTILITY		103.79	
	100-3250-7010-014X	UTILITIES (IA 14)	ELECTRIC UTILITY		82.39	
	100-3250-7010-018X	UTILITIES (IA 18)	ELECTRIC UTILITY		54.73	
	100-3250-7010-019A	UTILITIES (IA 19A)	ELECTRIC UTILITY		157.49	
	100-3250-7010-019C	UTILITIES (IA 19C)	ELECTRIC UTILITY		184.78	
	100-3250-7010-06A1	UTILITIES (IA 6A1)	ELECTRIC UTILITY		308.33	
	100-6050-7010-0000	UTILITIES	ELECTRIC UTILITY		230.88	
	100-6050-7010-002X	UTILITIES IA 2	ELECTRIC UTILITY		138.28	
	100-6050-7010-005X	UTILITIES IA 5	ELECTRIC UTILITY		3,966.38	
	100-6050-7010-007A	UTILITIES IA 7A	ELECTRIC UTILITY		12.37	
	100-6050-7010-008C	UTILITIES IA 8C	ELECTRIC UTILITY		14.62	
	100-6050-7010-008E	UTILITIES IA 8E	ELECTRIC UTILITY		12.09	
	100-6050-7010-014X	UTILITIES IA 14	ELECTRIC UTILITY		12.99	
	100-6050-7010-06A1	UTILITIES IA 6A1	ELECTRIC UTILITY		23.12	
	100-6050-7010-5400	UTILITIES, PARK (SPORTS	ELECTRIC UTILITY		439.61	
	100-6050-7010-5500	UTILITIES, PARK (STEWAR	ELECTRIC UTILITY		62.40	
2416	THE PRESS-ENTERPRISE	06/03/2020	Regular	0.00	141.60	105764
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0011384488	Invoice	06/04/2020	ADVERTISING	0.00	141.60	
	100-1150-7020-0000	ADVERTISING	ADVERTISING		141.60	
2430	TIME WARNER CABLE	06/03/2020	Regular	0.00	196.04	105765
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0013594052020	Invoice	06/04/2020	PHONE UTILITY	0.00	149.06	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY		149.06	
0014188052020	Invoice	06/04/2020	PHONE UTILITY	0.00	46.98	
	100-1230-7015-6055	TELEPHONE (MAPLE AVE)	PHONE UTILITY		46.98	
2442	TOP-LINE INDUSTRIAL SUPPLY	06/03/2020	Regular	0.00	89.50	105766
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
424251	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	12.07	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		12.07	
424518	Invoice	06/04/2020	DEPARTMENT SUPPLIES	0.00	77.43	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPARTMENT SUPPLIES		77.43	
2873	TPX COMMUNICATIONS	06/03/2020	Regular	0.00	448.79	105767
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
130021158-0	Invoice	06/04/2020	PHONE UTILITY	0.00	448.79	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY		448.79	
2455	TURBOSCAPE, INC.	06/03/2020	Regular	0.00	4,186.00	105768

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Date Range: 05/29/2020 Item 1. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10322</u>	Invoice	06/04/2020	brown woodchip for Palmer park planters	0.00	4,186.00	
	<u>100-6050-7070-5200</u>	SPEC DEPT EXP - PALMER	brown woodchip for Palmer par	4,186.00		
2469	UNITED TRANSMISSION EXCHANGE	06/03/2020	Regular	0.00	21.98	105769
<u>0131948</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	21.98	
	<u>750-7900-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	21.98		
3422	WAXIE SANITARY SUPPLY	06/03/2020	Regular	0.00	526.09	105770
<u>79021687</u>	Invoice	06/04/2020	BUILDING SUPPLIES	0.00	526.09	
	<u>100-6000-7085-6032</u>	BLDG MAINT- CITY HALL B	BUILDING SUPPLIES	52.61		
	<u>100-6000-7085-6040</u>	BLDG MAINT - POLICE DE	BUILDING SUPPLIES	420.87		
	<u>100-6000-7085-6041</u>	BLDG MAINT - POLICE AN	BUILDING SUPPLIES	52.61		
2536	WELDORS SUPPLY AND STEEL CO	06/03/2020	Regular	0.00	63.69	105771
<u>15721</u>	Invoice	06/04/2020	VEHICLE MAINTENANCE	0.00	63.69	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	63.69		
3908	WEST COAST ARBORISTS, INC	06/03/2020	Regular	0.00	804.00	105772
<u>158632</u>	Invoice	06/04/2020	PROFESSIONAL SERVICES	0.00	804.00	
	<u>100-6050-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	804.00		
2946	Z & K CONSULTANTS, INC.	06/03/2020	Regular	0.00	9,500.00	105773
<u>726</u>	Invoice	06/04/2020	PROFESSIONAL ENGINEERING SERVICES	0.00	9,500.00	
	<u>710-0000-7068-0000</u>	CONTRACTUAL SERVICE	PROFESSIONAL ENGINEERING S	9,500.00		
3675	ZENITH AMERICAN SOLUTIONS	06/03/2020	Regular	0.00	23.56	105774
<u>PD 05/08/20-05/</u>	Invoice	06/04/2020	EMPLOYEE OPTIONAL INSURANCE	0.00	23.56	
	<u>100-0000-2085-0000</u>	ZENITH WITHHOLDING	EMPLOYEE OPTIONAL INSURAN	23.56		

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	113	51	0.00	1,927,609.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	9	3	0.00	1,037,815.03
	122	55	0.00	2,965,424.34

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	113	51	0.00	1,927,609.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	9	3	0.00	1,037,815.03
	122	55	0.00	2,965,424.34

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2020	2,965,424.34
			2,965,424.34



WARRANTS TO BE RATIFIED


Thursday, June 11, 2020

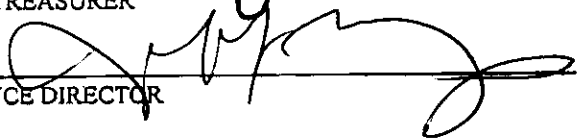
Printed Checks	105775-105869	\$	181,482.60	FY 19/20
ACH	299-301	\$	102,825.40	
	A/P Total	\$	<u>284,308.00</u>	

Bank Drafts	Return Settlement	\$	8,340.89	Returned Utility Payments from Draft
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Payroll	Paychex	\$	500,173.46	Paydate 06/05/20
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I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

SIGNATURE: 
 TITLE: CITY TREASURER

SIGNATURE: 
 TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Report

By Check Number

Date Range: 06/05/2020 - 06/10/2020

Item 1.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	06/10/2020	EFT	0.00	3,934.38	299
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 06/05/20	Invoice	06/11/2020	EMPLOYEE CONTRIBUTIONS	0.00	3,934.38	
	100-0000-2075-0000		DEFERRED COMPENSATI		2,922.01	
	100-0000-2075-0000		DEFERRED COMPENSATI		112.37	
	100-1200-6026-0000		DEFERRED COMP		900.00	
2264	SEIU	06/10/2020	EFT	0.00	3,523.87	300
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 05/22/20 06/	Invoice	06/11/2020	EMPLOYEE DUES	0.00	3,523.87	
	100-0000-2061-0000		P.E.R.C. DUES & INS		3,523.87	
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	06/10/2020	EFT	0.00	95,367.15	301
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
57837	Invoice	06/11/2020	LEGAL SERVICES	0.00	6,013.50	
	215-0000-7036-0000		GRANT SPECIFIC COSTS		6,013.50	
57839	Invoice	06/11/2020	LEGAL SERVICES	0.00	1,815.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		1,815.00	
57840	Invoice	06/11/2020	LEGAL SERVICES	0.00	742.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES		742.50	
57841	Invoice	06/11/2020	LEGAL SERVICES	0.00	1,540.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		1,540.00	
57842	Invoice	06/11/2020	LEGAL SERVICES	0.00	11,940.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES		11,940.50	
57843	Invoice	06/11/2020	LEGAL SERVICES	0.00	687.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES		687.50	
57844	Invoice	06/11/2020	LEGAL SERVICES	0.00	412.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES		412.50	
57845	Invoice	06/11/2020	LEGAL SERVICES	0.00	19,467.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		19,467.00	
57846	Invoice	06/11/2020	LEGAL SERVICES	0.00	1,292.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES		1,292.50	
57847	Invoice	06/11/2020	LEGAL SERVICES	0.00	715.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		715.00	
57848	Invoice	06/11/2020	LEGAL SERVICES	0.00	9,383.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		9,383.00	
57849	Invoice	06/11/2020	LEGAL SERVICES	0.00	8,000.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		8,000.00	
57850	Invoice	06/11/2020	LEGAL SERVICES	0.00	11,075.35	
	100-1300-7068-000B		CONTRACTUAL SERVICES		11,075.35	
57851	Invoice	06/11/2020	LEGAL SERVICES	0.00	302.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES		302.50	
57852	Invoice	06/11/2020	LEGAL SERVICES	0.00	137.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES		137.50	
57853	Invoice	06/11/2020	LEGAL SERVICES	0.00	2,965.10	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1300-7068-000B		CONTRACTUAL SERVICES		2,965.10	
57854	Invoice	06/11/2020	LEGAL SERVICES	0.00	192.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES		192.50	
57855	Invoice	06/11/2020	LEGAL SERVICES	0.00	1,935.90	
	100-1300-7068-000B		CONTRACTUAL SERVICES		1,935.90	
57856	Invoice	06/11/2020	LEGAL SERVICES	0.00	9,249.30	
	100-1300-7068-000B		CONTRACTUAL SERVICES		9,249.30	
57857	Invoice	06/11/2020	LEGAL SERVICES	0.00	7,500.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		7,500.00	
4056	AMANDA QUEEN	06/10/2020	Regular	0.00	105.00	105775
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
RCT 973203 & 96	Invoice	06/10/2020	DAYCAMP REFUND	0.00	105.00	
	100-0000-4575-0000		DAY CAMP PROGRAM		105.00	
1050	AMAZON CAPITAL SERVICES	06/10/2020	Regular	0.00	620.33	105776
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
1V1J-XCP7-3R6Y	Invoice	06/11/2020	EQUIPMENT SUPPLIES	0.00	620.33	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		620.33	
4058	AMBER ADAMS	06/10/2020	Regular	0.00	60.00	105777
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
RCT 974398	Invoice	06/10/2020	DAYCAMP REFUND	0.00	60.00	
	100-0000-4575-0000		DAY CAMP PROGRAM		60.00	
4059	ARNULFO HERNANDEZ	06/10/2020	Regular	0.00	30.00	105778
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
RCT 973119	Invoice	06/10/2020	DAYCAMP REFUND	0.00	30.00	
	100-0000-4575-0000		DAY CAMP PROGRAM		30.00	
4060	ASHLEY WILSON	06/10/2020	Regular	0.00	135.00	105779
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
RCT 969582 & 97	Invoice	06/10/2020	DAYCAMP REFUND	0.00	135.00	
	100-0000-4575-0000		DAY CAMP PROGRAM		135.00	
1100	AUTOZONE	06/10/2020	Regular	0.00	57.10	105780
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
2882326361	Invoice	06/11/2020	VEHICLE MAINTENANCE	0.00	57.10	
	100-2050-7037-0000		VEHICLE MAINTENANCE		57.10	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	06/10/2020	Regular	0.00	220.00	105781
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
046156-001 06/2	Invoice	06/11/2020	WATER UTILITY	0.00	220.00	
	700-4050-7010-0000		UTILITIES		220.00	
1136	BEAUMONT POWER EQUIPMENT	06/10/2020	Regular	0.00	96.94	105782
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
4019	Invoice	06/11/2020	EQUIPMENT MAINTENANCE	0.00	23.69	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		23.69	
4121	Invoice	06/11/2020	EQUIPMENT MAINTENANCE	0.00	73.25	

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Date Range: 06/05/2020 Item 1. 020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		73.25	
1140	BEAUMONT SAFE & LOCK	06/10/2020	Regular	0.00	97.24	105783
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>72617</u>	Invoice	06/11/2020	EQUIPMENT MAINTENANCE	0.00	73.00	
	<u>100-6050-7090-5400</u>		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE		73.00	
<u>73085</u>	Invoice	06/11/2020	BUILDING MAINTENANCE	0.00	24.24	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI BUILDING MAINTENANCE		24.24	
1158	BIBIANA GUTIERREZ	06/10/2020	Regular	0.00	30.00	105784
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 971762</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM DAYCAMP REFUND		30.00	
1160	BIG TIME DESIGN	06/10/2020	Regular	0.00	134.69	105785
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4613</u>	Invoice	06/11/2020	EMPLOYEE UNIFORMS	0.00	134.69	
	<u>100-3250-7065-0000</u>		UNIFORMS EMPLOYEE UNIFORMS		134.69	
4064	CAITLIN VINCENT	06/10/2020	Regular	0.00	105.00	105786
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 972326</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	105.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM DAYCAMP REFUND		105.00	
3569	CALIFORNIA DEPARTMENT OF TAX AND FEE AC	06/10/2020	Regular	0.00	313.39	105787
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>378595698</u>	Invoice	06/11/2020	SALES TAX PENALTY FEE	0.00	313.39	
	<u>100-1225-7055-0000</u>		INTEREST AND PENALTIES SALES TAX PENALTY FEE		313.39	
3578	CALIFORNIA WATER ENVIRONMENT ASSOCIATI	06/10/2020	Regular	0.00	281.00	105788
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>617139</u>	Invoice	06/11/2020	MEMBERSHIP RENEWAL	0.00	281.00	
	<u>700-4050-7030-0000</u>		DUES & SUBSCRIPTIONS MEMBERSHIP RENEWAL		281.00	
4061	CARLOS JIMENEZ	06/10/2020	Regular	0.00	30.00	105789
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 971753</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM DAYCAMP REFUND		30.00	
4062	CARMELITA OSEQUEDA	06/10/2020	Regular	0.00	15.00	105790
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>972561</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	15.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM DAYCAMP REFUND		15.00	
4063	CARMEN BLACKLOCK	06/10/2020	Regular	0.00	30.00	105791
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 972184</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM DAYCAMP REFUND		30.00	
4065	CATRINA MORGAN	06/10/2020	Regular	0.00	30.00	105792

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 971785 & 97</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>	DAY CAMP PROGRAM	DAYCAMP REFUND		30.00	
1242	CED	06/10/2020	Regular	0.00	1,121.24	105793
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0954-478180</u>	Invoice	06/10/2020	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	43.10	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		43.10	
<u>0954-478183</u>	Invoice	06/10/2020	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	870.62	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		870.62	
<u>0954-478394</u>	Invoice	06/10/2020	ELECTRICAL SPECIAL DEPARTMENT SUPPL	0.00	77.45	
	<u>100-3250-7068-0000</u>	CONTRACTUAL SERVICES	ELECTRICAL SPECIAL DEPARTME		77.45	
<u>0954-478424</u>	Invoice	06/10/2020	ELECTRICAL SPECIAL DEPARTMENT SUPPL	0.00	26.27	
	<u>100-3250-7068-0000</u>	CONTRACTUAL SERVICES	ELECTRICAL SPECIAL DEPARTME		26.27	
<u>0954-478448</u>	Invoice	06/10/2020	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	103.80	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		103.80	
1279	CIGNA HEALTH CARE	06/10/2020	Regular	0.00	23,172.36	105794
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2654065</u>	Invoice	06/11/2020	EMP INSURANCE	0.00	23,172.36	
	<u>100-1200-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		3,133.00	
	<u>100-1230-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,950.74	
	<u>100-2050-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		5,497.52	
	<u>100-2090-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		4,729.04	
	<u>100-6050-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		2,364.54	
	<u>700-4050-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,182.26	
	<u>750-7300-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,182.26	
	<u>750-7400-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		3,133.00	
2167	COUNTY OF RIVERSIDE DEPARTMENT OF PUBLI	06/10/2020	Regular	0.00	50.00	105795
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>HS0000006579</u>	Invoice	06/11/2020	APRIL 2020 LAB BILLING	0.00	50.00	
	<u>100-2000-7068-0000</u>	CONTRACTUAL SERVICES	APRIL 2020 LAB BILLING		50.00	
4066	COURTNEY GRAY	06/10/2020	Regular	0.00	165.00	105796
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 955938</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	165.00	
	<u>100-0000-4575-0000</u>	DAY CAMP PROGRAM	DAYCAMP REFUND		165.00	
4067	COURTNEY MCLAUGHLIN	06/10/2020	Regular	0.00	15.00	105797
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 957866</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	15.00	
	<u>100-0000-4575-0000</u>	DAY CAMP PROGRAM	DAYCAMP REFUND		15.00	
4068	CRISTA BENSON	06/10/2020	Regular	0.00	120.00	105798
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 970199</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	120.00	
	<u>100-0000-4575-0000</u>	DAY CAMP PROGRAM	DAYCAMP REFUND		120.00	
4069	DANIEL REILLY	06/10/2020	Regular	0.00	180.00	105799

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 967420</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	180.00	
	<u>100-0000-4575-0000</u>	DAY CAMP PROGRAM	DAYCAMP REFUND		180.00	
1237	DANIEL WILLIAM DOPP	06/10/2020	Regular	0.00	600.00	105800
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>054</u>	Invoice	06/11/2020	PROFESSIONAL SERVICES	0.00	300.00	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		300.00	
<u>055</u>	Invoice	06/11/2020	PROFESSIONAL SERVICES	0.00	300.00	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		300.00	
4070	DANYA LYND	06/10/2020	Regular	0.00	75.00	105801
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>RCT 969434</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	75.00	
	<u>100-0000-4575-0000</u>	DAY CAMP PROGRAM	DAYCAMP REFUND		75.00	
3305	DEPT OF THE CA HIGHWAY PATROL	06/10/2020	Regular	0.00	9,248.56	105802
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>R19-655-0031</u>	Invoice	06/10/2020	TRAFFIC CONTROL FOR POTRERO BRIDGE	0.00	9,248.56	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	TRAFFIC CONTROL FOR POTRER		9,248.56	
1424	DIRECTV	06/10/2020	Regular	0.00	115.24	105803
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>37451812711</u>	Invoice	06/11/2020	BUILDING UTILITY	0.00	115.24	
	<u>100-6000-7010-6040</u>	UTILITIES - POLICE DEPT	BUILDING UTILITY		115.24	
1477	ENGINEERING RESOURCES OF SOUTHERN CALII	06/10/2020	Regular	0.00	2,887.29	105804
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>53935</u>	Invoice	06/10/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	215.25	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		215.25	
<u>53936</u>	Invoice	06/10/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,071.53	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		1,071.53	
<u>53937</u>	Invoice	06/10/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	528.98	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		528.98	
<u>53938</u>	Invoice	06/10/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	267.88	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		267.88	
<u>53939</u>	Invoice	06/10/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	803.65	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		803.65	
1501	FAIRVIEW FORD	06/10/2020	Regular	0.00	111.23	105805
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>700670</u>	Invoice	06/11/2020	VEHICLE MAINTENANCE	0.00	111.23	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		111.23	
1522	FOX OCCUPATIONAL	06/10/2020	Regular	0.00	260.47	105806
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>171592-34925-10</u>	Invoice	06/11/2020	EMPLOYEE MEDICAL SERVICE	0.00	260.47	
	<u>100-6050-6019-0000</u>	FIRST AID	EMPLOYEE MEDICAL SERVICE		260.47	
3714	FRANCISCO MEDINA	06/10/2020	Regular	0.00	90.00	105807

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 966775 & 97	Invoice	06/10/2020	DAYCAMP REFUND	0.00	90.00	
	100-0000-4575-0000	DAY CAMP PROGRAM	DAYCAMP REFUND		90.00	
1533	FRONTIER COMMUNICATIONS	06/10/2020	Regular	0.00	2,400.89	105808
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
209-042-1999-06	Invoice	06/11/2020	PHONE UTILITY	0.00	279.06	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY		279.06	
213-181-1343-03	Invoice	06/11/2020	PHONE UTILITY	0.00	69.47	
	700-4050-7015-0000	TELEPHONE	PHONE UTILITY		69.47	
323-156-8188-02	Invoice	06/11/2020	PHONE UTILITY	0.00	85.98	
	100-1230-7015-6060	TELEPHONE (4th ST YARD)	PHONE UTILITY		85.98	
951-769-8500-01	Invoice	06/11/2020	PHONE UTILITY	0.00	1,314.56	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY		1,314.56	
951-769-8520-01	Invoice	06/11/2020	PHONE UTILITY	0.00	266.83	
	100-1230-7015-6025	TELEPHONE (CITY HALL)	PHONE UTILITY		266.83	
951-769-8530-06	Invoice	06/11/2020	PHONE UTILITY	0.00	235.00	
	750-7000-7015-0000	TELEPHONE	PHONE UTILITY		235.00	
951-769-8539-04	Invoice	06/11/2020	PHONE UTILITY	0.00	149.99	
	100-1230-7015-6045	TELEPHONE (COMM CTR)	PHONE UTILITY		149.99	
4071	GILBERT SOSA	06/10/2020	Regular	0.00	15.00	105809
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 962264	Invoice	06/10/2020	DAYCAMP REFUND	0.00	15.00	
	100-0000-4575-0000	DAY CAMP PROGRAM	DAYCAMP REFUND		15.00	
1628	HINDERLITER, de LLAMAS, & ASSOC	06/10/2020	Regular	0.00	3,946.64	105810
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SIN001352	Invoice	06/11/2020	CONTRACT SERVICES - SALES TAX Q4/201	0.00	3,946.64	
	100-1200-7068-0000	CONTRACTUAL SERVICES	CONTRACT SERVICES - SALES TA		3,946.64	
4072	HOPE MARTIN	06/10/2020	Regular	0.00	15.00	105811
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 971850	Invoice	06/10/2020	DAYCAMP REFUND	0.00	15.00	
	100-0000-4575-0000	DAY CAMP PROGRAM	DAYCAMP REFUND		15.00	
3074	HUB CONSTRUCTION SPECIALTIES, INC	06/10/2020	Regular	0.00	84.59	105812
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
472208-0	Invoice	06/11/2020	EMPLOYEE UNIFORM	0.00	84.59	
	100-3250-7065-0000	UNIFORMS	EMPLOYEE UNIFORM		84.59	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	06/10/2020	Regular	0.00	441.46	105813
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
33041	Invoice	06/10/2020	Transcription Services	0.00	441.46	
	100-2050-7068-0000	CONTRACTUAL SERVICES	Transcription Services		441.46	
1657	IN GEAR TECHNOLOGY	06/10/2020	Regular	0.00	300.33	105814

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1001</u>	Invoice	06/11/2020	VEHICLE MAINTENANCE	0.00	151.10	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		135.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		16.10	
<u>1002</u>	Invoice	06/11/2020	VEHICLE MAINTENANCE	0.00	149.23	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		120.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		29.23	
1679	INTERWEST CONSULTING GRP, INC.	06/10/2020	Regular	0.00	3,497.50	105815
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>60201</u>	Invoice	06/11/2020	GIS 2017 CONTRACT	0.00	3,497.50	
	<u>100-1230-7071-0000</u>		SOFTWARE		3,497.50	
4073	JENNIE DOMINGUEZ	06/10/2020	Regular	0.00	60.00	105816
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>RCT 969578 & 97</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	60.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		60.00	
4074	JENNY LORENZO	06/10/2020	Regular	0.00	420.00	105817
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>RCT 959357 & 97</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	420.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		420.00	
4075	JESSICA TAYLOR	06/10/2020	Regular	0.00	105.00	105818
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>RCT 960015</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	105.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		105.00	
4076	JOE TURNER	06/10/2020	Regular	0.00	90.00	105819
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>RCT 966820 & 97</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	90.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		90.00	
4077	KATHERINE MALONE	06/10/2020	Regular	0.00	30.00	105820
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>RCT 972144</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		30.00	
4078	KAYLAH RUTTER	06/10/2020	Regular	0.00	165.00	105821
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>RCT 929924</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	165.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		165.00	
4079	KELLY BRISBOIS	06/10/2020	Regular	0.00	60.00	105822
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>RCT 968428</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	60.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		60.00	
4080	KIARA FLORES	06/10/2020	Regular	0.00	90.00	105823

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 970875</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	90.00	
	<u>100-0000-4575-0000</u>	DAY CAMP PROGRAM	DAYCAMP REFUND		90.00	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	06/10/2020	Regular	0.00	983.86	105824
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9006801138.CHE</u>	Invoice	06/11/2020	EQUIPMENT MAINTENANCE	0.00	101.16	
	<u>100-1230-7090-6045</u>	EQUIP SUPPLIES/MAINT (	EQUIPMENT MAINTENANCE		101.16	
<u>9006823434</u>	Invoice	06/11/2020	EQUIPMENT MAINTENANCE	0.00	48.14	
	<u>100-1230-7090-6026</u>	EQUIP SUPPLIES/MAINT (	EQUIPMENT MAINTENANCE		48.14	
<u>9006823631</u>	Invoice	06/11/2020	PRINTER SERVICES	0.00	834.56	
	<u>100-1230-7090-6025</u>	EQUIP SUPPLIES/MAINT (	EQUIPMENT MAINTENANCE		297.29	
	<u>100-1230-7090-6040</u>	EQUIP SUPPLIES/MAINT (	EQUIPMENT MAINTENANCE		312.19	
	<u>100-1230-7090-6045</u>	EQUIP SUPPLIES/MAINT (	EQUIPMENT MAINTENANCE		45.54	
	<u>750-7000-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		179.54	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	06/10/2020	Regular	0.00	123.92	105825
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>35560900.CHECK</u>	Invoice	06/11/2020	EQUIPMENT MAINTENANCE	0.00	123.92	
	<u>100-1230-7090-6041</u>	EQUIP SUPPLIES/MAINT (	EQUIPMENT MAINTENANCE		123.92	
1806	KONICA MINOLTA PREMIER FINANCE	06/10/2020	Regular	0.00	600.17	105826
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>415608306</u>	Invoice	06/11/2020	EQUIPMENT RENTAL	0.00	600.17	
	<u>100-1230-7075-6026</u>	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		420.12	
	<u>700-4050-7075-0000</u>	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		180.05	
4081	KORTNEY SEERER	06/10/2020	Regular	0.00	105.00	105827
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 969000</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	105.00	
	<u>100-0000-4575-0000</u>	DAY CAMP PROGRAM	DAYCAMP REFUND		105.00	
3271	KS STATEBANK	06/10/2020	Regular	0.00	11,830.77	105828
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3353429.07/01/2</u>	Invoice	06/10/2020	VACTOR TRUCK & PATCH TRUCK	0.00	11,830.77	
	<u>100-3250-8060-0000</u>	VEHICLES	VACTOR TRUCK & PATCH TRUCK		3,194.31	
	<u>710-0000-8060-0000</u>	VEHICLES	VACTOR TRUCK & PATCH TRUCK		8,636.46	
4082	LACEY HOROWITZ	06/10/2020	Regular	0.00	90.00	105829
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 972532</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	90.00	
	<u>100-0000-4575-0000</u>	DAY CAMP PROGRAM	DAYCAMP REFUND		90.00	
4083	LENETTE SWANN	06/10/2020	Regular	0.00	60.00	105830
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 964091</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	60.00	
	<u>100-0000-4575-0000</u>	DAY CAMP PROGRAM	DAYCAMP REFUND		60.00	
1849	LEONARD CENICEROS	06/10/2020	Regular	0.00	30.00	105831

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RCT 972325</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		30.00	
1856	LEXISNEXIS RISK SOLUTIONS	06/10/2020	Regular	0.00	171.70	105832
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1535776-202005</u>	Invoice	06/11/2020	MONTHLY SUBSCRIPTION FEE	0.00	171.70	
	<u>100-2050-7030-0000</u>		DUES & SUBSCRIPTIONS		171.70	
4084	LILLY CARDOZA	06/10/2020	Regular	0.00	30.00	105833
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RCT 973943</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		30.00	
4085	LISA FISHER	06/10/2020	Regular	0.00	240.00	105834
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>06/10/20</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	240.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		240.00	
4086	MALIA STEWART	06/10/2020	Regular	0.00	165.00	105835
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RCT 971889 & 97</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	165.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		165.00	
4087	MARIA GARCIA	06/10/2020	Regular	0.00	45.00	105836
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RCT 972182</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	45.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		45.00	
1908	MARIA GONZALEZ	06/10/2020	Regular	0.00	30.00	105837
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RCT 974399</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		30.00	
3669	MARIBEL RUIZ	06/10/2020	Regular	0.00	75.00	105838
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RCT 949812</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	75.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		75.00	
3683	MASTER'S COFFEE AND WATER	06/10/2020	Regular	0.00	33.75	105839
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>0000000026719</u>	Invoice	06/11/2020	OFFICE SUPPLIES	0.00	33.75	
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES		33.75	
4088	MAUREEN MCFARLAND	06/10/2020	Regular	0.00	60.00	105840
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RCT 973933 & 97</u>	Invoice	06/10/2020	DAYCAMP REFUND	0.00	60.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		60.00	
4089	MEGHAN MADDOX	06/10/2020	Regular	0.00	60.00	105841

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Vendor Number Payable #	Vendor Name Payable Type Account Number	Payment Date Post Date	Payment Type Payable Description Account Name Item Description	Discount Amount Discount Amount	Payment Amount Payable Amount Distribution Amount	Number
<u>RCT 971783</u>	Invoice <u>100-0000-4575-0000</u>	06/10/2020	DAYCAMP REFUND DAY CAMP PROGRAM DAYCAMP REFUND	0.00	60.00 60.00	
4090 Payable #	MELANIE GEORGE Payable Type Account Number	06/10/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	150.00 Payable Amount Distribution Amount	105842
<u>RCT 934862</u>	Invoice <u>100-0000-4575-0000</u>	06/10/2020	DAYCAMP REFUND DAY CAMP PROGRAM DAYCAMP REFUND	0.00	150.00 150.00	
4091 Payable #	MIRANDA MCLAUGHLIN Payable Type Account Number	06/10/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	90.00 Payable Amount Distribution Amount	105843
<u>RCT 960775</u>	Invoice <u>100-0000-4575-0000</u>	06/10/2020	DAYCAMP REFUND DAY CAMP PROGRAM DAYCAMP REFUND	0.00	90.00 90.00	
4092 Payable #	MISTY CLARK Payable Type Account Number	06/10/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	60.00 Payable Amount Distribution Amount	105844
<u>RCT 972685 & 97</u>	Invoice <u>100-0000-4575-0000</u>	06/10/2020	DAYCAMP REFUND DAY CAMP PROGRAM DAYCAMP REFUND	0.00	60.00 60.00	
3530 Payable #	MOBILE HOMES ACCEPTANCE CORP Payable Type Account Number	06/10/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	425.61 Payable Amount Distribution Amount	105845
<u>220974</u>	Invoice <u>700-4050-7075-0000</u>	06/11/2020	MONTHLY RENTAL FEE FOR WWTP OFFICE EQUIPMENT LEASING/RE MONTHLY RENTAL FEE FOR WW	0.00	425.61 425.61	
1984 Payable #	NAPA AUTO PARTS Payable Type Account Number	06/10/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	1,276.83 Payable Amount Distribution Amount	105846
<u>121049</u>	Invoice <u>100-2050-7037-0000</u>	06/11/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	10.75 10.75	
<u>121338</u>	Invoice <u>100-3250-7037-0000</u>	06/11/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	64.43 64.43	
<u>122874</u>	Invoice <u>100-2050-7037-0000</u>	06/11/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	1,176.89 1,176.89	
<u>122879</u>	Invoice <u>100-2050-7037-0000</u>	06/11/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	24.76 24.76	
4093 Payable #	NICK DVORAK Payable Type Account Number	06/10/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	150.00 Payable Amount Distribution Amount	105847
<u>RCT 972534</u>	Invoice <u>100-0000-4575-0000</u>	06/10/2020	DAYCAMP REFUND DAY CAMP PROGRAM DAYCAMP REFUND	0.00	150.00 150.00	
4094 Payable #	NOMA MAFU Payable Type Account Number	06/10/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	75.00 Payable Amount Distribution Amount	105848
<u>RCT 973792</u>	Invoice <u>100-0000-4575-0000</u>	06/10/2020	DAYCAMP REFUND DAY CAMP PROGRAM DAYCAMP REFUND	0.00	75.00 75.00	
2009 Payable #	O'REILLY AUTO PARTS Payable Type Account Number	06/10/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	143.10 Payable Amount Distribution Amount	105849
<u>2678-267500</u>	Invoice <u>100-2050-7037-0000</u>	06/11/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	47.70 47.70	
<u>2678-267521</u>	Invoice	06/11/2020	VEHICLE MAINTENANCE	0.00	95.40	

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	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		95.40	
2026	PACIFIC ALARM SERVICE	06/10/2020	Regular	0.00	59.85	105850
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
R 156052	Invoice	06/11/2020	SECURITY SERVICES	0.00	59.85	
	700-4050-7087-0000		SECURITY SERVICES		59.85	
2039	PARKHOUSE TIRE, INC.	06/10/2020	Regular	0.00	880.67	105851
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
2030188867	Invoice	06/11/2020	VEHICLE MAINTENANCE	0.00	493.08	
	100-3250-7037-0000		VEHICLE MAINTENANCE		493.08	
2030189347	Invoice	06/11/2020	VEHICLE MAINTENANCE	0.00	129.09	
	100-2050-7037-0000		VEHICLE MAINTENANCE		129.09	
2030189348	Invoice	06/11/2020	VEHICLE MAINTENANCE	0.00	258.50	
	100-2050-7037-0000		VEHICLE MAINTENANCE		258.50	
3971	POSITIVE PROMOTIONS, INC	06/10/2020	Regular	0.00	921.76	105852
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
06544273	Invoice	06/10/2020	Department Promotional Materials	0.00	921.76	
	100-2050-6050-0000		RECRUITMENT AND HIRI	Police Car Magnets	162.50	
	100-2050-6050-0000		RECRUITMENT AND HIRI	Pencils	112.00	
	100-2050-6050-0000		RECRUITMENT AND HIRI	Setup Fees	135.00	
	100-2050-7020-0000		ADVERTISING	Drug Education Slideguides	239.76	
	100-2050-7020-0000		ADVERTISING	Mini Kickballs	272.50	
2074	PRE-PAID LEGAL SERVICES INC	06/10/2020	Regular	0.00	725.30	105853
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
PD 05/22/20-06/	Invoice	06/11/2020	OPTIONAL EMPLOYEE SERVICE	0.00	725.30	
	100-0000-2045-0000		PRE PAID LEGAL	OPTIONAL EMPLOYEE	725.30	
2082	PROFORCE LAW ENFORCEMENT	06/10/2020	Regular	0.00	887.40	105854
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
B156001153A	Invoice	06/11/2020	OFFICE SUPPLIES	0.00	887.40	
	100-2050-7025-0000		OFFICE SUPPLIES		887.40	
3652	PRUDENTIAL OVERALL SUPPLY	06/10/2020	Regular	0.00	189.68	105855
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
22992579	Invoice	06/10/2020	Prudential Uniforms	0.00	68.75	
	100-3250-7065-0000		UNIFORMS	UNIFORM MAINTENANCE	68.75	
22995969	Invoice	06/10/2020	Prudential Uniforms	0.00	68.75	
	100-3250-7065-0000		UNIFORMS	UNIFORM MAINTENANCE	68.75	
22995993	Invoice	06/10/2020	Prudential Uniforms	0.00	52.18	
	700-4050-7065-0000		UNIFORMS	UNIFORM MAINTENANCE	52.18	
2091	PURCHASE POWER-1183	06/10/2020	Regular	0.00	553.81	105856
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
8000-9000-0779-	Invoice	06/11/2020	OFFICE SUPPLIES	0.00	553.81	
	100-2000-7025-0000		OFFICE SUPPLIES	OFFICE SUPPLIES	27.69	
	100-2050-7025-0000		OFFICE SUPPLIES	OFFICE SUPPLIES	526.12	
2104	RAMONA HUMANE SOCIETY INC	06/10/2020	Regular	0.00	2,563.02	105857

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>COB05312 05/31</u>	Invoice	06/10/2020	Ramona Humane Society - Sheltering Serv	0.00	2,563.02	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES Ramona Humane Society - Shelt		2,563.02	
1113	RYAN M. WESTBROOK INC	06/10/2020	Regular	0.00	201.00	105858
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>708306</u>	Invoice	06/11/2020	ANIMAL CARE SERVICES	0.00	54.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES ANIMAL CARE SERVICES		54.00	
<u>711890</u>	Invoice	06/11/2020	ANIMAL CARE SERVICES	0.00	147.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES ANIMAL CARE SERVICES		147.00	
2289	SIMPLIFILE	06/10/2020	Regular	0.00	506.00	105859
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>CATWAQ-053120</u>	Invoice	06/11/2020	PROFESSIONAL SERVICES	0.00	506.00	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES PROFESSIONAL SERVICES		506.00	
2309	SOUTH COAST AQMD	06/10/2020	Regular	0.00	1,101.04	105860
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3639923</u>	Invoice	06/11/2020	HOT SPOTS PROGRAM FEE	0.00	137.63	
	<u>700-4050-7022-003X</u>		LICENSE, PERMITS, FEES HOT SPOTS PROGRAM FEE		137.63	
<u>3639924</u>	Invoice	06/10/2020	ANNUAL RENEWAL & EMISSIONS FEES	0.00	137.63	
	<u>700-4050-7022-002X</u>		LICENSE, PERMITS, FEES ANNUAL RENEWAL & EMISSION		137.63	
<u>3640170</u>	Invoice	06/10/2020	ANNUAL RENEWAL & EMISSIONS FEES	0.00	137.63	
	<u>700-4050-7022-002X</u>		LICENSE, PERMITS, FEES ANNUAL RENEWAL & EMISSION		137.63	
<u>3640272</u>	Invoice	06/11/2020	HOT SPOTS PROGRAM FEE	0.00	137.63	
	<u>700-4050-7022-007A</u>		LICENSE, PERMITS, FEES HOT SPOTS PROGRAM FEE		137.63	
<u>3640324</u>	Invoice	06/11/2020	HOT SPOTS PROGRAM FEE	0.00	137.63	
	<u>700-4050-7022-06A1</u>		LICENSE, PERMITS, FEES HOT SPOTS PROGRAM FEE		137.63	
<u>3640451</u>	Invoice	06/10/2020	ANNUAL RENEWAL & EMISSIONS FEES	0.00	137.63	
	<u>700-4050-7022-019C</u>		LICENSE, PERMITS, FEES ANNUAL RENEWAL & EMISSION		137.63	
<u>3640452</u>	Invoice	06/10/2020	ANNUAL RENEWAL & EMISSIONS FEES	0.00	137.63	
	<u>700-4050-7022-019C</u>		LICENSE, PERMITS, FEES ANNUAL RENEWAL & EMISSION		137.63	
<u>3646038</u>	Invoice	06/11/2020	HOT SPOTS PROGRAM FEE	0.00	137.63	
	<u>700-4050-7022-0000</u>		LICENSE, PERMITS, FEES HOT SPOTS PROGRAM FEE		137.63	
2407	THE GAS COMPANY	06/10/2020	Regular	0.00	132.89	105861
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>03822937417 06/</u>	Invoice	06/11/2020	GAS UTILITY	0.00	20.87	
	<u>100-6000-7010-6041</u>		UTILITIES - POLICE ANNEX GAS UTILITY		20.87	
<u>05789544425 06/</u>	Invoice	06/11/2020	GAS UTILITY	0.00	112.02	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY GAS UTILITY		112.02	
2430	TIME WARNER CABLE	06/10/2020	Regular	0.00	2,824.11	105862
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0241971052520</u>	Invoice	06/11/2020	PHONE UTILITY	0.00	2,824.11	
	<u>100-1230-7015-6025</u>		TELEPHONE (CITY HALL) PHONE UTILITY		2,824.11	
2435	TLMA ADMINISTRATION COUNTY OF RIV	06/10/2020	Regular	0.00	262.16	105863

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>T10000015290</u>	Invoice	06/10/2020	SHARED TRAFFIC SIGNALS WITH RIVERSID	0.00	262.16	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES SHARED TRAFFIC SIGNALS WITH		262.16	
2457	TYLER WORKS - TECHNOLOGIES	06/10/2020	Regular	0.00	75,919.00	105864
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>025-292629</u>	Invoice	06/10/2020	Tyler Technologies Contract	0.00	73,169.00	
	<u>100-1230-7071-0000</u>		SOFTWARE Tyler Technologies Contract		73,169.00	
<u>025-295175</u>	Invoice	06/11/2020	SOFTWARE	0.00	750.00	
	<u>700-4050-7071-0000</u>		SOFTWARE SOFTWARE		750.00	
<u>025-298046</u>	Invoice	06/11/2020	UTILITY MIGRATION PROJECT	0.00	2,000.00	
	<u>700-4050-7066-0000</u>		TRAVEL, EDUCATION, TRA UTILITY MIGRATION PROJECT		2,000.00	
2484	VERIZON	06/10/2020	Regular	0.00	5,878.31	105865
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9855264740</u>	Invoice	06/11/2020	PHONE UTILITY	0.00	1,378.74	
	<u>100-1230-7015-0000</u>		TELEPHONE PHONE UTILITY		1,378.74	
<u>9855453246</u>	Invoice	06/11/2020	CELL PHONES	0.00	3,491.44	
	<u>100-1230-7015-0000</u>		TELEPHONE CELL PHONES		2,864.01	
	<u>750-7000-7015-0000</u>		TELEPHONE CELL PHONES		627.43	
<u>9855453247</u>	Invoice	06/11/2020	PHONE UTILITY	0.00	798.21	
	<u>750-7100-7015-0000</u>		TELEPHONE PHONE UTILITY		75.99	
	<u>750-7400-7015-0000</u>		TELEPHONE PHONE UTILITY		227.49	
	<u>750-7600-7015-0000</u>		TELEPHONE PHONE UTILITY		189.97	
	<u>750-7700-7015-0000</u>		TELEPHONE PHONE UTILITY		76.23	
	<u>750-7800-7015-0000</u>		TELEPHONE PHONE UTILITY		38.07	
	<u>750-7900-7015-0000</u>		TELEPHONE PHONE UTILITY		38.07	
	<u>750-8000-7015-0000</u>		TELEPHONE PHONE UTILITY		38.07	
	<u>750-8100-7015-0000</u>		TELEPHONE PHONE UTILITY		76.23	
	<u>750-8200-7015-0000</u>		TELEPHONE PHONE UTILITY		38.09	
<u>9855453248</u>	Invoice	06/11/2020	IPADS - 1550	0.00	76.02	
	<u>100-1230-7015-0000</u>		TELEPHONE IPADS - 1550		76.02	
<u>9855453249</u>	Invoice	06/11/2020	IPADS - 3100	0.00	76.02	
	<u>100-1230-7015-0000</u>		TELEPHONE IPADS - 3100		76.02	
<u>9855453250</u>	Invoice	06/11/2020	IPADS - 1550/6050	0.00	57.88	
	<u>100-1230-7015-0000</u>		TELEPHONE IPADS - 1550/6050		57.88	
2490	VERIZON BUSINESS SERVICE	06/10/2020	Regular	0.00	1,602.53	105866
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>71472305</u>	Invoice	06/11/2020	PHONE UTILITY	0.00	1,602.53	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT) PHONE UTILITY		1,602.53	
3422	WAXIE SANITARY SUPPLY	06/10/2020	Regular	0.00	491.96	105867
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>79172296</u>	Invoice	06/11/2020	BUILDING MAINTENANCE	0.00	491.96	
	<u>100-6000-7085-6032</u>		BLDG MAINT- CITY HALL B BUILDING MAINTENANCE		49.20	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE BUILDING MAINTENANCE		393.57	
	<u>100-6000-7085-6041</u>		BLDG MAINT - POLICE AN BUILDING MAINTENANCE		49.19	
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	06/10/2020	Regular	0.00	8,672.00	105868

Check Report

Date Range: 06/05/2020 Item 1. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>MAY 2020</u>	Invoice	06/11/2020	MSHCP FEES	0.00	8,672.00	
	<u>570-0000-2005-0000</u>	DUE TO WRCRCA (MSHCP	MSHCP FEES		8,672.00	
3254	WOOD ENVIRONMENT & INFRASTRUCTURE SO	06/10/2020	Regular	0.00	7,681.91	105869
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>S44142612</u>	Invoice	06/10/2020	BIOLOGICAL RESOURCE ASSISTANCE TO P	0.00	7,681.91	
	<u>710-0000-7068-0000</u>	CONTRACTUAL SERVICE	BIOLOGICAL RESOURCE ASSISTA		114.85	
	<u>710-0000-7068-0000</u>	CONTRACTUAL SERVICE	BIOLOGICAL RESOURCE ASSISTA		7,567.06	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	139	95	0.00	181,482.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	22	3	0.00	102,825.40
	161	98	0.00	284,308.00

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	139	95	0.00	181,482.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	22	3	0.00	102,825.40
	161	98	0.00	284,308.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2020	284,308.00
			284,308.00



WARRANTS TO BE RATIFIED

Thursday, June 18, 2020

Printed Checks	105870-105921	\$	121,154.02	FY 19/20
Voided Check	105872	\$	(1,087.15)	C. Lee
	A/P Total	\$	<u>120,066.87</u>	

Bank Drafts	Affant	\$	551.75	Jun-20
	Kaiser Foundation	\$	178.00	HSA Payment

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

SIGNATURE: *[Signature]*
TITLE: CITY TREASURER

SIGNATURE: *[Signature]*
TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Report

By Check Number

Date Range: 06/11/2020 - 06/18/2020

Item 1.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4113	CHRISTIAN LEE	06/16/2020	Regular	0.00	6,039.87	105870
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
06/16/20 FINAL C	Invoice	06/16/2020	BANKED HOURS	0.00	6,039.87	
	Account Number		Item Description	Distribution Amount		
	100-0000-2105-0000		PAYROLL SUSPENSE		6,039.87	
4113	CHRISTIAN LEE	06/16/2020	Regular	0.00	2,862.84	105871
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
06/16/20 FINAL C	Invoice	06/16/2020	FINAL CHECK	0.00	2,862.84	
	Account Number		Item Description	Distribution Amount		
	100-0000-2105-0000		PAYROLL SUSPENSE		2,862.84	
4113	CHRISTIAN LEE	06/16/2020	Regular	0.00	1,087.15	105872
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
06/16/20 FINAL C	Invoice	06/16/2020	FINAL HOURS WORKED	0.00	1,087.15	
	Account Number		Item Description	Distribution Amount		
	100-0000-2105-0000		PAYROLL SUSPENSE		1,087.15	
4113	CHRISTIAN LEE	06/16/2020	Regular	0.00	-1,087.15	105872
4113	CHRISTIAN LEE	06/16/2020	Regular	0.00	724.77	105873
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
06/16/20 CHECK	Invoice	06/16/2020	CORRECTION OF FINAL CHECK #1	0.00	724.77	
	Account Number		Item Description	Distribution Amount		
	100-0000-2105-0000		PAYROLL SUSPENSE		724.77	
1006	AB LANDSCAPE	06/18/2020	Regular	0.00	12,988.00	105874
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2020 414-090-02	Invoice	06/18/2020	WEED ABATEMENT	0.00	319.00	
	Account Number		Item Description	Distribution Amount		
	100-2030-7039-0000		CODE ENFORCEMENT		319.00	
2020 414-090-02	Invoice	06/18/2020	WEED ABATEMENT	0.00	1,160.00	
	Account Number		Item Description	Distribution Amount		
	100-2030-7039-0000		CODE ENFORCEMENT		1,160.00	
2020 414-090-02	Invoice	06/18/2020	WEED ABATEMENT	0.00	107.00	
	Account Number		Item Description	Distribution Amount		
	100-2030-7039-0000		CODE ENFORCEMENT		107.00	
2020 414-120-02	Invoice	06/18/2020	WEED ABATEMENT	0.00	1,055.00	
	Account Number		Item Description	Distribution Amount		
	100-2030-7039-0000		CODE ENFORCEMENT		1,055.00	
2020 414-120-02	Invoice	06/18/2020	WEED ABATEMENT	0.00	1,055.00	
	Account Number		Item Description	Distribution Amount		
	100-2030-7039-0000		CODE ENFORCEMENT		1,055.00	
2020 414-120-02	Invoice	06/18/2020	WEED ABATEMENT	0.00	109.00	
	Account Number		Item Description	Distribution Amount		
	100-2030-7039-0000		CODE ENFORCEMENT		109.00	
2020 414-120-03	Invoice	06/18/2020	WEED ABATEMENT	0.00	108.00	
	Account Number		Item Description	Distribution Amount		
	100-2030-7039-0000		CODE ENFORCEMENT		108.00	
2020 414-120-03	Invoice	06/18/2020	WEED ABATEMENT	0.00	635.00	
	Account Number		Item Description	Distribution Amount		
	100-2030-7039-0000		CODE ENFORCEMENT		635.00	
2020 414-120-03	Invoice	06/18/2020	WEED ABATEMENT	0.00	845.00	
	Account Number		Item Description	Distribution Amount		
	100-2030-7039-0000		CODE ENFORCEMENT		845.00	
2020 414-120-03	Invoice	06/18/2020	WEED ABATEMENT	0.00	4,205.00	
	Account Number		Item Description	Distribution Amount		
	100-2030-7039-0000		CODE ENFORCEMENT		4,205.00	
2020 414-120-03	Invoice	06/18/2020	WEED ABATEMENT	0.00	1,265.00	
	Account Number		Item Description	Distribution Amount		
	100-2030-7039-0000		CODE ENFORCEMENT		1,265.00	

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Date Range: 06/11/2020 Item 1. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>2020 414-120-03</u>	Invoice <u>100-2030-7039-0000</u>	06/18/2020	WEED ABATEMENT CODE ENFORCEMENT WEED ABATEMENT	0.00	635.00 635.00	
<u>2020 414-120-04</u>	Invoice <u>100-2030-7039-0000</u>	06/18/2020	WEED ABATEMENT CODE ENFORCEMENT WEED ABATEMENT	0.00	425.00 425.00	
<u>2020 414-120-04</u>	Invoice <u>100-2030-7039-0000</u>	06/18/2020	WEED ABATEMENT CODE ENFORCEMENT WEED ABATEMENT	0.00	740.00 740.00	
<u>2020 415-091-01</u>	Invoice <u>100-2030-7039-0000</u>	06/18/2020	WEED ABATEMENT CODE ENFORCEMENT WEED ABATEMENT	0.00	162.50 162.50	
<u>2020 415-091-01</u>	Invoice <u>100-2030-7039-0000</u>	06/18/2020	WEED ABATEMENT CODE ENFORCEMENT WEED ABATEMENT	0.00	162.50 162.50	
	Void	06/18/2020	Regular	0.00	0.00	105875
1023	ADVANCED WORKPLACE STRATEGIES	06/18/2020	Regular	0.00	45.00	105876
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>425958</u>	Invoice <u>750-7300-6019-0000</u>	06/18/2020	EMPLOYEE MEDICAL SERVICES FIRST AID EMPLOYEE MEDICAL SERVICES	0.00	45.00 45.00	
1050	AMAZON CAPITAL SERVICES	06/18/2020	Regular	0.00	332.82	105877
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>179G-7M9Q-RK</u>	Invoice <u>100-2000-7025-0000</u> <u>100-2050-7025-0000</u>	06/18/2020	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	153.39 7.67 145.72	
<u>1NQ1-416K-GVXL</u>	Invoice <u>100-2000-7025-0000</u> <u>100-2050-7025-0000</u>	06/18/2020	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	179.43 8.97 170.46	
3460	CALIFORNIA POLICE CHIEFS ASSOCIATION	06/18/2020	Regular	0.00	695.00	105878
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>15493</u>	Invoice <u>100-2050-7030-0000</u>	06/18/2020	MEMBERSHIP RENEWAL DUES & SUBSCRIPTIONS MEMBERSHIP RENEWAL	0.00	695.00 695.00	
3290	DATA TEL INC	06/18/2020	Regular	0.00	735.50	105879
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>4291</u>	Invoice <u>500-0000-8990-0000</u>	06/18/2020	EQUIPMENT FOR CHAMBERS ROOM CAPITAL OUTLAY EQUIPMENT FOR CHAMBERS R	0.00	735.50 735.50	
1402	DEPARTMENT OF JUSTICE	06/18/2020	Regular	0.00	245.00	105880
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>454943</u>	Invoice <u>100-2050-7068-0000</u>	06/18/2020	Department of Justice Blood Alcohol Anal CONTRACTUAL SERVICES Department of Justice Blood Alc	0.00	140.00 140.00	
<u>454996</u>	Invoice <u>100-2050-7068-0000</u>	06/18/2020	Department of Justice Blood Alcohol Anal CONTRACTUAL SERVICES Department of Justice Blood Alc	0.00	105.00 105.00	
1495	EVANS-HYDRO, INC	06/18/2020	Regular	0.00	27,171.81	105881
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>74200</u>	Invoice <u>700-4050-8040-0000</u>	06/17/2020	Flygt 3300/675-5035 SUBMERSIBLE PUM EQUIPMENT Flygt 3300/675-5035 SUBMERSI	0.00	27,171.81 27,171.81	
1522	FOX OCCUPATIONAL	06/18/2020	Regular	0.00	1,097.37	105882

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>117876</u>	Invoice <u>100-1240-6050-0000</u>	06/18/2020	HIRING COSTS RECRUITMENT AND HIRI	0.00	900.00 900.00	
<u>150045-36971-11</u>	Invoice <u>100-3250-6019-0000</u>	06/18/2020	EMPLOYEE MEDICAL SERVICES FIRST AID	0.00	197.37 197.37	
1533	FRONTIER COMMUNICATIONS	06/18/2020	Regular	0.00	120.01	105883
<u>951-769-6032-08</u>	Invoice <u>100-1230-7015-5400</u>	06/18/2020	PHONE UTILITY TELEPHONE - SPORTS PAR	0.00	67.91 67.91	
<u>951-769-8533-09</u>	Invoice <u>750-7300-7015-0000</u>	06/18/2020	PHONE UTILITY TELEPHONE	0.00	52.10 52.10	
1553	GALLS INC.	06/18/2020	Regular	0.00	132.18	105884
<u>8C1095367</u>	Invoice <u>100-2050-7065-0000</u>	06/18/2020	EMPLOYEE UNIFORM UNIFORMS	0.00	132.18 132.18	
3718	HAAKER EQUIPMENT COMPANY	06/18/2020	Regular	0.00	819.00	105885
<u>W61069</u>	Invoice <u>700-4050-7037-0000</u>	06/18/2020	EQUIPMENT MAINTENANCE FOR VACTOR VEHICLE MAINTENANCE	0.00	819.00 819.00	
1632	HOME DEPOT/CREDIT SERVICES	06/18/2020	Regular	0.00	8,642.01	105886
<u>1071966</u>	Invoice <u>100-6050-7090-5400</u>	06/18/2020	EQUIPMENT MAINTENANCE EQUIP SUPPLIES/MAINT -	0.00	164.06 164.06	
<u>1090027</u>	Invoice <u>100-6000-7085-6055</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT- FIRE STATIO	0.00	6.44 6.44	
<u>120573</u>	Invoice <u>100-6000-7085-6040</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT - POLICE DE	0.00	2,387.74 2,387.74	
<u>1308798</u>	Invoice <u>215-0000-7036-0000</u>	06/18/2020	DEPT SUPPLIES GRANT SPECIFIC COSTS	0.00	756.25 756.25	
<u>14748</u>	Invoice <u>100-6050-7070-5200</u>	06/18/2020	DEPT SUPPLIES SPEC DEPT EXP - PALMER	0.00	114.69 114.69	
<u>14749</u>	Invoice <u>100-6050-7070-5500</u>	06/18/2020	DEPT SUPPLIES SPEC DEPT EXP - STEWAR	0.00	275.84 275.84	
<u>1521805</u>	Invoice <u>100-6000-7090-6040</u>	06/18/2020	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	43.69 43.69	
<u>1523045</u>	Invoice <u>750-7000-7085-0000</u>	06/18/2020	BUILDING MAINTENANCE BUILDING SUPPLIES/MAI	0.00	26.92 26.92	
<u>21868</u>	Invoice <u>100-6050-7070-5500</u>	06/18/2020	DEPT SUPPLIES SPEC DEPT EXP - STEWAR	0.00	94.71 94.71	
<u>2620459</u>	Invoice <u>100-6000-7085-6041</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT - POLICE AN	0.00	11.13 11.13	
<u>3211828</u>	Invoice <u>215-0000-7036-0000</u>	06/18/2020	DEPT SUPPLIES GRANT SPECIFIC COSTS	0.00	106.67 106.67	
<u>3350306</u>	Invoice <u>100-6000-7085-6041</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT - POLICE AN	0.00	43.11 43.11	
<u>340247</u>	Invoice <u>100-3250-7070-0000</u>	06/18/2020	DEPARTMENT SUPPLIES - STREETS SPECIAL DEPT SUPPLIES	0.00	64.08 64.08	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>3620355</u>	Invoice <u>100-6000-7085-6041</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT - POLICE AN	0.00	11.13 11.13	
<u>4014477</u>	Invoice <u>100-6050-7070-5500</u>	06/18/2020	DEPT SUPPLIES SPEC DEPT EXP - STEWAR	0.00	304.77 304.77	
<u>4014478</u>	Invoice <u>750-7300-7070-0000</u>	06/18/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	25.84 25.84	
<u>4070532</u>	Invoice <u>100-6000-7085-0000</u>	06/18/2020	BUILDING MAINTENANCE BUILDING SUPPLIES/MAI	0.00	420.15 420.15	
<u>4793714</u>	Invoice <u>215-0000-7036-0000</u>	06/18/2020	DEPT SUPPLIES GRANT SPECIFIC COSTS	0.00	1,431.13 1,431.13	
<u>5010485</u>	Invoice <u>100-6000-7085-6055</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT- FIRE STATIO	0.00	296.56 296.56	
<u>5010486</u>	Invoice <u>100-6000-7090-6025</u>	06/18/2020	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	21.81 21.81	
<u>5010487</u>	Invoice <u>215-0000-7036-0000</u>	06/18/2020	DEPT SUPPLIES GRANT SPECIFIC COSTS	0.00	199.23 199.23	
<u>5082700</u>	Invoice <u>100-6000-7085-6040</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT - POLICE DE	0.00	270.87 270.87	
<u>5090501</u>	Invoice <u>100-6000-7085-6040</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT - POLICE DE	0.00	114.99 114.99	
<u>5102508</u>	Invoice <u>100-3100-7070-0000</u>	06/18/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	43.07 43.07	
<u>5974344</u>	Invoice <u>100-6050-7070-5500</u>	06/18/2020	DEPT SUPPLIES SPEC DEPT EXP - STEWAR	0.00	373.07 373.07	
<u>6625106</u>	Invoice <u>100-6000-7090-6025</u>	06/18/2020	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	10.74 10.74	
<u>6625107</u>	Invoice <u>100-6000-7085-6041</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT - POLICE AN	0.00	16.26 16.26	
<u>7014314</u>	Invoice <u>100-6050-7070-5500</u>	06/18/2020	DEPT SUPPLIES SPEC DEPT EXP - STEWAR	0.00	279.87 279.87	
<u>7615695</u>	Invoice <u>100-6000-7085-6041</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT - POLICE AN	0.00	83.65 83.65	
<u>8102914</u>	Invoice <u>100-6050-7070-5500</u>	06/18/2020	DEPT SUPPLIES SPEC DEPT EXP - STEWAR	0.00	141.37 141.37	
<u>8625830</u>	Invoice <u>100-6000-7085-6055</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT- FIRE STATIO	0.00	39.26 39.26	
<u>9625758</u>	Invoice <u>100-6000-7085-6055</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT- FIRE STATIO	0.00	18.62 18.62	
<u>974180</u>	Invoice <u>100-6050-7070-5400</u>	06/18/2020	DEPT SUPPLIES SPEC DEPT EXP - SPORTS	0.00	135.33 135.33	
<u>974181</u>	Invoice <u>100-6000-7085-6045</u>	06/18/2020	BUILDING MAINTENANCE BLDG MAINT- COMMUNI	0.00	308.96 308.96	

Void	06/18/2020	Regular	0.00	0.00	105887
Void	06/18/2020	Regular	0.00	0.00	105888
1638 HOWARD'S	06/18/2020	Regular	0.00	5,718.00	105889

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description		Distribution Amount
<u>2004</u>	Invoice <u>100-2030-7039-0000</u>	06/18/2020	WEED ABATEMENT CODE ENFORCEMENT	0.00	143.00 143.00
<u>2005</u>	Invoice <u>100-2030-7039-0000</u>	06/18/2020	WEED ABATEMENT CODE ENFORCEMENT	0.00	1,613.00 1,613.00
<u>2007</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	948.00

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		948.00	
<u>2009</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	843.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		843.00	
<u>2010</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	143.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		143.00	
<u>2011</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	108.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		108.00	
<u>2012</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	143.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		143.00	
<u>2013</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	108.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		108.00	
<u>2014</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	108.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		108.00	
<u>2016</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	108.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		108.00	
<u>2017</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	108.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		108.00	
<u>2022</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	353.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		353.00	
<u>2026</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	143.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		143.00	
<u>2027</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	178.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		178.00	
<u>2028</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	143.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		143.00	
<u>2055</u>	Invoice	06/18/2020	WEED ABATEMENT	0.00	528.00	
	<u>100-2030-7039-0000</u>	06/18/2020	CODE ENFORCEMENT WEED ABATEMENT		528.00	
	Void	06/18/2020	Regular	0.00	0.00	105890
4095	ONA ALLEN	06/18/2020	Regular	0.00	30.00	105891
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>RCT 967051</u>	Invoice	06/18/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		30.00	
4096	ONIEL SAMUEL	06/18/2020	Regular	0.00	30.00	105892
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>RCT 971499</u>	Invoice	06/18/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		30.00	
4097	PATRICK PATTON	06/18/2020	Regular	0.00	30.00	105893
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>RCT 967834</u>	Invoice	06/18/2020	DAYCAMP REFUND	0.00	30.00	
	<u>100-0000-4575-0000</u>		DAY CAMP PROGRAM		30.00	
3652	PRUDENTIAL OVERALL SUPPLY	06/18/2020	Regular	0.00	50.67	105894
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>22975801</u>	Invoice	06/18/2020	Prudential Uniforms	0.00	50.67	
	<u>750-7400-7065-0000</u>		UNIFORMS		50.67	
2101	RACHEL ABASTA	06/18/2020	Regular	0.00	165.00	105895

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 959751 & 97</u>	Invoice <u>100-0000-4575-0000</u>	06/18/2020	DAYCAMP REFUND DAY CAMP PROGRAM	0.00	165.00	
4098	RHEAN LAGUNERO	06/18/2020	Regular	0.00	120.00	105896
<u>RCT 972798 & 97</u>	Invoice <u>100-0000-4575-0000</u>	06/18/2020	DAYCAMP REFUND DAY CAMP PROGRAM	0.00	120.00	
4101	RHIANNON MONGES	06/18/2020	Regular	0.00	15.00	105897
<u>RCT 964998</u>	Invoice <u>100-0000-4575-0000</u>	06/18/2020	DAYCAMP REFUND DAY CAMP PROGRAM	0.00	15.00	
2988	RHONDA KEYSER	06/18/2020	Regular	0.00	1,525.84	105898
<u>06/19/20</u>	Invoice <u>100-0000-2105-0000</u>	06/18/2020	SPOUSAL SUPPORT PAYROLL SUSPENSE	0.00	1,525.84	
4099	ROARK STANGL	06/18/2020	Regular	0.00	30.00	105899
<u>RCT 962739</u>	Invoice <u>100-0000-4575-0000</u>	06/18/2020	DAYCAMP REFUND DAY CAMP PROGRAM	0.00	30.00	
4100	ROBERT BARRETT	06/18/2020	Regular	0.00	90.00	105900
<u>RCT 966755</u>	Invoice <u>100-0000-4575-0000</u>	06/18/2020	DAYCAMP REFUND DAY CAMP PROGRAM	0.00	90.00	
4102	SARA COVEY	06/18/2020	Regular	0.00	75.00	105901
<u>RCT 972328</u>	Invoice <u>100-0000-4575-0000</u>	06/18/2020	DAYCAMP REFUND DAY CAMP PROGRAM	0.00	75.00	
4105	SHELBY MURVINE	06/18/2020	Regular	0.00	105.00	105902
<u>RCT 961533</u>	Invoice <u>100-0000-4575-0000</u>	06/18/2020	DAYCAMP REFUND DAY CAMP PROGRAM	0.00	105.00	
4103	SILVIA WILEY	06/18/2020	Regular	0.00	60.00	105903
<u>RCT 972684</u>	Invoice <u>100-0000-4575-0000</u>	06/18/2020	DAYCAMP REFUND DAY CAMP PROGRAM	0.00	60.00	
4104	SOPHIA SMITH	06/18/2020	Regular	0.00	45.00	105904
<u>RCT 972187</u>	Invoice <u>100-0000-4575-0000</u>	06/18/2020	DAYCAMP REFUND DAY CAMP PROGRAM	0.00	45.00	
2309	SOUTH COAST AQMD	06/18/2020	Regular	0.00	557.42	105905

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Date Range: 06/11/2020 Item 1. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3653857	Invoice 700-4050-7022-0000	06/18/2020	ANNUAL RENEWAL FEES LICENSE, PERMITS, FEES	0.00	421.02	
3656800	Invoice 700-4050-7022-0000	06/18/2020	EMISSION FEES LICENSE, PERMITS, FEES	0.00	136.40	
2311	SOUTHERN CALIFORNIA EDISON	06/18/2020	Regular	0.00	26,379.15	105906
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
06/18/20	Invoice	06/18/2020	ELECTRIC UTILITY	0.00	26,379.15	
	100-3250-7010-0000		UTILITIES		11,753.56	
	100-3250-7010-003X		UTILITIES (IA 3)		2,481.38	
	100-3250-7010-004X		UTILITIES (IA 4)		98.22	
	100-3250-7010-006B		UTILITIES (IA 6B)		1,756.19	
	100-3250-7010-007A		UTILITIES (IA 7A)		11.85	
	100-3250-7010-007B		UTILITIES (IA 7B)		76.65	
	100-3250-7010-008A		UTILITIES (IA 8A)		316.70	
	100-3250-7010-008C		UTILITIES (IA 8C)		482.10	
	100-3250-7010-011A		UTILITIES (IA 11A)		156.14	
	100-3250-7010-014B		UTILITIES (IA 14B)		38.15	
	100-3250-7010-014X		UTILITIES (IA 14)		1,432.36	
	100-3250-7010-018X		UTILITIES (IA 18)		118.44	
	100-3250-7010-019C		UTILITIES (IA 19C)		3,555.02	
	100-3250-7010-06A1		UTILITIES (IA 6A1)		729.07	
	100-6000-7010-6045		UTILITIES - COMMUNITY		3,207.96	
	100-6050-7010-0000		UTILITIES		129.75	
	100-6050-7010-06A1		UTILITIES IA 6A1		35.61	
4108	TAMARIA TAYLOR	06/18/2020	Regular	0.00	60.00	105907
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
RCT 974134	Invoice	06/18/2020	DAYCAMP REFUND	0.00	60.00	
	100-0000-4575-0000		DAY CAMP PROGRAM		60.00	
4107	TERI HENTHORN	06/18/2020	Regular	0.00	240.00	105908
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
RCT 973948	Invoice	06/18/2020	DAYCAMP REFUND	0.00	240.00	
	100-0000-4575-0000		DAY CAMP PROGRAM		240.00	
2407	THE GAS COMPANY	06/18/2020	Regular	0.00	169.20	105909
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
09712228007 06/	Invoice	06/18/2020	GAS UTILITY	0.00	42.85	
	100-6000-7010-6025		UTILITIES - CITY HALL		42.85	
10552227000 06/	Invoice	06/18/2020	GAS UTILITY	0.00	23.78	
	100-6000-7010-6040		UTILITIES - POLICE DEPT		23.78	
10552230004 06/	Invoice	06/18/2020	GAS UTILITY	0.00	26.00	
	750-7300-7010-0000		UTILITIES		26.00	
15382227021 06/	Invoice	06/18/2020	GAS UTILITY	0.00	32.59	
	750-7000-7010-0000		UTILITIES		32.59	
19782338008 06/	Invoice	06/18/2020	GAS UTILITY	0.00	43.98	
	100-6000-7010-6055		UTILITIES - FIRE STATION		43.98	
2416	THE PRESS-ENTERPRISE	06/18/2020	Regular	0.00	273.60	105910

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Date Range: 06/11/2020 Item 1. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0011387359	Invoice	06/18/2020	ADVERTISING	0.00	132.00	
	100-1350-7020-0000		ADVERTISING		132.00	
0011387362	Invoice	06/18/2020	ADVERTISING	0.00	141.60	
	100-1350-7020-0000		ADVERTISING		141.60	
4106	TRACY MORENO	06/18/2020	Regular	0.00	30.00	105911
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 970147	Invoice	06/18/2020	DAYCAMP REFUND	0.00	30.00	
	100-0000-4575-0000		DAY CAMP PROGRAM		30.00	
2459	UFI URBAN FUTURES	06/18/2020	Regular	0.00	1,350.00	105912
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0520-007	Invoice	06/18/2020	PROFESSIONAL SERVICES	0.00	1,350.00	
	100-1200-7068-0000		CONTRACTUAL SERVICES		1,350.00	
4110	VANDELINA CASTALDO	06/18/2020	Regular	0.00	30.00	105913
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 973573	Invoice	06/18/2020	DAYCAMP REFUND	0.00	30.00	
	100-0000-4575-0000		DAY CAMP PROGRAM		30.00	
4109	VELMA PADILLA	06/18/2020	Regular	0.00	210.00	105914
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 964746	Invoice	06/18/2020	DAYCAMP REFUND	0.00	210.00	
	100-0000-4575-0000		DAY CAMP PROGRAM		210.00	
4111	VERONICA ALBARRAN	06/18/2020	Regular	0.00	30.00	105915
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 971763	Invoice	06/18/2020	DAYCAMP REFUND	0.00	30.00	
	100-0000-4575-0000		DAY CAMP PROGRAM		30.00	
3209	VPLS SOLUTIONS LLC	06/18/2020	Regular	0.00	9,698.20	105916
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6739	Invoice	06/18/2020	EQUIPMENT RENTAL	0.00	1,251.00	
	100-1230-7075-0000		EQUIPMENT LEASING/RE		1,251.00	
7209	Invoice	06/18/2020	VPLS Fortinet Install Pro Services	0.00	8,447.20	
	500-0000-8990-0000		CAPITAL OUTLAY		2,236.00	
	500-0000-8990-0000		CAPITAL OUTLAY		6,211.20	
2520	WALMART	06/18/2020	Regular	0.00	216.12	105917
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
P927300G50190	Invoice	06/18/2020	DEPT SUPPLIES	0.00	215.91	
	100-1550-7070-0000		SPECIAL DEPT SUPPLIES		215.91	
STATEMENT 05/1	Invoice	06/18/2020	LATE CHARGE	0.00	0.21	
	100-1225-7052-0000		CREDIT CARD FEES		0.21	
4112	WENDY POWELL	06/18/2020	Regular	0.00	195.00	105918
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 973604	Invoice	06/18/2020	DAYCAMP REFUND	0.00	195.00	
	100-0000-4575-0000		DAY CAMP PROGRAM		195.00	

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Date Range: 06/11/2020 Item 1. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2546	WILLDAN ENGINEERING	06/18/2020	Regular	0.00	4,725.00	105919
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>002-22407</u>	Invoice	06/18/2020	FY 19-20 PO for Insepction Services	0.00	4,725.00	
	<u>100-2150-7067-0000</u>		INSPECTIONS		4,140.00	
	<u>100-2150-7067-0000</u>		INSPECTIONS		585.00	
3254	WOOD ENVIRONMENT & INFRASTRUCTURE SO	06/18/2020	Regular	0.00	665.00	105920
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>544142642</u>	Invoice	06/18/2020	BIOLOGICAL RESOURCE ASSISTANCE TO P	0.00	665.00	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		665.00	
2555	XYLEM DEWATERING SOLUTIONS U.S.A INC	06/18/2020	Regular	0.00	4,497.49	105921
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>05-28-2020</u>	Invoice	06/28/2020	PUMP RENTAL FOR NOBLE CREEK LIFT STA	0.00	4,497.49	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		4,497.49	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	123	48	0.00	121,154.02
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-1,087.15
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	123	53	0.00	120,066.87

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	123	48	0.00	121,154.02
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-1,087.15
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	123	53	0.00	120,066.87

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2020	120,066.87
			120,066.87



WARRANTS TO BE RATIFIED

Thursday, June 25, 2020

Printed Checks	105922-106056	\$	424,885.41	FY 19/20
ACH	302-308	\$	1,558,214.94	
	A/P Total	\$	<u>1,983,100.35</u>	
Wires	Credit State of California	\$	23,000,000.00	Transfer to LAIF account
Bank Drafts	MG Trust	\$	22,192.23	457 Paydate 06/05/20
		\$	5,021.84	401-A Paydate 06/05/20
		\$	519.58	FICA Paydate 06/05/20
		\$	22,030.41	457 Paydate 06/19/20
		\$	5,021.84	401-A Paydate 06/19/20
		\$	519.58	FICA Paydate 06/19/20
	Kaiser Foundation	\$	178.00	HSA Payment
	Merchant Banked	\$	898.25	Credit Card Dispute
Payroll	Paychex	\$	500,173.46	Paydate 06/19/20

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

SIGNATURE: *Bandy Smith*
 TITLE: CITY TREASURER

SIGNATURE: *[Signature]*
 TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Item 1.
Check Report

By Check Number

Date Range: 06/19/2020 - 06/25/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1036	ALBERT A. WEBB ASSOCIATES	06/25/2020	EFT	0.00	110,935.65	302
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>201860</u>	Invoice	06/25/2020	Eng. Feasibility Study for Recycle Water St	0.00	4,346.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		4,346.00	
<u>201964</u>	Invoice	06/25/2020	Engineering Services During Construction	0.00	91,793.62	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		91,793.62	
<u>201965</u>	Invoice	06/25/2020	Engineering Services During Const. - BRIN	0.00	9,296.65	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		9,296.65	
<u>201966</u>	Invoice	06/25/2020	Engineering Services During Construction	0.00	1,864.02	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		1,864.02	
<u>201966 - 2</u>	Invoice	06/25/2020	Engineering Services During Const. - BRIN	0.00	1,587.86	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		1,587.86	
<u>202035</u>	Invoice	06/25/2020	WQMP	0.00	955.50	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		955.50	
<u>202036</u>	Invoice	06/25/2020	PERMITTING ASSISTANCE FOR THE AQMD	0.00	1,092.00	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		1,092.00	
3229	ICMA - RC	06/25/2020	EFT	0.00	3,941.21	303
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>PD 06/19/20</u>	Invoice	06/25/2020	EMPLOYEE CONTRIBUTIONS	0.00	3,941.21	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		2,928.84	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		112.37	
	<u>100-1200-6026-0000</u>		DEFERRED COMP		900.00	
2264	SEIU	06/25/2020	EFT	0.00	1,814.37	304
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>PD 06/19/20</u>	Invoice	06/25/2020	EMPLOYEE DUES	0.00	1,814.37	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		1,814.37	
2295	SLOVAK BARON EMPY MURPHY & PINKNEY	06/25/2020	EFT	0.00	104,713.70	305
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>58191</u>	Invoice	06/25/2020	LEGAL SERVICES	0.00	24,250.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		24,250.50	
<u>58192</u>	Invoice	06/25/2020	LEGAL SERVICES	0.00	14,067.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		14,067.00	
<u>58193</u>	Invoice	06/25/2020	LEGAL SERVICES	0.00	1,650.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		1,650.00	
<u>58194</u>	Invoice	06/25/2020	LEGAL SERVICES	0.00	962.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		962.50	
<u>58195</u>	Invoice	06/25/2020	LEGAL SERVICES	0.00	27.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		27.50	
<u>58196</u>	Invoice	06/25/2020	LEGAL SERVICES	0.00	1,155.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		1,155.00	
<u>58198</u>	Invoice	06/25/2020	LEGAL SERVICES	0.00	55.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		55.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>58200</u>	Invoice <u>100-1300-7068-000B</u>	06/25/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	247.50 247.50	
<u>58202</u>	Invoice <u>100-1300-7068-000B</u>	06/25/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	4,950.00 4,950.00	
<u>58203</u>	Invoice <u>100-1300-7068-000B</u>	06/25/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	3,877.50 3,877.50	
<u>58204</u>	Invoice <u>100-1300-7068-000B</u>	06/25/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	2,997.50 2,997.50	
<u>58205</u>	Invoice <u>100-1300-7068-000B</u>	06/25/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	440.00 440.00	
<u>58206</u>	Invoice <u>100-1300-7068-000B</u>	06/25/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	13.00 13.00	
<u>58208</u>	Invoice <u>100-1300-7068-000B</u>	06/25/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	2,796.30 2,796.30	
<u>58209</u>	Invoice <u>100-1300-7068-000B</u>	06/25/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	16,873.40 16,873.40	
<u>58210</u>	Invoice <u>100-1300-7068-000B</u>	06/25/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	478.00 478.00	
<u>58211</u>	Invoice <u>100-1300-7068-000B</u>	06/25/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	7,500.00 7,500.00	
<u>58212</u>	Invoice <u>215-0000-7036-0000</u>	06/25/2020	LEGAL SERVICES GRANT SPECIFIC COSTS	0.00	1,434.00 1,434.00	
<u>58218</u>	Invoice <u>100-1300-7068-000B</u>	06/25/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	14,369.50 14,369.50	
<u>58656</u>	Invoice <u>100-1300-7068-000B</u>	06/25/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	6,569.50 6,569.50	
3400	T.E. ROBERTS, INC	06/25/2020	EFT	0.00	305,820.84	306
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>APPLICATION 17</u>	Invoice <u>710-0000-8030-0000</u>	06/25/2020	Brine Line Reach 2 - Contractor CAPITAL IMPROVEMENT	0.00	305,820.84 305,820.84	
3396	W.M. LYLES CO.	06/25/2020	EFT	0.00	979,439.71	307
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>APPLICATION 18</u>	Invoice <u>710-0000-8030-0000</u>	06/25/2020	WWTP SALT MITIGATION UPGRADE - CON CAPITAL IMPROVEMENT	0.00	979,439.71 979,439.71	
3503	CITIZENS BUSINESS BANK	06/25/2020	EFT	0.00	51,549.46	308
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>APPLICATION 18</u>	Invoice <u>710-0000-8030-0000</u>	06/25/2020	W LYLES RETENTION ESCROW CAPITAL IMPROVEMENT	0.00	51,549.46 51,549.46	
3852	JAMES ROWELL	06/24/2020	Regular	0.00	7,682.39	105922
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>06/24/20 FINAL C</u>	Invoice <u>100-0000-2105-0000</u>	06/24/2020	COMP AND VACATION TIME PAYROLL SUSPENSE	0.00	7,682.39 7,682.39	
3852	JAMES ROWELL	06/24/2020	Regular	0.00	3,559.52	105923
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>06/24/20 FINAL C</u>	Invoice <u>100-0000-2105-0000</u>	06/24/2020	HOURS WORKED PAYROLL SUSPENSE	0.00	3,559.52 3,559.52	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4001	AARON STATHAM	06/25/2020	Regular	0.00	51.79	105924
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>06-002972-08</u>	Invoice	06/24/2020	REIMBURSEMENT ON FINAL UTILITY ACC	0.00	51.79	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		51.79	
4117	ABRAHAM GONZALEZ	06/25/2020	Regular	0.00	62.12	105925
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-009220-04</u>	Invoice	06/24/2020	REIMBURSEMENT ON FINAL UTILITY ACC	0.00	62.12	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		62.12	
4119	ADAM STAWNICZY	06/25/2020	Regular	0.00	55.09	105926
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>04-011020-03</u>	Invoice	06/24/2020	REIMBURSEMENT ON FINAL UTILITY ACC	0.00	55.09	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		55.09	
4016	ADRIAN HERNANDEZ	06/25/2020	Regular	0.00	62.22	105927
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>06-011804-02</u>	Invoice	06/24/2020	REIMBURSEMENT ON FINAL UTILITY ACC	0.00	62.22	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		62.22	
1023	ADVANCED WORKPLACE STRATEGIES	06/25/2020	Regular	0.00	71.00	105928
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>426086</u>	Invoice	06/25/2020	EMPLOYEE MEDICAL SERVICES	0.00	71.00	
	<u>100-6050-6019-0000</u>		FIRST AID		71.00	
4118	ALEJANDRO OCHOA	06/25/2020	Regular	0.00	90.59	105929
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-071801-03</u>	Invoice	06/24/2020	REIMBURSEMENT ON FINAL UTILITY ACC	0.00	90.59	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		90.59	
4120	ALICE VANG	06/25/2020	Regular	0.00	33.04	105930
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>03-008185-03</u>	Invoice	06/24/2020	REIMBURSEMENT ON FINAL UTILITY ACC	0.00	33.04	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		33.04	
4121	ALISON CAPOTE	06/25/2020	Regular	0.00	238.60	105931
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-009178-04</u>	Invoice	06/24/2020	REIMBURSEMENT ON FINAL UTILITY ACC	0.00	238.60	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		238.60	
1050	AMAZON CAPITAL SERVICES	06/25/2020	Regular	0.00	1,292.29	105932
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1Q96-XVF6-1YPX</u>	Invoice	06/25/2020	COMPUTER SUPPLIES	0.00	894.30	
	<u>100-6050-7072-0000</u>		COMPUTER SUPPLIES/MA		894.30	
<u>1WDN-LC1V-JQTJ</u>	Invoice	06/25/2020	OFFICE SUPPLIES	0.00	43.09	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		43.09	
<u>1XDP-4QF6-4JME</u>	Invoice	06/25/2020	OFFICE SUPPLIES	0.00	354.90	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		354.90	
1053	AMERICAN FORENSIC NURSES	06/25/2020	Regular	0.00	203.84	105933

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>73435</u>	Invoice <u>100-2050-7068-0000</u>	06/25/2020	American Forensic Nurses - Services CONTRACTUAL SERVICES	0.00	87.36	
<u>73460</u>	Invoice <u>100-2050-7068-0000</u>	06/25/2020	American Forensic Nurses - Services CONTRACTUAL SERVICES	0.00	116.48	
4123	ANCHO ZHANG	06/25/2020	Regular	0.00	75.38	105934
<u>07-009938-05</u>	Invoice <u>700-0000-4750-0000</u>	06/24/2020	REIMBURSEMENT ON FINAL UTILITY ACC SEWER SERVICE FEES	0.00	75.38	
4124	ANDREW BAKER	06/25/2020	Regular	0.00	140.90	105935
<u>07-008824-07</u>	Invoice <u>700-0000-4750-0000</u>	06/24/2020	REIMBURSEMENT ON FINALED UTILITY A SEWER SERVICE FEES	0.00	140.90	
4127	ANGELA TAFOLLA	06/25/2020	Regular	0.00	40.61	105936
<u>05-010778-04</u>	Invoice <u>700-0000-4750-0000</u>	06/24/2020	REIMBURSEMENT ON FINALED UTILITY A SEWER SERVICE FEES	0.00	40.61	
4126	ANGELICA NAVA	06/25/2020	Regular	0.00	128.70	105937
<u>03-008361-04</u>	Invoice <u>700-0000-4750-0000</u>	06/24/2020	REIMBURSEMENT ON FINALED UTILITY A SEWER SERVICE FEES	0.00	128.70	
3708	ANGELIQUE MEURER	06/25/2020	Regular	0.00	11.71	105938
<u>04-011299-03 CH</u>	Invoice <u>700-0000-4750-0000</u>	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY SEWER SERVICE FEES	0.00	11.71	
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	06/25/2020	Regular	0.00	685.00	105939
<u>622866</u>	Invoice <u>100-6000-7068-6026</u> <u>100-6000-7068-6027</u> <u>100-6000-7068-6029</u> <u>100-6000-7068-6030</u> <u>100-6000-7068-6032</u> <u>100-6000-7068-6040</u> <u>100-6000-7068-6041</u> <u>100-6000-7068-6045</u> <u>100-6000-7068-6045</u> <u>100-6000-7068-6048</u> <u>100-6000-7068-6055</u> <u>100-6000-7068-6060</u> <u>750-7000-7068-0000</u> <u>750-7300-7068-0000</u>	06/25/2020	Pest control for city buildings CONTRACTUAL SVC - CITY CONTRACTUAL SVC - CITY CONTRACTUAL SVC - CITY CONTRACTUAL SVC - CITY CONTRACTUAL SVC - CITY CONTRACTUAL SVC - POLI CONTRACTUAL SVC - POLI CONTRACTUAL SVC - COM CONTRACTUAL SVC - COM CONTRACTUAL SERVICES CONTRACTUAL SVC- FIRE CONTRACTUAL SVC- 713 CONTRACTUAL SERVICES CONTRACTUAL SERVICES	0.00	685.00	
1080	ARAMARK	06/25/2020	Regular	0.00	49.87	105940

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1662356	Invoice	06/25/2020	OFFICE SUPPLIES	0.00	49.87	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		49.87	
4128	ARLENE PETERS	06/25/2020	Regular	0.00	42.90	105941
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03-000658-03	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	42.90	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		42.90	
4129	ARON SOTO	06/25/2020	Regular	0.00	22.05	105942
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07-073762-02	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	22.05	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		22.05	
3661	ARROWHEAD GROUP INC	06/25/2020	Regular	0.00	6,120.00	105943
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
24748	Invoice	06/25/2020	Backflow testing and ccertification city wi	0.00	6,120.00	
	<u>100-6050-7068-5999</u>		CONTRACT SVC - ALL PAR		6,120.00	
1100	AUTOZONE	06/25/2020	Regular	0.00	336.14	105944
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2882326388	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	100.20	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		100.20	
2882326746	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	161.61	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		161.61	
2882332408	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	74.33	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		74.33	
3752	BAKER ELECTRIC INC	06/25/2020	Regular	0.00	52,303.34	105945
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
36699	Invoice	06/25/2020	Public Electric Vehicle Charging Station	0.00	52,303.34	
	<u>760-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		52,303.34	
1109	BANK OF HEMET	06/25/2020	Regular	0.00	3,726.94	105946
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1280837350 07/0	Invoice	06/25/2020	BATWING LAWNMOWER FY 19/20	0.00	3,726.94	
	<u>100-6050-8040-0000</u>		EQUIPMENT		3,726.94	
2622	BANNING GLASS, MIRROR & SCREEN	06/25/2020	Regular	0.00	610.94	105947
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06/05/20	Invoice	06/25/2020	BUS PROTECTIVE SUPPLIES	0.00	610.94	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		610.94	
4130	BARBARA PILI	06/25/2020	Regular	0.00	74.77	105948
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11-000811-01	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	74.77	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		74.77	
4131	BART ANTISTA	06/25/2020	Regular	0.00	116.07	105949

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>05-005640-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	116.07	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		116.07	
3129	BC RENTALS, INC	06/25/2020	Regular	0.00	531.91	105950
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>0049951-IN</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	531.91	
	<u>750-7700-7037-0000</u>		VEHICLE MAINTENANCE		531.91	
4030	BEA HERRERA	06/25/2020	Regular	0.00	26.07	105951
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>07-003114-05</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	26.07	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		26.07	
1127	BEAUMONT DO IT BEST HOME CENTER	06/25/2020	Regular	0.00	442.99	105952
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>488330</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	105.67	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		105.67	
<u>488358</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	163.84	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		163.84	
<u>488371</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	72.68	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		72.68	
<u>488387</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	48.79	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		48.79	
<u>488440</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	52.01	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		52.01	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	06/25/2020	Regular	0.00	5,110.00	105953
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>PD 06/05/20-06/</u>	Invoice	06/25/2020	POLICE DUES	0.00	5,110.00	
	<u>100-0000-2035-0000</u>		C.O.P.S. DUES		5,110.00	
4171	BEN FACER	06/25/2020	Regular	0.00	543.32	105954
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>03-009942-03</u>	Invoice	06/25/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	543.32	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		543.32	
4132	BETTY HORTON	06/25/2020	Regular	0.00	21.07	105955
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>04-017295-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	21.07	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		21.07	
1161	BIO-TOX LABORATORIES	06/25/2020	Regular	0.00	537.00	105956
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>39673</u>	Invoice	06/25/2020	Bio Tox Blood Draw Analysis	0.00	537.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		537.00	
4134	BIT TRUST	06/25/2020	Regular	0.00	21.21	105957

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>05-001494-04</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	21.21	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		21.21	
4138	BOBBY ERZINGER	06/25/2020	Regular	0.00	111.50	105958
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>03-000590-06</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	111.50	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		111.50	
4139	BRAD BRIDGES	06/25/2020	Regular	0.00	37.15	105959
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07-074146-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	37.15	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		37.15	
4135	BRAD CAMP	06/25/2020	Regular	0.00	16.09	105960
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07-071361-03</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	16.09	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		16.09	
4004	BRECKENRIDGE PROP FUND 2016 LLC	06/25/2020	Regular	0.00	23.97	105961
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>06-010744-03</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	23.97	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		23.97	
3998	BRENDA & CURTIS KOLB	06/25/2020	Regular	0.00	65.52	105962
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>05-014666-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	65.52	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		65.52	
4048	BRENTON S. DAVIS	06/25/2020	Regular	0.00	991.11	105963
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>DD00388</u>	Invoice	06/25/2020	certification of fire extinguishers for Trans	0.00	991.11	
	<u>750-7000-7090-0000</u>		EQUIPMENT SUPPLIES/M certification of fire extinguishers		991.11	
4136	BRIAN HARDY	06/25/2020	Regular	0.00	316.74	105964
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>03-008040-04</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	316.74	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		316.74	
4006	BRIAN JESSOP	06/25/2020	Regular	0.00	11.33	105965
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>06-011083-04</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	11.33	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		11.33	
4000	BRIANA HABERMAN	06/25/2020	Regular	0.00	152.93	105966
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>06-002527-16</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	152.93	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		152.93	
4137	BRYAN HARLACKER	06/25/2020	Regular	0.00	12.29	105967

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07-073608-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	12.29	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		12.29	
3721	BULLETPROOF IT, LLC	06/25/2020	Regular	0.00	9,575.00	105968
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>05612020</u>	Invoice	06/25/2020	Visors and Helmets	0.00	9,575.00	
	<u>240-2355-7096-0000</u>		JAG GRANT COSTS		1,900.00	
	<u>240-2355-7096-0000</u>		JAG GRANT COSTS		7,600.00	
	<u>240-2355-7096-0000</u>		JAG GRANT COSTS		75.00	
3602	BURRTEC WASTE GROUP, INC	06/25/2020	Regular	0.00	39,640.37	105969
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>06022020-3</u>	Invoice	06/25/2020	SLUDGE HAULING SERVICES	0.00	39,640.37	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		34,000.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		5,640.37	
1219	CAPIO	06/25/2020	Regular	0.00	20.00	105970
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>9944</u>	Invoice	06/25/2020	EMPLOYEE EDUCATION	0.00	20.00	
	<u>100-1200-7066-0000</u>		TRAVEL, EDUCATION, TRA		20.00	
4032	CARMIMA RODRIGUEZ	06/25/2020	Regular	0.00	15.10	105971
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>07-072813-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	15.10	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		15.10	
4140	CAROL AKER	06/25/2020	Regular	0.00	18.76	105972
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>04-000882-01</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	18.76	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		18.76	
4141	CARRIE LOWE	06/25/2020	Regular	0.00	56.06	105973
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>07-073522-05</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	56.06	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		56.06	
1242	CED	06/25/2020	Regular	0.00	475.72	105974
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>0954-478137</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	113.14	
	<u>760-0000-8044-0000</u>		BUS LIFT/JACKSTAND/TO		113.14	
<u>0954-478138</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	336.72	
	<u>760-0000-8044-0000</u>		BUS LIFT/JACKSTAND/TO		336.72	
<u>0954-478162</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	25.86	
	<u>760-0000-8044-0000</u>		BUS LIFT/JACKSTAND/TO		25.86	
4142	CEDRIC SHAW	06/25/2020	Regular	0.00	102.84	105975
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>07-070799-06</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	102.84	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		102.84	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4143	CHARLIE LAM	06/25/2020	Regular	0.00	33.46	105976
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>05-014458-05</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	33.46	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		33.46	
4144	CHRIS SCARFONE	06/25/2020	Regular	0.00	48.72	105977
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-071669-03</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	48.72	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		48.72	
4145	CHRISTINA MENDEZ	06/25/2020	Regular	0.00	16.96	105978
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-071161-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	16.96	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		16.96	
4146	CHRISTOPHER STONE	06/25/2020	Regular	0.00	49.54	105979
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-071848-04</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	49.54	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		49.54	
3503	CITIZENS BUSINESS BANK	06/25/2020	Regular	0.00	22.54	105980
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-072584-04</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	22.54	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		22.54	
4147	COLBY VENDVILLE	06/25/2020	Regular	0.00	138.55	105981
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>005-005674-05</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	138.55	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		138.55	
4014	COLFIN LLC	06/25/2020	Regular	0.00	41.62	105982
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>06-011565-03</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	41.62	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		41.62	
1310	COLONIAL LIFE	06/25/2020	Regular	0.00	1,123.78	105983
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>JUNE 2020, SEPT</u>	Invoice	06/25/2020	EMPLOYEE OPTIONAL INSURANCE	0.00	1,123.78	
	<u>100-0000-2051-0000</u>		COLONIAL INS-WITHHOL		1,123.78	
4148	COREY RILEY	06/25/2020	Regular	0.00	45.07	105984
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>05-010353-06</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	45.07	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		45.07	
4149	CORINTHIAN JONES	06/25/2020	Regular	0.00	112.46	105985
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-074252-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	112.46	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		112.46	
1343	CRAIG HOOPER	06/25/2020	Regular	0.00	181.03	105986

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07-009750-06</u>	Invoice <u>700-0000-4750-0000</u>	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY SEWER SERVICE FEES	0.00	181.03 181.03	
1344	CREATIVE BUS SALES, INC	06/25/2020	Regular	0.00	353.23	105987
<u>5188750</u>	Invoice <u>750-8100-7037-0000</u>	06/25/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	1,316.51 1,316.51	
<u>5189585</u>	Invoice <u>750-7400-7037-0000</u>	06/25/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	140.06 140.06	
<u>5194552</u>	Invoice <u>750-7400-7037-0000</u>	06/25/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	202.76 202.76	
<u>5197627</u>	Credit Memo <u>750-8100-7037-0000</u>	06/25/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	-1,306.10 -1,306.10	
1353	CUSTOM TROPHIES	06/25/2020	Regular	0.00	21.82	105988
<u>001352</u>	Invoice <u>100-2050-7035-0000</u>	06/25/2020	OFFICE SUPPLIES LOCAL MEETINGS	0.00	21.82 21.82	
4150	DANA SALAS	06/25/2020	Regular	0.00	299.45	105989
<u>07-072946-02</u>	Invoice <u>700-0000-4750-0000</u>	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY SEWER SERVICE FEES	0.00	299.45 299.45	
4151	DANIEL GRAY	06/25/2020	Regular	0.00	58.27	105990
<u>07-072478-02</u>	Invoice <u>700-0000-4750-0000</u>	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY SEWER SERVICE FEES	0.00	58.27 58.27	
1237	DANIEL WILLIAM DOPP	06/25/2020	Regular	0.00	1,395.00	105991
<u>034</u>	Invoice <u>100-2030-7039-0000</u>	06/25/2020	EMERGENCY SERVICES CODE ENFORCEMENT	0.00	210.00 210.00	
<u>058</u>	Invoice <u>100-2050-7068-0000</u>	06/25/2020	EMERGENCY SERVICES CONTRACTUAL SERVICES	0.00	300.00 300.00	
<u>059</u>	Invoice <u>100-2050-7068-0000</u>	06/25/2020	EMERGENCY SERVICES CONTRACTUAL SERVICES	0.00	300.00 300.00	
<u>060</u>	Invoice <u>100-2050-7068-0000</u>	06/25/2020	EMERGENCY SERVICES CONTRACTUAL SERVICES	0.00	300.00 300.00	
<u>062</u>	Invoice <u>100-2030-7039-0000</u>	06/25/2020	EMERGENCY SERVICES CODE ENFORCEMENT	0.00	285.00 285.00	
4152	DANNY PHAM	06/25/2020	Regular	0.00	182.44	105992
<u>11-011066-02</u>	Invoice <u>700-0000-4750-0000</u>	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY SEWER SERVICE FEES	0.00	182.44 182.44	
4153	DAVID B. ANDRE	06/25/2020	Regular	0.00	21.20	105993

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>04-146736-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	21.20	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		21.20	
4154	DENNIS & RUTH TURCOTTE	06/25/2020	Regular	0.00	50.00	105994
<u>04-018689-04</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	50.00	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		50.00	
4155	DESIREE BLOCK	06/25/2020	Regular	0.00	61.70	105995
<u>04-017016-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	61.70	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		61.70	
4024	DEVIN DELGADO	06/25/2020	Regular	0.00	17.62	105996
<u>06-011999-03</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	17.62	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		17.62	
1424	DIRECTV	06/25/2020	Regular	0.00	180.99	105997
<u>37528482505</u>	Invoice	06/25/2020	BUILDING UTILITY	0.00	180.99	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		180.99	
4156	DONALD BURGE	06/25/2020	Regular	0.00	96.23	105998
<u>07-009187-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	96.23	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		96.23	
4157	DOROTHY FENSTER	06/25/2020	Regular	0.00	131.96	105999
<u>03-000497-04</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	131.96	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		131.96	
4036	DOUGLAS FLORES	06/25/2020	Regular	0.00	185.25	106000
<u>07-009730-04</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	185.25	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		185.25	
4158	EDWARD BUTTERRICK	06/25/2020	Regular	0.00	75.85	106001
<u>07-008758-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	75.85	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		75.85	
4159	EDWARD PETERSON	06/25/2020	Regular	0.00	33.61	106002
<u>04-017269-04</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	33.61	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		33.61	
4160	ELITE REALTY GROUP	06/25/2020	Regular	0.00	23.20	106003

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>04-001356-04</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	23.20	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		23.20	
4161	ELIZABETH BETANCOURT'VERD	06/25/2020	Regular	0.00	19.31	106004
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07-073409-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	19.31	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		19.31	
4162	ELSA MARROQUIN	06/25/2020	Regular	0.00	119.54	106005
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>05-014589-01</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	119.54	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		119.54	
4163	EMMA ACOSTA	06/25/2020	Regular	0.00	133.83	106006
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>04-017322-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	133.83	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		133.83	
4164	EMMA DUARTE	06/25/2020	Regular	0.00	107.88	106007
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>04-001127-11</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	107.88	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		107.88	
1479	ENTENMANN-ROVIN CO	06/25/2020	Regular	0.00	308.15	106008
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0152404-IN</u>	Invoice	06/25/2020	EMPLOYEE UNIFORMS	0.00	308.15	
	<u>100-2050-7065-0000</u>		UNIFORMS		308.15	
4165	ERIC MILLS	06/25/2020	Regular	0.00	49.51	106009
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07-073562-02</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	49.51	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		49.51	
4166	ERIC MILNER	06/25/2020	Regular	0.00	18.03	106010
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07-073377-03</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	18.03	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		18.03	
4167	ERIK JAHR	06/25/2020	Regular	0.00	110.05	106011
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>03-008188-05</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	110.05	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		110.05	
4168	ERIKA CYPERT	06/25/2020	Regular	0.00	105.81	106012
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>04-017314-05</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	105.81	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		105.81	
4169	ERIN CASTANEDA	06/25/2020	Regular	0.00	57.56	106013

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>05-010229-04</u>	Invoice	06/24/2020	REIMBURSE CREDIT ON FINALED UTILITY	0.00	57.56	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES		57.56	
1501	FAIRVIEW FORD	06/25/2020	Regular	0.00	675.02	106014
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>701372</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	424.14	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		424.14	
<u>701417</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	154.59	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		154.59	
<u>701608</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	31.98	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		31.98	
<u>703808</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	64.31	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		64.31	
1518	FLYERS ENERGY	06/25/2020	Regular	0.00	73.03	106015
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>CFS-2262786</u>	Invoice	06/25/2020	FUEL EXPENSE	0.00	73.03	
	<u>750-7600-7050-0000</u>		FUEL		73.03	
1519	FORD MOTOR CREDIT CO.	06/25/2020	Regular	0.00	2,224.03	106016
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>1752326</u>	Invoice	06/24/2020	Ford Motor Credit	0.00	2,224.03	
	<u>100-2050-8060-0000</u>		VEHICLES		2,224.03	
1533	FRONTIER COMMUNICATIONS	06/25/2020	Regular	0.00	1,077.20	106017
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>213-180-1992-06</u>	Invoice	06/25/2020	PHONE UTILITY	0.00	175.98	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		175.98	
<u>951-769-5188-04</u>	Invoice	06/25/2020	PHONE UTILITY	0.00	351.03	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		351.03	
<u>951-769-8534-04</u>	Invoice	06/25/2020	PHONE UTILITY	0.00	314.00	
	<u>700-4050-7015-0000</u>		TELEPHONE		314.00	
<u>951-845-9839-09</u>	Invoice	06/25/2020	PHONE UTILITY	0.00	111.98	
	<u>100-1230-7015-6041</u>		TELEPHONE (PD ANNEX)		111.98	
<u>951-922-6646-04</u>	Invoice	06/25/2020	PHONE UTILITY	0.00	124.21	
	<u>700-4050-7015-0000</u>		TELEPHONE		124.21	
1553	GALLS INC.	06/25/2020	Regular	0.00	277.31	106018
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>BC1136782</u>	Invoice	06/25/2020	EMPLOYEE UNIFORMS	0.00	277.31	
	<u>100-2050-7065-0000</u>		UNIFORMS		277.31	
2959	GEORGE PATINO	06/25/2020	Regular	0.00	40.00	106019
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>RCT 972911</u>	Invoice	06/25/2020	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		40.00	
1638	HOWARD'S	06/25/2020	Regular	0.00	4,253.00	106020

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2031</u>	Invoice	06/25/2020	WEED ABATEMENT	0.00	283.00	
	<u>100-2030-7155-0000</u>		WEED ABATEMENT/VECT WEED ABATEMENT		283.00	
<u>2034</u>	Invoice	06/25/2020	WEED ABATEMENT	0.00	388.00	
	<u>100-2030-7155-0000</u>		WEED ABATEMENT/VECT WEED ABATEMENT		388.00	
<u>2041</u>	Invoice	06/25/2020	WEED ABATEMENT	0.00	2,771.00	
	<u>100-2030-7155-0000</u>		WEED ABATEMENT/VECT WEED ABATEMENT		2,771.00	
<u>2056</u>	Invoice	06/25/2020	WEED ABATEMENT	0.00	248.00	
	<u>100-2030-7155-0000</u>		WEED ABATEMENT/VECT WEED ABATEMENT		248.00	
<u>2059</u>	Invoice	06/25/2020	WEED ABATEMENT	0.00	563.00	
	<u>100-2030-7155-0000</u>		WEED ABATEMENT/VECT WEED ABATEMENT		563.00	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	06/25/2020	Regular	0.00	308.62	106021
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>33065</u>	Invoice	06/25/2020	Transcription Services	0.00	308.62	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES Transcription Services		308.62	
3743	ICE CARE COMPANY	06/25/2020	Regular	0.00	926.61	106022
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>06/15/20</u>	Invoice	06/25/2020	EQUIPMENT MAINTENANCE	0.00	926.61	
	<u>100-6000-7090-6045</u>		EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE		926.61	
4122	JOSEPH A. NEVAREZ	06/25/2020	Regular	0.00	1,950.00	106023
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>2020-002</u>	Invoice	06/25/2020	PROFESSIONAL SERVICES	0.00	1,950.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES PROFESSIONAL SERVICES		1,950.00	
4172	JUSTINE ROMERO	06/25/2020	Regular	0.00	500.00	106024
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>RCT 959285 & 95</u>	Invoice	06/25/2020	DEPOSIT REFUND	0.00	500.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL DEPOSIT REFUND		500.00	
1770	K HOVNIANIAN	06/25/2020	Regular	0.00	2,089.24	106025
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>06/25/20</u>	Invoice	06/25/2020	REIMURSE CREDIT ON FINALED UTILITY A	0.00	2,089.24	
	<u>700-0000-4750-0000</u>		SEWER SERVICE FEES REIMURSE CREDIT ON FINALED		2,089.24	
3379	LAW OFFICES BURKE, WILLIAMS & SORENSEN,	06/25/2020	Regular	0.00	3,662.00	106026
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>255295</u>	Invoice	06/25/2020	LEGAL SERVICES	0.00	3,662.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES LEGAL SERVICES		3,662.00	
1895	M BREY ELECTRIC INC	06/25/2020	Regular	0.00	856.94	106027
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>5872</u>	Invoice	06/25/2020	ELECTRICAL SERVICES FOR WASTE WATER	0.00	183.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES ELECTRICAL SERVICES FOR WAS		183.00	
<u>5873</u>	Invoice	06/25/2020	ELECTRICAL SERVICES FOR WASTE WATER	0.00	673.94	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES ELECTRICAL SERVICES FOR WAS		673.94	
1904	MARCEDES CASHMER	06/25/2020	Regular	0.00	238.50	106028

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>06/12/20</u>	Invoice	06/25/2020	ADVERTISING COSTS	0.00	238.50	
	<u>100-2050-7020-0000</u>		ADVERTISING		238.50	
3924	MARCUS A ANDREWS	06/25/2020	Regular	0.00	484.88	106029
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>109</u>	Invoice	06/25/2020	ELECTRICAL SERVICES	0.00	484.88	
	<u>100-6050-7068-5250</u>		CONTRACT SVC - RANGAL		484.88	
1984	NAPA AUTO PARTS	06/25/2020	Regular	0.00	64.10	106030
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>117641</u>	Invoice	06/25/2020	EQUIPMENT MAINTENANCE	0.00	64.10	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		64.10	
3028	OFFICE SOLUTIONS	06/25/2020	Regular	0.00	206.88	106031
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>I-01761616</u>	Invoice	06/25/2020	DEPT SUPPLIES	0.00	103.44	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		103.44	
<u>I-01762739</u>	Invoice	06/25/2020	DEPT SUPPLIES	0.00	103.44	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		103.44	
2009	O'REILLY AUTO PARTS	06/25/2020	Regular	0.00	790.69	106032
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2678-267380</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	154.34	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		154.34	
<u>2678-267420</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	44.61	
	<u>100-2150-7037-0000</u>		VEHICLE MAINTENANCE		44.61	
<u>2678-267612</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	181.07	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		181.07	
<u>2678-268017</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	118.47	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		118.47	
<u>2678-268246</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	46.79	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		46.79	
<u>2678-268253</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	97.88	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		97.88	
<u>2678-268530</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	26.50	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		26.50	
<u>2678-268606</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	109.19	
	<u>100-2100-7037-0000</u>		VEHICLE MAINTENANCE		109.19	
<u>2678-270196</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	11.84	
	<u>750-7700-7037-0000</u>		VEHICLE MAINTENANCE		11.84	
2039	PARKHOUSE TIRE, INC.	06/25/2020	Regular	0.00	1,629.58	106033
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2030188884</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	224.75	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		224.75	
<u>2030188987</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	48.00	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		48.00	
<u>2030189479</u>	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	1,356.83	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		1,356.83	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3455	PRISTINE UNIFORMS, LLC	06/25/2020	Regular	0.00	1,479.30	106034
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>8919</u>	Invoice	06/25/2020	EMPLOYEE UNIFORMS	0.00	717.02	
	<u>100-2050-7065-0000</u>		UNIFORMS		717.02	
<u>8921</u>	Invoice	06/25/2020	EMPLOYEE UNIFORMS	0.00	742.28	
	<u>100-2050-7065-0000</u>		UNIFORMS		742.28	
<u>8922</u>	Invoice	06/25/2020	EMPLOYEE UNIFORMS	0.00	20.00	
	<u>100-2050-7065-0000</u>		UNIFORMS		20.00	
2083	PROFORMA	06/25/2020	Regular	0.00	887.40	106035
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>B156001153A</u>	Invoice	06/25/2020	OFFICE SUPPLIES	0.00	887.40	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		887.40	
2079	PRO-PIPE & SUPPLY	06/25/2020	Regular	0.00	272.24	106036
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>5198917</u>	Invoice	06/25/2020	BUILDING MAINTENANCE	0.00	24.81	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		24.81	
<u>5199403</u>	Invoice	06/25/2020	BUILDING MAINTENANCE	0.00	135.77	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		135.77	
<u>5202415</u>	Invoice	06/25/2020	BUILDING MAINTENANCE	0.00	27.69	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		27.69	
<u>5202666</u>	Invoice	06/25/2020	BUILDING MAINTENANCE	0.00	63.56	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		63.56	
<u>5202813</u>	Invoice	06/25/2020	BUILDING MAINTENANCE	0.00	20.41	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		20.41	
3652	PRUDENTIAL OVERALL SUPPLY	06/25/2020	Regular	0.00	948.35	106037
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>22995967</u>	Invoice	06/25/2020	Prudential Uniforms	0.00	144.57	
	<u>750-7100-7065-0000</u>		UNIFORMS		17.57	
	<u>750-7400-7065-0000</u>		UNIFORMS		34.50	
	<u>750-7600-7065-0000</u>		UNIFORMS		29.13	
	<u>750-7700-7065-0000</u>		UNIFORMS		20.75	
	<u>750-7800-7065-0000</u>		UNIFORMS		20.75	
	<u>750-7900-7065-0000</u>		UNIFORMS		21.87	
<u>22995990</u>	Invoice	06/25/2020	Prudential Uniforms	0.00	54.20	
	<u>750-7300-7065-0000</u>		UNIFORMS		54.20	
<u>22996013</u>	Invoice	06/25/2020	Prudential Uniforms	0.00	99.44	
	<u>100-6050-7065-0000</u>		UNIFORMS		99.44	
<u>23002926</u>	Invoice	06/25/2020	Prudential Uniforms	0.00	144.57	
	<u>750-7100-7065-0000</u>		UNIFORMS		17.57	
	<u>750-7400-7065-0000</u>		UNIFORMS		34.50	
	<u>750-7600-7065-0000</u>		UNIFORMS		29.13	
	<u>750-7700-7065-0000</u>		UNIFORMS		20.75	
	<u>750-7800-7065-0000</u>		UNIFORMS		20.75	
	<u>750-7900-7065-0000</u>		UNIFORMS		21.87	
<u>23002960</u>	Invoice	06/25/2020	Prudential Uniforms	0.00	54.20	
	<u>750-7300-7065-0000</u>		UNIFORMS		54.20	
<u>23002964</u>	Invoice	06/25/2020	Prudential Uniforms	0.00	54.82	
	<u>700-4050-7065-0000</u>		UNIFORMS		54.82	
<u>23002986</u>	Invoice	06/25/2020	Prudential Uniforms	0.00	98.89	

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	100-6050-7065-0000		UNIFORMS		98.89	
<u>23006084</u>	Invoice	06/25/2020	Prudential Uniforms	0.00	144.57	
	<u>750-7100-7065-0000</u>		UNIFORMS		17.57	
	<u>750-7400-7065-0000</u>		UNIFORMS		34.50	
	<u>750-7600-7065-0000</u>		UNIFORMS		29.13	
	<u>750-7700-7065-0000</u>		UNIFORMS		20.78	
	<u>750-7800-7065-0000</u>		UNIFORMS		20.75	
	<u>750-7900-7065-0000</u>		UNIFORMS		21.84	
<u>23006133</u>	Invoice	06/25/2020	Prudential Uniforms	0.00	54.20	
	<u>750-7300-7065-0000</u>		UNIFORMS		54.20	
<u>23006167</u>	Invoice	06/25/2020	Prudential Uniforms	0.00	98.89	
	<u>100-6050-7065-0000</u>		UNIFORMS		98.89	
2092	PURCHASE POWER-2540	06/25/2020	Regular	0.00	1,057.24	106038
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>8000-9000-0098-</u>	Invoice	06/25/2020	POSTAGE	0.00	1,005.00	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		1,005.00	
<u>8000-9000-0779-</u>	Invoice	06/25/2020	POSTAGE	0.00	52.24	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		52.24	
2098	QUILL CORPORATON	06/25/2020	Regular	0.00	261.47	106039
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>7028199</u>	Invoice	06/25/2020	OFFICE SUPPLIES	0.00	31.45	
	<u>750-7700-7025-0000</u>		OFFICE SUPPLIES		31.45	
<u>7063058</u>	Invoice	06/25/2020	OFFICE SUPPLIES	0.00	37.70	
	<u>750-7400-7025-0000</u>		OFFICE SUPPLIES		37.70	
<u>7350120</u>	Invoice	06/25/2020	OFFICE SUPPLIES	0.00	120.38	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		120.38	
<u>7350288</u>	Invoice	06/25/2020	OFFICE SUPPLIES	0.00	71.94	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES		35.97	
	<u>100-3100-7025-0000</u>		OFFICE SUPPLIES		35.97	
2640	RAIMI + ASSOCIATES	06/25/2020	Regular	0.00	14,531.31	106040
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>20-3690</u>	Invoice	06/25/2020	GENERAL PLAN CONSULTING	0.00	14,531.31	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		14,531.31	
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	06/25/2020	Regular	0.00	14.00	106041
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>7347618</u>	Invoice	06/25/2020	DEPT SUPPLIES	0.00	14.00	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		14.00	
4115	SAN BERNARDINO VALLEY MUNICIPAL WATER	06/25/2020	Regular	0.00	31,981.95	106042
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>3460</u>	Invoice	06/25/2020	IEBL DISCHARGE FEES	0.00	31,981.95	
	<u>700-4050-7022-0000</u>		LICENSE, PERMITS, FEES		31,981.95	
2281	SHRED-IT	06/25/2020	Regular	0.00	471.04	106043
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>8129818662</u>	Invoice	06/25/2020	PROFESSIONAL SERVICES	0.00	471.04	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		471.04	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3260	SITEONE LANDSCAPE SUPPLY, LLC	06/25/2020	Regular	0.00	1,864.35	106044
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>100561056-001</u>	Invoice	06/25/2020	DEPT SUPPLIES	0.00	1,308.42	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR		1,308.42	
<u>99632727-001</u>	Invoice	06/25/2020	DEPT SUPPLIES	0.00	555.93	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR		555.93	
2309	SOUTH COAST AQMD	06/25/2020	Regular	0.00	275.26	106045
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>3643035</u>	Invoice	06/25/2020	HOT SPOTS PROGRAM FEE	0.00	137.63	
	<u>700-4050-7022-0000</u>		LICENSE, PERMITS, FEES		137.63	
<u>3644180</u>	Invoice	06/25/2020	HOT SPOTS PROGRAM FEE	0.00	137.63	
	<u>100-6000-7022-6040</u>		LICENSE, PERMITS, FEES -		137.63	
2311	SOUTHERN CALIFORNIA EDISON	06/25/2020	Regular	0.00	98,924.38	106046
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>06/25/20</u>	Invoice	06/25/2020	ELECTRIC UTILITY	0.00	98,924.38	
	<u>100-3250-7010-0000</u>		UTILITIES		12,195.12	
	<u>100-3250-7010-003X</u>		UTILITIES (IA 3)		2,522.78	
	<u>100-3250-7010-004X</u>		UTILITIES (IA 4)		274.78	
	<u>100-3250-7010-006B</u>		UTILITIES (IA 6B)		2,394.85	
	<u>100-3250-7010-007A</u>		UTILITIES (IA 7A)		11.28	
	<u>100-3250-7010-007B</u>		UTILITIES (IA 7B)		77.69	
	<u>100-3250-7010-008A</u>		UTILITIES (IA 8A)		323.73	
	<u>100-3250-7010-008C</u>		UTILITIES (IA 8C)		523.40	
	<u>100-3250-7010-011A</u>		UTILITIES (IA 11A)		145.98	
	<u>100-3250-7010-014B</u>		UTILITIES (IA 14B)		36.52	
	<u>100-3250-7010-014X</u>		UTILITIES (IA 14)		1,460.12	
	<u>100-3250-7010-018X</u>		UTILITIES (IA 18)		150.25	
	<u>100-3250-7010-019C</u>		UTILITIES (IA 19C)		2,520.75	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		854.32	
	<u>100-6000-7010-6025</u>		UTILITIES - CITY HALL		2,162.64	
	<u>100-6000-7010-6031</u>		UTILITIES - CITY HALL BLD		1,103.74	
	<u>100-6000-7010-6032</u>		UTILITIES - CITY HALL BLD		1,103.75	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT		3,529.80	
	<u>100-6000-7010-6041</u>		UTILITIES - POLICE ANNEX		294.16	
	<u>100-6000-7010-6055</u>		UTILITIES - FIRE STATION		621.24	
	<u>100-6050-7010-0000</u>		UTILITIES		654.97	
	<u>100-6050-7010-008C</u>		UTILITIES IA 8C		13.99	
	<u>100-6050-7010-008E</u>		UTILITIES IA 8E		12.05	
	<u>100-6050-7010-014X</u>		UTILITIES IA 14		12.32	
	<u>100-6050-7010-020X</u>		UTILITIES IA 20		11.28	
	<u>100-6050-7010-06A1</u>		UTILITIES IA 6A1		34.46	
	<u>700-4050-7010-0000</u>		UTILITIES		65,570.50	
	<u>750-7300-7010-0000</u>		UTILITIES		307.91	
2316	SOUTHLAND PETROLEUM INC	06/25/2020	Regular	0.00	1,005.48	106047
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1112 06/25/20</u>	Invoice	06/25/2020	NOV 2019 - MAY 2020	0.00	1,005.48	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		1,005.48	
4173	THE BEAUMONT GROUP	06/25/2020	Regular	0.00	343.88	106048

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>PW2019-0338</u>	Invoice	06/25/2020	REFUND OF UNUSED ESCROW FEES	0.00	343.88	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	REFUND OF UNUSED ESCROW F	343.88		
2405	THE COUNSELING TEAM	06/25/2020	Regular	0.00	1,000.00	106049
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>76430</u>	Invoice	06/25/2020	HIRING COSTS	0.00	1,000.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS	1,000.00		
3874	THE PAPE GROUP INC	06/25/2020	Regular	0.00	4,988.02	106050
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>PSV568754</u>	Invoice	06/25/2020	MAINTENANCE FOR 11 WW GENERATORS	0.00	969.38	
	<u>700-4050-7090-0000</u>	EQUIPMENT SUPPLIES/M	MAINTENANCE FOR 11 WW GE	969.38		
<u>PSV568756</u>	Invoice	06/25/2020	Generator Maintenance MESA	0.00	622.75	
	<u>700-4050-7090-0000</u>	EQUIPMENT SUPPLIES/M	Generator Maintenance MESA	622.75		
<u>PSV570461</u>	Invoice	06/25/2020	Generator Maintenance LITTLE LOWER O	0.00	726.63	
	<u>700-4050-7090-019C</u>	EQUIPMENT SUPPLIES/M	Generator Maintenance LITTLE	726.63		
<u>PSV570463</u>	Invoice	06/25/2020	Generator Maintenance for Lower Oak lift	0.00	736.63	
	<u>700-4050-7090-019C</u>	EQUIPMENT SUPPLIES/M	Generator Maintenance for Low	736.63		
<u>PSV570465</u>	Invoice	06/25/2020	Generator Maint. for Noble Creek	0.00	830.50	
	<u>700-4050-7090-002X</u>	EQUIPMENT SUPPLIES/M	Generator Maint. for Noble Cre	830.50		
<u>PSV570697</u>	Invoice	06/25/2020	Generator Maintenance Upper Oak	0.00	1,102.13	
	<u>700-4050-7090-0000</u>	EQUIPMENT SUPPLIES/M	Generator Maintenance Upper	1,102.13		
2651	TSR CONSTRUCTION AND INSPECTION	06/25/2020	Regular	0.00	72,067.00	106051
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>3</u>	Invoice	06/25/2020	Rangel Prk improvement project 2018-00	0.00	72,067.00	
	<u>215-0000-8020-0000</u>	LAND IMPROVEMENTS	Rangel Prk improvement project	72,067.00		
2457	TYLER WORKS - TECHNOLOGIES	06/25/2020	Regular	0.00	1,562.50	106052
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>025-298379</u>	Invoice	06/25/2020	EMPLOYEE TRAINING	0.00	1,562.50	
	<u>700-4050-7066-0000</u>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	1,562.50		
2517	VOYAGER	06/25/2020	Regular	0.00	25,088.95	106053

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
869065003022	Invoice	06/25/2020	FUEL EXPENSE	0.00	25,088.95	
	<u>100-2000-7050-0000</u>	FUEL	FUEL EXPENSE		443.32	
	<u>100-2030-7050-0000</u>	FUEL	FUEL EXPENSE		158.00	
	<u>100-2050-7050-0000</u>	FUEL	FUEL EXPENSE		9,691.12	
	<u>100-2100-7050-0000</u>	FUEL	FUEL EXPENSE		37.71	
	<u>100-2150-7050-0000</u>	FUEL	FUEL EXPENSE		158.04	
	<u>100-3100-7050-0000</u>	FUEL	FUEL EXPENSE		248.65	
	<u>100-3250-7050-0000</u>	FUEL	FUEL EXPENSE		1,460.58	
	<u>100-6050-7050-0000</u>	FUEL	FUEL EXPENSE		4,084.69	
	<u>700-4050-7050-0000</u>	FUEL	FUEL EXPENSE		689.78	
	<u>750-7100-7050-0000</u>	FUEL	FUEL EXPENSE		245.17	
	<u>750-7300-7050-0000</u>	FUEL	FUEL EXPENSE		272.24	
	<u>750-7400-7050-0000</u>	FUEL	FUEL EXPENSE		2,883.81	
	<u>750-7600-7050-0000</u>	FUEL	FUEL EXPENSE		496.04	
	<u>750-7700-7050-0000</u>	FUEL	FUEL EXPENSE		43.11	
	<u>750-7800-7050-0000</u>	FUEL	FUEL EXPENSE		178.16	
	<u>750-7900-7050-0000</u>	FUEL	FUEL EXPENSE		479.13	
	<u>750-8100-7050-0000</u>	FUEL	FUEL EXPENSE		1,892.83	
	<u>750-8200-7050-0000</u>	FUEL	FUEL EXPENSE		1,626.57	
3422	WAXIE SANITARY SUPPLY	06/25/2020	Regular	0.00	564.72	106054
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
79040876	Invoice	06/25/2020	OFFICE SUPPLIES	0.00	73.80	
	<u>215-0000-7036-0000</u>	GRANT SPECIFIC COSTS	OFFICE SUPPLIES		73.80	
79055513	Invoice	06/25/2020	BUILDING SUPPLIES	0.00	117.17	
	<u>100-6000-7085-6040</u>	BLDG MAINT - POLICE DE	BUILDING SUPPLIES		117.17	
79061014	Invoice	06/25/2020	OFFICE SUPPLIES	0.00	82.20	
	<u>215-0000-7036-0000</u>	GRANT SPECIFIC COSTS	OFFICE SUPPLIES		82.20	
79192056	Invoice	06/25/2020	OFFICE SUPPLIES	0.00	227.96	
	<u>215-0000-7036-0000</u>	GRANT SPECIFIC COSTS	OFFICE SUPPLIES		227.96	
79212786	Invoice	06/25/2020	OFFICE SUPPLIES	0.00	63.59	
	<u>215-0000-7036-0000</u>	GRANT SPECIFIC COSTS	OFFICE SUPPLIES		63.59	
2536	WELDORS SUPPLY AND STEEL CO	06/25/2020	Regular	0.00	150.30	106055
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
14905	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	85.17	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		85.17	
16023	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	7.87	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		7.87	
16071	Invoice	06/25/2020	VEHICLE MAINTENANCE	0.00	57.26	
	<u>215-0000-7036-0000</u>	GRANT SPECIFIC COSTS	VEHICLE MAINTENANCE		57.26	
3675	ZENITH AMERICAN SOLUTIONS	06/25/2020	Regular	0.00	23.56	106056

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Date Range: 06/19/202

Vendor Number Payable #	Vendor Name Payable Type Account Number	Payment Date Post Date	Payment Type Payable Description Account Name Item Description	Discount Amount Discount Amount	Payment Amount Payable Amount Distribution Amount	Number
PD 06/05/20-06/	Invoice 100-0000-2085-0000	06/25/2020	EMPLOYEE INSURANCE ZENITH WITHHOLDING EMPLOYEE INSURANCE	0.00	23.56 23.56	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	208	135	0.00	424,885.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	32	7	0.00	1,558,214.94
	240	142	0.00	1,983,100.35

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	208	135	0.00	424,885.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	32	7	0.00	1,558,214.94
	240	142	0.00	1,983,100.35

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2020	1,983,100.35
			1,983,100.35



Staff Report

TO: City Council
FROM: Todd Parton, City Manager
DATE: September 15, 2020
SUBJECT: Designation of Authorized Representatives for FEMA and Cal OES Disaster Assistance

Background and Analysis:

The City applies for assistance from Federal Emergency Management Agency (FEMA) and California's Governor's Office of Emergency Services (Cal OES) when major disasters strike. FEMA administers federal disaster assistance programs, and Cal OES administer state disaster assistance programs. A designation of applicant's agent resolution for non-state agencies is required to be on file with Cal OES and updated every 3 years.

By approving the attached resolution, the City Council designates the individuals who hold these specific positions to be the City's representatives to FEMA and Cal OES.

Fiscal Impact:

No fiscal impact.

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California Designating the City of Beaumont's Authorized Agent(s) for Non-State Agencies as Required by the California Office of Emergency Services."

Attachments:

A. Resolution

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT,
CALIFORNIA, DESIGNATING THE CITY OF BEAUMONT’S AUTHORIZED
AGENT(S) FOR NON-STATE AGENCIES AS REQUIRED BY THE
CALIFORNIA OFFICE OF EMERGENCY SERVICES**

BE IT RESOLVED by the City Council of the City of Beaumont that the
City Manager, or
Chief of Police, or
Assistant City Manager, or
Finance Director

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Emergency Management Agency and sub-granted through the State of California.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 15th day of September, 2020, by the following roll call vote:

- AYES
- NOES
- ABSENT
- ABSTAIN

Rey Santos, Mayor

ATTEST:

Nicole Wheelwright, Deputy City Clerk



Staff Report

TO: City Council
FROM: Sean Thuilliez, Chief of Police
DATE: September 15, 2020
SUBJECT: Approval of Animal Control Field Services Contract - Morongo

Background and Analysis:

The City of Beaumont ("City") currently contracts with the Morongo Band of Mission Indians ("Morongo") to provide limited Animal Control Field Services. The contract with Morongo is a "pay as you use" program. The current contract expires on November 20, 2020.

Under the terms of the contract, the Beaumont Animal Cares Program provides field services to the tribal areas of Morongo on a per call basis. The agreement provides the following services:

- a. If available, a trained animal control field service officer on duty ("ACO") seven (7) days a week, between the hours of 7 a.m. and 5 p.m., in which ACO shall be equipped with a motor vehicle suitable for the impoundment of small animals, including basic tools required to perform basic animal services. If such officer is not available, then Morongo shall be responsible for responding to calls for service.
- b. Beaumont will provide Morongo 24-hour access to Beaumont temporary kennels.
- c. Beaumont will provide transportation of impounded animals from Beaumont Police Department to Ramona Animal Shelter.

For each animal control service call-out, Morongo will agree to pay the City \$75.00 (which includes mileage expenses) on a per call basis, plus any actual costs incurred including, but not limited to, the impoundment of large or wild animals, tranquilizers, veterinary services, shelter services, additional officers, animal cruelty investigations, and any other services not within the scope of Basic Animal Services, billed monthly.

For each animal delivered by Morongo to the Beaumont Police Department, Morongo will agree to pay the City \$35.00 per impound, plus any actual costs incurred.

Fiscal Impact:

There is zero net impact to the general fund, as actual costs will be billed to Morongo. Monies collected from Morongo for per call costs will return to the general fund, offsetting costs of animal control services.

Recommended Action:

Renew the contract for a one-year term effective November 20, 2020, with the option of automatic one (1) year renewals for up to two (2) years.

Attachments:

- A. Agreement to Provide Animal Control Services to Morongo

Attachment A
Animal Control Services Agreement

AGREEMENT TO PROVIDE ANIMAL CONTROL FIELD SERVICES

THIS AGREEMENT is made and effective November 20, 2020, by and between the MORONGO BAND OF MISSION INDIANS ("Morongo") and the CITY OF BEAUMONT ("Beaumont"). Beaumont and Morongo are at times hereinafter collectively referred to as "Parties" or individually as a "Party".

RECITALS

A. Beaumont has the personnel, experience and equipment to provide animal control field services under the direction of Beaumont's Chief of Police.

B. Morongo has asked Beaumont to provide it with animal control field services. It is the purpose of this Agreement to set forth the terms and conditions by which Beaumont will do so.

AGREEMENT

NOW, THEREFORE, the consideration hereinafter set forth and subject to and upon the terms, covenants and conditions of this Agreement, the Parties agree as follows:

1. **Scope of Basic Animal Services.** Beaumont shall provide the following Basic Animal Services:

a. If available, a trained animal control field service officer on duty ("ACO") seven (7) days a week, between the hours of 7 a.m. and 5 p.m., which ACO shall be equipped with a motor vehicle suitable for the impoundment of small animals, including basic tools required to perform basic animal services. If such officer is not available, then Morongo shall be responsible for responding to calls for service.

b. Beaumont will provide Morongo 24 hour access to Beaumont temporary kennels.

c. Beaumont will provide transportation of impounded animals from Beaumont Police Department to Ramona Animal Shelter.

2. **Compensation.**

a. For each animal control service call-out, Morongo shall pay to Beaumont the sum of \$75.00 (which sum includes mileage expenses), plus any actual costs incurred including, but not limited to, the impoundment of large or wild animals, tranquilizers, veterinary services, shelter services, additional officers, animal cruelty investigations, and any other services not within the scope of Basic Animal Services, billed and paid monthly.

b. For each animal delivered by Morongo to the Beaumont Police Department, Morongo shall pay to Beaumont the sum of \$35.00, plus any actual costs incurred as listed in paragraph 2.a.

3. **Term of Agreement.** The initial term of this Agreement shall be for one (1) year with automatic one year renewals for two additional years unless terminated sooner as provided in section 5.

4. **Tribal Escort.** An ACO shall, whenever practicable, be accompanied by a Morongo Public Safety Officer on each service call.

5. **Termination.** Morongo or Beaumont may terminate this Agreement at any time, upon 30-days prior written notice; provided, however, that Morongo shall pay for all services rendered to it prior to the date of termination.

6. **Morongo Liaison.** In order to ensure smooth operation of the services provided hereunder, Morongo and Beaumont, each agrees to appoint a representative who shall be responsible for coordinating the implementation of this Agreement.

a. **Beaumont Appointment.** Beaumont appoints the Chief of Police as its representative. The Chief may be contacted as follows:

Name: Sean Thuilliez
Chief of Police
Beaumont Police Department
660 Orange Avenue
Beaumont, CA 92223
Telephone: 951-769-8500 Fax: 951-769-8508
E-mail: sthuelliez@beaumontpd.org

b. **Morongo Appointment.** Morongo appoints Morongo Manager as its representative. Morongo Manager may be contacted as follows:

Name: Radames Gil
Chief of Police
Morongo Tribal Reservation Patrol
47350 Foothill Road
Banning, CA 92220
Telephone: 951-755-5305
Fax: 951-755-5127
E-mail: rgil@morongo-nsn.gov

7. **Notices.** Any notice, payment, statement, or demand required or permitted to be given hereunder by either Party to the other shall be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses appearing in section 6 above unless either Party changes its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

8. **Indemnification.** Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in, third parties not party to this Agreement, or affect the legal liability of either Party to this Agreement by imposing any standard of care different from the standard of care applicable to either Party under California law respecting the regulation and enforcement of laws regarding animals. It is understood and agreed that neither Morongo nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Beaumont under or in connection with any work, authority or jurisdiction delegated to Beaumont under this Agreement. It is also understood and agreed that Beaumont shall defend, indemnify and save harmless Morongo, all officers, and employees from all claims, suits or actions of every name, kind, and description brought forth or on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by Beaumont under this Agreement. It is understood and agreed that neither Beaumont nor any officer or employee thereof: is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Morongo under or in connection with any work, authority or jurisdiction delegated to Morongo under this Agreement. It is also understood and agreed that Morongo shall defend, indemnify and save harmless Beaumont, all officers and employees from all claims, suits or actions of every name, kind and description brought forth on account

of injuries or death of any person or damage to property resulting from anything done or omitted to be done by Morongo under connection with any work, authority or jurisdiction delegated to Morongo under this Agreement except as otherwise provided by applicable statute.

9. **Status of the Parties' Officers/Employees/Agents.** Neither Party's officers, employees, agents, partners, other contractors nor subcontractors shall be deemed to be employees of the other Party at any time. Nothing in this Agreement shall be construed as creating a civil service employer- employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor or subcontractor of the other Party shall be eligible for membership in or any benefits from any plan for hospital, surgical, or medical insurance, or for membership in any retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, or any other benefits which insures to or accrues to an employee of the other Party. The only performance and rights due the other Party are those specifically stated in this Agreement.

10. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Additionally, this Agreement has been formed and shall be performed in Riverside County.

11. **Limited Waiver of Sovereign Immunity.**

a. Morongo hereby grants to Beaumont an irrevocable limited waiver of sovereign immunity from unconsented suit and consents to suit pursuant to Paragraph 10 in accordance with this Agreement to:

- (1) interpret or enforce the terms of the Agreement and obtain a binding court ruling thereby; and
- (2) enforce the award of all orders including any for damages owing as a consequence of a breach of the Agreement.

b. **Recipient of Waiver.** The recipient of the benefit of the irrevocable waiver of sovereign immunity is limited to Beaumont and no other person or entity, private or governmental, or assignee.

c. **Enforcement.** Morongo consents to the jurisdiction of and to be sued in, and accepts and agrees to be bound by any order or judgment of, any United States District Court or any California Superior Court, in each case sitting in the County of Riverside, or otherwise assigned, and any federal or state court having appellate jurisdiction, consistent with the terms and provisions of its limited waiver and agreement.

d. **No Revocation of Sovereign Immunity Waiver.** Morongo covenants and agrees that its limited waiver of sovereign immunity and other waivers contained in this Agreement are irrevocable so long as this Agreement remains in effect. Upon the termination of this Agreement, Morongo's limited waiver of sovereign immunity also shall terminate except as to legal actions pending in a forum identified in paragraph 11.c and as to subsequently filed legal actions based on conduct by Morongo that occurred prior to the date the Agreement was terminated. Except as provided in this paragraph 11, Morongo agrees not to revoke or further limit, in whole or in part, its limited waiver of sovereign immunity or other waivers contained in this Paragraph 11 or in any way attempt to revoke or further limit, in whole or in part, such limited waiver of sovereign immunity.

e. **Written Assurances.** Morongo shall provide Beaumont with written assurances that (1) the Morongo Tribal Council has approved the limited waiver, (2) the Tribal Council took all other necessary steps to grant the limited waiver within 30 days of execution of this Agreement, and (3) the

person who signed this Agreement on behalf of Morongo was authorized to do so by the Tribal Council.

12. **Entire Agreement.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the prior written agreement of the Parties.

13. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

14. **Successors and Assigns.** This Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

15. **Captions.** The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16. **Authorization.** Each of the Parties represents and warrants to the other that this Agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing Party and that this Agreement is fully binding on such Party.

17. **Amendments to this Agreement.** From time-to-time, Morongo and Beaumont may determine that the provision of services hereunder could be improved, made more efficient or expanded. Therefore, the Parties agree to meet and confer at the request of either Party and to negotiate in good faith such reasonable amendments to this Agreement as the Parties deem appropriate.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the following authorized officials.

CITY OF BEAUMONT:

MORONGO BAND OF MISSION INDIANS

By: _____
REY SANTOS, Mayor

By: _____
ROBERT MARTIN, Chairman

ATTEST:

By: _____
STEVEN MEHLMAN, City Clerk

APPROVED AS TO FORM:

City Attorney

Tribal Attorney



Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE: September 15, 2020

SUBJECT: **First Amendment to the Non-Exclusive Lease Agreement with the Boys & Girls Clubs of the San Gorgonio Pass to Lease the Albert A. Chatigny, Sr. Community Recreation Center Located at 1310 East Oak Valley Parkway**

Background and Analysis:

On May 5, 2020, City Council approved a non-exclusive lease agreement with the Boys & Girls Clubs of the San Gorgonio Pass to lease the Albert A. Chatigny, Sr. Community Recreation Center to provide childcare to residents considered to be essential critical infrastructure workers by the State of California Public Health Officer, in accordance with the Governor's stay at home order (Attachment A).

The non-exclusive lease agreement has allowed the City the flexibility to provide other critical services, such as a cooling center, and includes the Boys & Girls Club covering the monthly utility costs of the building.

The approved agreement stated, in part, that any extension past September 30, 2020, shall require approval by City Council at a duly held meeting. A first amendment to the agreement has been drafted and is attached (Attachment B). The first amendment outlines a month-to-month time extension set to expire December 31, 2020, at which time the agreement will be brought back before City Council for additional consideration.

Fiscal Impact:

Approval of the first amendment will have a positive economic impact and provide relief of the expenses currently incurred to operate the facility.

Recommended Action:

Approve the first amendment to the non-exclusive lease agreement with the Boys & Girls Clubs of the San Gorgonio Pass and authorize the City Manager to execute the amendment on behalf of the City of Beaumont.

Attachments:

- A. Non-Exclusive Lease Agreement
- B. First Amendment to the Non-Exclusive Lease Agreement

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (“License”) effective as of the date executed by both parties below is entered into by the CITY OF BEAUMONT, a municipal corporation (“Licensor”), and The Boys and Girls Club of the San Gorgonio Pass (“Licensee”).

RECITALS:

A. Licensee seeks to operate and maintain a daycare center (“Facility”) on property (“Property”) owned by Licensor located at 1310 East Oak Valley Parkway, Beaumont, CA, Assessor’s Parcel Number 408-100-022, in the City of BEAUMONT.

B. The Property Licensed for use by the Licensee is described in further detail in “**Exhibit A,**” and the location of the Facility on the Property is as depicted in the diagram attached as “**Exhibit B.**”

C. Licensor desires to provide daycare services to members of the public providing essential services as defined by state authorities to address the hardships imposed as a result of the COVID-19 pandemic subject to the terms and conditions hereinafter set forth, and believes there is a public benefit to the use of the City’s property in this location and for this particular temporary use.

THE PARTIES AGREE AS FOLLOWS:

1. THE PARTIES AND REQUIRED NOTICES

A. The parties to this License, and their designated representatives, are as follows:

Licensor:

CITY OF BEAUMONT
Beaumont Civic Center
550 E. Sixth St.
Beaumont, CA 92223
Designated Representative: City Manager
Phone: 951 769 8520

Licensee:

BOYS AND GIRLS CLUB OF THE SAN GORGONIO PASS
PO Box 655
Beaumont, CA 92223

B. Any notice required to be given under the provisions of this License must be in writing and may be delivered personally, by overnight delivery service, or by certified or registered mail with postage prepaid and return receipt requested, addressed to the other party as set forth above in paragraph A.

C. Should either Party change any element of the contact information in this agreement, that Party shall notify the other Party of such change in writing within seven (7) calendar days following such change.

2. PROPERTY AND FACILITIES

A. The interests in Licensor’s property, both real and personal, that are subject to this License consist only of the non-exclusive, temporary and revocable right to occupy and use Licensor’s real property in the City of Beaumont, California. No further lease, tenancy or right of any kind to use, possess, occupy, expand, or construct on Licensor’s real or personal property is conveyed or implied.

B. Licensee’s use is strictly limited to the size as outlined in **Exhibit “B”**. The Facility must be maintained, and operated in compliance with all applicable licenses, permits, ordinances, laws and regulations, including but not limited to the BEAUMONT Municipal Code provisions relating to encroachment permits, and all building and health codes.

C. Licensee shall be responsible for any and all costs associated with Licensee’s use of the Property, including utilities, alarm service, and broadband (Internet) service. All invoices shall be paid within 15 days of being presented to Licensee.

D. Licensor makes no warranty or representation of any kind whatsoever regarding the condition of the Property or its fitness for Licensee’s use, or any use. Licensee accepts this License of the Property in an “as is, where is” condition and has been advised to inspect the Property.

E. Licensee expressly acknowledges that the License conveyed herein is non-exclusive and temporary, subject to revocation for the reasons specified herein, or no reason, that Licensee has acquired no recognizable property interest in Licensor’s Property, that Licensee’s use of the Property is entirely at Licensee’s own risk.

3. LICENSEE’S USE OF THE PROPERTY

A. Licensee is authorized to use the Property only for the daycare service in the area as described and depicted herein. Licensee’s use of the Property must comply with all conditions imposed by Licensor’s City Manager, or his designee, or City Council, and with all ordinances, laws, and regulations of any governmental entity having jurisdiction to regulate the use.

B. As required by applicable law, Licensee shall apply for, obtain and maintain continuously in effect all licenses, permits, and approvals required by all governmental agencies for Licensee’s intended use of the Property as a daycare center. Licensor shall, at no expense to Licensor, cooperate with Licensee in providing such information concerning this License as may reasonably be requested in Licensee’s efforts to obtain the required licenses, permits, and approvals.

C. Licensee shall not in any way impede or interfere with the use of the Property by Licensor or Licensor’s employees, agents or contractors. Licensee shall not allow the use of any portion of the Property which, in Licensor’s sole but reasonable opinion, will result in interference with Licensor’s operations of, or which may cause a nuisance or interfere with, other uses upon adjacent property of Licensor.

D. All of Licensee’s employees and volunteers shall have the training, education and licensure required and customarily required for similar day care facilities. Licensee shall require that all employees, volunteers and others be subject to background checks, clearances and emergency and safety training applicable to working with children. All allegations or complaints of inappropriate conduct shall be rigorously investigated and acted on accordance with legal standards and best practices in the childcare profession. Any employee or volunteer who acts or who has acted inappropriately when interacting with children will be immediately dismissed. Licensor may, but has no duty to, require that any employee or volunteer be no longer granted access to the Property for any reason or no reason. Failure to comply with any request to remove an employee or volunteer shall be grounds for immediate termination of this License.

4. TERM

A. This License shall commence upon approval by the City Council and execution by both parties (“Commencement Date”) and remain in effect until June 30, 2020, thereafter it may be extended in writing by the City Manager for additional terms of one calendar month each not to extend past September 30, 2020. Any extension past September 30, 2020 shall require approval by the City Council at a duly held meeting.

5. MAINTENANCE OF LICENSEE’S FACILITIES

A. During the term of this License, Licensee shall, at its sole cost and expense, maintain the Property and the Facility in clean, good condition and repair, ordinary wear and tear excepted, and in compliance with all applicable laws, rules, ordinances, orders, and regulations of (i) federal, state, county and municipal governmental agencies having jurisdiction, and their respective departments, bureaus, and officials; and (ii) all insurance companies or risk pools insuring all or part of the Property, or the improvements thereon, or both. In particular Licensee shall strictly adhere to all laws, executive orders and other policies and regulations of any kind imposed in connection with the COVID-19 crisis. Failure to strictly and continuously comply with COVID-19 requirements shall be grounds for immediate termination of this License.

B. Licensor agrees to provide general landscape maintenance services to the property, at no cost to Licensee, during the term of this non-exclusive license agreement.

C. Licensee shall keep the Property free from all liens and stop notices or obligations incurred by or at the request of Licensee. If any lien or stop notice is filed against the Property as a result of the acts or omissions of Licensee, or Licensee’s employees, agents, or contractors, Licensee shall discharge, bond, or otherwise secure the same to Licensor’s reasonable satisfaction within 30 days after Licensee has notice that the lien or stop notice has been filed. If Licensee fails to commence steps to discharge, bond or secure any lien or stop notice within such 30 day period, then, in addition to any other right or remedy, Licensor may, at its election, upon 30 days’ prior written notice to Licensee, discharge the lien or stop notice by either paying the amount claimed to be due, or obtaining the discharge by deposit with a court or a title company, or by bonding. Licensee shall pay on demand any amount so paid by Licensor to discharge or satisfy any lien or stop notice, and all reasonable attorneys’ fees and other legal expenses of Licensor incurred in defending any action or in obtaining the discharge of such lien, together with all reasonable disbursements.

6. INTERFERENCE

A. Licensee shall not use the Property in any manner that materially interferes with the Licensor's use of the Property and/or nearby real property, or with lessees, invitees, and licensees of Licensor use of nearby properties.

B. Licensor shall in no way bear any liability or responsibility, financially or otherwise, for any damage, interruption, disruption, discontinuance or other interference with Licensee's use of the Licensee's Facility, or for any damage to or discontinuance of the use of the Facility, whatever the cause, or for any incidental or consequential monetary damages whatsoever.

7. REVOCATION OF LICENSE

A. Licensee acknowledges and agrees that this License is temporary and may be revoked by Licensor at any time for any reason or no reason. In the case of any revocation by Licensor, termination as provided herein, Licensee shall vacate the Property and remove all personal property within five (5) days of any such revocation, termination or expiration.

B. If all or any portion of the Property occupied by Licensee's Facility is temporarily required for Licensor's public purposes in Licensor's sole discretion, Licensee shall immediately vacate the Property.

C. This License is personal to Licensee and does not run with the land. If Licensee closes, terminates or otherwise transfers control of the entity or daycare operation associated with this License as of the Commencement Date to any other person or entity, this License shall terminate unless Licensor, in its sole discretion, first approves a written amendment of this License or a new License for the Property. Licensor is under no obligation whatsoever to transfer the License to any other Licensee.

D. Any violation of any term or condition of this License by Licensee or its agents, employees, contractors or invitees shall be deemed an event of default by Licensee and Licensor may terminate this License. If any such default is not completely cured by Licensee within three calendar days following the sending of written notice to Licensee from Licensor, this License shall terminate.

E. In the event of a termination, expiration, failure to renew, revocation or removal of the Facility for any reason, Licensee shall not be entitled to any relocation assistance payments under California Government Code Sections 7260 et seq. or under federal law (42 U.S.C.A. 4601 et seq.), or any severance or "good-will" damages, or damages or compensation of any nature or amount. Licensee agrees Licensee shall not file or pursue any claim for relocation assistance payments under these or similar statutes, or damages, or reimbursement of expenses of any kind.

8. INDEMNIFICATION

To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold Licensor, its officers, agents, employees and attorneys, harmless from and against any and all claims, actions, damages, liability and expense (including reasonable attorney's fees, costs and disbursements) in connection with this License including without limitation, loss of life, personal injury, or damage to property, attributable to or arising out of: (i) the Facility or equipment that Licensee maintains on the Property and Licensee's business; (ii) the acts or omissions of Licensee's employees, volunteers, customers, agents, guests, program participants or invitees; (iii) any occurrence in, upon or at the Property, to the extent caused by the unlawful, negligent, reckless or willful misconduct of Licensee, or its employees, volunteers, customers, program participants, invitees, agents, guests

or contractors; (iv) any occurrence occasioned by the violation of any law, regulation or ordinance by Licensee or its employees, volunteers, customers, program participants, invitees, agents, guests, or contractors; or (v) Licensee's default under this License. If any claim or action is filed that names Licensor, its agents, officers, employees, contractors, consultants or any of Licensor's indemnified parties as specified herein, Licensor shall, at its sole discretion, be entitled to choose counsel. The provisions of this Section 9 will survive the expiration or termination of this License with respect to any claim, damage, personal injury, or death that occurs before such expiration or termination.

9. INSURANCE REQUIREMENTS FOR LICENSEE

A. Licensee shall procure and maintain continuously throughout the duration of the License insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the Property. The cost of such insurance shall be borne by the Licensee.

B. Minimum Scope of Insurance.

1. Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- b. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for Licensees with employees).

C. Minimum Limits of Insurance

1. Licensee shall maintain limits no less than:

- a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least twice the required occurrence limit.
- b. Employer's Liability: At least \$1,000,000 per accident for bodily injury or disease.
- c. Property Insurance: Full replacement cost with no coinsurance penalty provision.

D. Deductibles

1. Any deductibles or self-insured retentions must be declared to and approved by the Licensor. At the option of the Licensor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Licensor, its trustees, officers, employees and volunteers.

E. Other Insurance Provisions

- 1. The general liability policy is to contain, or be endorsed to contain, the following provisions:
 - a. The City of BEAUMONT, its officers, employees, agents, attorneys and volunteers are to be named as additional insureds with respect to liability arising out of ownership, maintenance or use of that part of the Property subject to this License. Additional Insured status shall be evidenced by

a Certificate of Insurance and appropriate endorsements of requested by City, copies of which are attached hereto as **Exhibit “C”**. Under no circumstance will Licensee enter the Property prior to the acceptance of the Certificate of Insurance attached hereto as **Exhibit “C”** by City.

b. The Licensee’s insurance coverage shall be primary insurance as respects the Licensor, its officers, employees, agents, attorneys and volunteers. Any insurance or self-insurance maintained by the Licensor shall be excess of the Licensee’s insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Licensor. Prior to any such cancellation, Licensee shall procure new insurance at its sole expense, to prohibit any gap in coverage.

F. Acceptability of Insurers

1. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.

G. Verification of Coverage

1. Licensee shall furnish the Licensor with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Licensor or on other than the Licensor’s forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Licensor before the Commencement Date. The Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

10. DEFAULT BY LICENSEE

The occurrence of any one or more of the following events constitutes an event of default and breach of this License by Licensee: (i) The abandonment (as defined by the BEAUMONT Municipal Code) of the use of the Property by Licensee; (ii) The failure by Licensee to make any payment required to be made by Licensee hereunder, as and when due, where that failure continues for a period of three (3) business days after written notice is sent by Licensor to Licensee; (iii) The failure by Licensee to observe or perform any of the covenants, conditions or provisions of this License to be observed or performed by the Licensee; (iv) the making by Licensee of any general assignment or general arrangement for the benefit of creditors; or unless prohibited by Bankruptcy Law or other paramount law, the filing by or against Licensee of a petition to have Licensee adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Licensee’s assets located at the Property or of Licensee’s interest in this License, where possession is not restored to Licensee within 30 days; or the attachment, execution or other judicial seizure of substantially all of Licensee’s assets located at the Property or of Licensee’s interest in this License, where that seizure is not discharged within thirty (30) days.

11. PROHIBITED USES

A. This License is granted only for the purpose of operating a day care center for essential workers only. Without affecting the foregoing sentence, the following activities are expressly prohibited on the Property:

1. Unlawful use or storage of any hazardous substance or hazardous chemical, as those terms are used in CERCLA [42 U.S.C. 9601 (14)] or SARA [42 U.S.C. 110211 (e)] or any similar federal or state law, or any pesticide, petroleum product, or fuel; except materials that are packaged and purchased for consumer use in containers not exceeding one gallon, or fuel in a vehicle fuel tank. Use of pesticides must be minimized and may be applied only by authorized personnel and in accordance with all applicable laws, regulations, and label instructions. All aerial applications are prohibited. Back-up generators, and the storage of fuel for those generators, shall only be allowed if specifically authorized in this License.

12. WAIVER

Failure on the part of either party to enforce any provision of this License may not be construed as a waiver of the right to compel enforcement of that provision, or any other provision.

13. LICENSOR’S CONSENT OR APPROVAL

Neither Licensor’s execution of this License nor any consent or approval given by Licensor under this License in its capacity as Licensor will waive, abridge, impair, or otherwise affect Licensor’s powers and duties as a governmental entity. Any requirements under this License that Licensee obtain consents or approvals of Licensor are in addition to and not in lieu of any requirements of law that Lessee obtain approvals or permits. However, Licensor will use its best efforts to coordinate its procedures for giving contractual and governmental approvals so that Licensee’s requests and applications are not unreasonably denied or delayed.

14. PARTIAL INVALIDITY

Any provision of this License that may be determined to be invalid, void, or illegal will in no way affect, impair or invalidate any other provisions of the License, and those other provisions will remain in full force and effect.

15. ENTIRE AGREEMENT

This License constitutes the entire agreement between the parties relating to its subject matter. There are no representations, agreements, or understandings, whether oral or written, between the parties relating to the subject matter of this License that are not fully expressed in this License. This License is deemed to be equally drafted by both parties.

16. MODIFICATION

A. Except as provided in paragraph B below, this License may be modified only by writing signed by both parties.

B. This License is subject to such changes or modifications as may be required by any state or federal regulatory agency in the exercise of its lawful jurisdiction.

17. GOVERNING LAW AND ATTORNEYS FEES

A. Any disputes regarding this License will be resolved according to the laws of the State of California. This License is entered into and to be performed in Riverside County, California and legal proceedings will be initiated in the courts of the County of Riverside, State of California, irrespective of any other possible jurisdictional venues.

B. The prevailing party in any action brought to enforce the terms of this License, or in any action arising out of this License, may recover from the other party the costs and attorney's fees incurred in that action.

18. NO ASSIGNMENT WITHOUT CONSENT

This Agreement is personal to Licensee. Except as provided herein, Licensee may not, without Licensor's prior written consent, which consent may be withheld in Licensor's sole and absolute discretion, assign or otherwise transfer this License or Licensee's interest in the Property or any part thereof. Licensor is under no obligation to approve any transfer or assignment of this License.

19. FURTHER DOCUMENTS

From and after the effective date of this License, each of the parties will promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, all instruments or documents that may reasonably be requested by the other party to carry out the purpose and intent of this License.

20. AUTHORITY

Licensor and Licensee each represent that the persons executing this License on their behalf have full power and authority to execute this License, and that each entity executing this License is duly authorized to enter into this License.

21. EFFECTIVE DATE OF THE LICENSE

This License is effective as of May 6, 2020. Two (2) fully executed counterparts will be transmitted by the Licensor to the Licensee.

TO EFFECTUATE THIS LICENSE, the parties have caused this License Agreement to be executed by their duly authorized representatives as of the dates set forth below their respective signatures.

CITY:

CITY OF BEAUMONT

By:



Todd Parton, City Manager


Date:

5/10/2020

LICENSEE:

THE BOYS AND GIRLS CLUB OF SAN GORGONIO PASS

By:



Print Name: Amy Herr

Title: CEO

EXHIBIT "A"

Legal Description
APN No. 408-100-022

LOT 44 OF TRACT MAP NUMBER 34862, AS SHOWN ON FILE IN BOOK 423, PAGES 94 THROUGH 107, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, CONTAINING 2.62 ACRES, MORE OR LESS.

EXHIBIT "B"



EXHIBIT "C"

Certificates of Insurance

FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT (“Amendment”) effective as of the date executed by both parties below is entered into by the CITY OF BEAUMONT, a municipal corporation (“Licensor”), and The Boys and Girls Club of the San Gorgonio Pass (“Licensee”).

RECITALS:

- A. Licensor and Licensee entered into that certain Non-Exclusive License Agreement dated _____, 2020.
- B. Licensor and Licensee wish to extend the term of the License as provided herein.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 4 OF THE LICENSE TO READ AS FOLLOWS:

4. TERM

A. The term of the License shall begin on the Commencement Date and continue until September 30, 2020 subject to extension for additional period of one calendar month each not to extend past December 31st, 2020 provided that the extension is approved in writing by the City Manager and the Licensee. Any extension past December 31st, 2020 must be approved in advance by the City Council of the City of Beaumont acting at a duly held meeting.

The parties have caused this Amendment to be executed by their duly authorized representatives as of the dates set forth below their respective signatures.

LICENSOR:

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

LICENSEE:

THE BOYS AND GIRLS CLUB OF SAN GORGONIO PASS

By: _____

Print Name: _____

Title: _____



Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE: September 15, 2020

SUBJECT: **Approve a Purchase Order for Site One Landscape Supply in an Amount Not-to-Exceed \$40,000**

Background and Analysis:

Recently, City staff contacted several landscape supply vendors and requested informal quotes on the sale and delivery of irrigation supplies that the Parks and Recreation Department uses on a regular basis.

Three companies responded to the request and submitted quotes based on a single quantity rate for each of the 21 most frequently purchased items by the City. After thoroughly reviewing the quotes, Site One Landscape Supply had the lowest prices for many of the items requested.

In order to streamline purchases in an efficient manner and specifically related to irrigation supplies, a purchase order is needed in an amount that correlates to the adopted Fiscal Year 2021 budget.

Fiscal Impact:

Irrigation supplies are included in the adopted Fiscal Year 2021 budget under account number 100-6050-7070-0000.

Recommended Action:

Approve a Purchase Order for Site One Landscape Supply in an amount not-to-exceed \$40,000 and allocated to General Ledger 100-6050-7070-0000.

Attachments:

A. Quotes

Working Order



San Bernardino CA #109
 1548 S Mountain View Ave
 San Bernardino, CA 92408-3134
 W: (909)824-3612

Sold To:

CITY OF BEAUMONT (#1275054)
 550 E 6th St
 Beaumont, CA 92223-2253
 W: (951)769-8520

Item 5.

Ship To:

CITY OF BEAUMONT (#1275054)
 550 E 6th St
 Beaumont, CA 92223-2253
 W: (951)769-8520

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

Ordered	Master Order#	PO#
08/08/2020	M102281260	Quote
Printed	Customer Contact	Sales Associate
08/08/2020	Robert Aceves	Frank Lopez

Hazardous Material Information

Item #	HM	No. of Units	ID Number	Proper Shipping Name	Marine Pollutant	Haz Class	Packing Group	Weight (Lbs.)
10117-IPS	X	0 Case	UN1133	Adhesives		3	II	0
10221-IPS	X	0 Case	UN1993	Flammable Liquid, n.o.s. (Tetrahydrofuran, Methyl Ethyl Ketone)		3	II	0

Item #	ERG Number
10117-IPS	128
10221-IPS	128

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DRIVER SIGNATURE: _____

LN	Item #	Description	Qty Ordered	Qty Cancelled	Qty Shipped	Qty Open	Net Price	Ext. Price
Order#: 102281260-001 Ship Via: Customer Pick up								
1	6504PC	Rain Bird Falcon 6504 Part-Circle Rotor 4 in. Riser with SAM Check Valve	12	0	0	12	25.212 / EA	302.54
2	6504FC	Rain Bird Falcon 6504 Full-Circle Rotor 4 in. Riser with SAM Check Valve	12	0	0	12	25.212 / EA	302.54
3	I2012	Hunter I-20 Adjustable Rotor 12 in. Riser with Check Valve	12	0	0	12	22.900 / EA	274.80
4	I2004	Hunter I-20 Adjustable Rotor 4 in. Riser with Check Valve	12	0	0	12	10.305 / EA	123.66
5	1804R	Rain Bird 1804 Spray Body 4 in. Pop Up	75	0	0	75	1.063 / EA	79.73
6	1806P	Rain Bird 1806 Spray Body 6 in. Pop Up	50	0	0	50	4.092 / EA	204.60
7	1812P	Rain Bird 1812 Spray Body 12 in. Pop Up	50	0	0	50	6.776 / EA	338.80
8	PGJ04	Hunter PGJ Adjustable Rotor 4 in. Riser	25	0	0	25	8.400 / EA	210.00
9	PGJ06	Hunter PGJ Adjustable Rotor 6 in. Riser	25	0	0	25	12.000 / EA	300.00
10	PGJ12	Hunter PGJ Adjustable Rotor 12 in. Riser	12	0	0	12	16.800 / EA	201.60
11	R8H	Rain Bird Nozzle 8 ft. Radius Half Circle	25	0	0	25	0.592 / EA	14.80
12	R10H	Rainbird Nozzle 10 ft. Radius Half Circle	25	0	0	25	0.592 / EA	14.80
13	R15H	Rain Bird Nozzle 15 ft. Radius Half Circle	25	0	0	25	0.592 / EA	14.80
14	6504G4	Rain Bird G4 Solenoid Assembly for	25	0	0	25	0.592 / EA	14.80

14	236239	PGA PEB and GB Valves	10	0	0	10	22.760 / EA	227.60
15	236482	Rain Bird Diaphragm Assembly and Bonnet Assembly for 150PEB Valve 1-1/2 in.	8	0	0	8	37.184 / EA	297.47
16	236483	Rain Bird Diaphragm Assembly and Bonnet Assembly for 200PEB Valve 2 in.	8	0	0	8	43.294 / EA	346.35
17	100PEB	Rain Bird PEB Industrial Valve Plastic 1 in. w/ Flow Control FIPT x FIPT	10	0	0	10	55.012 / EA	550.12
18	150PEB	Rain Bird PEB Industrial Valve Plastic 1-1/2 in. w/ Flow Control FIPT x FIPT	8	0	0	8	73.387 / EA	587.10
19	200PEB	Rain Bird PEB Industrial Valve Plastic 2 in. w/ Flow Control FIPT x FIPT	8	0	0	8	99.022 / EA	792.18
20	10117-IPS	Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 gal.	1	0	0	1	52.587 / EA	52.59
21	10221-IPS	Weld-On P-70 Purple Primer Low VOC NSF 1 gal.	1	0	0	1	45.425 / EA	45.43
22	NDS118-30	NDS Pro-Span PVC Expansion Repair Coupling 3 in. Socket x Spigot	3	0	0	3	13.383 / EA	40.15
23	NDS118-40	NDS Pro-Span PVC Expansion Repair Coupling 4 in. Socket x Spigot	3	0	0	3	23.390 / EA	70.17
24	DS-400	Spears Dri-Splice Pre-Filled Wire Connector with Crimp Sleeve	25	0	0	25	2.367 / EA	59.18
25	MDCFCOUP	Rain Bird Easy Fit Compression Coupling 1/2 in.	25	0	0	25	0.634 / EA	15.85
26	595983	Roundup Promax Non Selective Liquid Herbicide 30 gal.	1	0	0	1	900.000 / EA	900.00
27	37150	Barricade 4FL Pre Emergent Liquid Herbicide 1 gal. (Agency)	4	0	0	4	146.120 / EA	584.48
28	008820	LESCO Tracker Spray Indicator Dye Blue 2.5 gal.	1	0	0	1	84.779 / EA	84.78
29	1UH172290	Boss Glove Unlined 22Mil Nitrile Reusable Green 15 in. Large	1	0	0	1	3.907 / EA	3.91
30	73215	Fusilade II Post Emergent Liquid Herbicide 32 oz.	2	0	0	2	72.000 / EA	144.00
31	NODE200	Hunter NODE Outdoor Controller 2 Station Battery Powered	1	0	0	1	88.414 / EA	88.41

Item 5.

Subtotal: \$7272.44
Sales Tax: \$581.80
Freight: \$0.00
Estimated Total: \$7854.24

This working order is for reviewing purposes only. This is not a receipt.

CUSTOMER SIGNATURE: _____

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.

P R I C E Q U O T A T I O N
HIGH TECH IRRIGATION, INC
74-773 JONI DRIVE
PALM DESERT CA 92260
760-773-9224

Item 5.

Page : 1

Printed At : 15:45:01 07 AUG 2020

Quote Date 08/07/20	Quote No. 197120	Quote Expiration Date 09/06/20	Writer GS	Slsm KF	WH 2	
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Quoted To: CITYBEA

Ship To: CITYBEA

CITY OF BEAUMONT
550 E 6TH STREET
BEAUMONT CA 92223

CITY OF BEAUMONT
550 E 6TH STREET
BEAUMONT CA 92223

Quotation Note:

Ln	Order Quant	EDP Code / Description	Net Price	UM	Ext Price
1	12	B65001 RAIN BIRD FALCON 4" PC	27.218	EA	326.62
2	12	B65011 RAIN BIRD FALCON 4" FC	27.218	EA	326.62
3	12	I2012 I-20 PC/FC 12" P.U. ROTOR	27.194	EA	326.33
4	12	I2004 I-20 PC/FC POP-UP ROTOR	13.063	EA	156.76
5	50	A50205 RAIN BIRD 1804-PRS BODY	3.705	EA	185.25
6	50	A44205 RAINBIRD 1806 BODY ASSEMBLY	4.418	EA	220.90
7	50	A44305 RAINBIRD 1812 BODY ASSEMBLY	7.315	EA	365.75
8	20	PGJ04 HUNTER PGJ-04 ADJ 4" ROTOR	9.975	EA	199.50
9	25	PGJ06 PGJ 6" POP-UP ADJ ROTOR	14.250	EA	356.25
10	12	PGJ12V 12" PGJ ADJ ROTOR W/ CHECK VLV	20.900	EA	250.80
11	25	A47075 RAIN BIRD 8-HFLT NOZZLE	0.639	EA	15.98
12	25	A47016 RAIN BIRD 10H-LA NOZZLE	0.639	EA	15.98
13	25	A47070 RAIN BIRD 15H NOZZLE	0.639	EA	15.98
14	10	236239 G4 SOLENOID ASSY EZ BLEED	31.623	EA	316.23

C O N T I N U E D

P R I C E Q U O T A T I O N
HIGH TECH IRRIGATION, INC
74-773 JONI DRIVE
PALM DESERT CA 92260
760-773-9224

Item 5.

Page : 2

Printed At : 15:45:01 07 AUG 2020

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Quoted To: CITYBEA

Ship To: CITYBEA

CITY OF BEAUMONT
550 E 6TH STREET
BEAUMONT CA 92223

CITY OF BEAUMONT
550 E 6TH STREET
BEAUMONT CA 92223

Quotation Note:

Ln	Order Quant	EDP Code / Description	Net Price	UM	Ext Price
15	10	B34183 RAIN BIRD 100-PEB PLASTIC VLV	59.375	EA	593.75
16	8	B34383 RAIN BIRD 150-PEB PLASTIC VLV	79.206	EA	633.65
17	8	B34583 RAIN BIRD 200-PEB PLASTIC VLV	106.875	EA	855.00
18	1	GAL2721 WELDON GALLON 2721 (VOC)	77.309	EA	77.31
19	1	GALP70 GALLON P70 PRIMER PURPLE	68.922	EA	68.92
20	3	118-30 3" PRO-SPAN REPAIR COUPLING	20.936	EA	62.81
21	2	118-40 4" PRO-SPAN REPAIR COUPLING	36.587	EA	73.17
22	1	10222B PRE-FILLED CONN BLUE (20 PACK)	15.436	EA	15.44
23	20	X43000 1/2" COMPCOMP COUP (7000D)	0.749	EA	14.98
24	1	ROUNDUP30 ROUND UP PRO 30/GAL DRUM	688.080	EA	688.08
25	4	37150 BARRICADE 4FL 1 GAL. SYNGENTA IS THE SELLER OF THIS PRODUCT & HIGH TECH IRRIGATION IS SYNGENTA'S AGENT FOR THIS SALE. PLEASE MAKE PAYMENTS TO HIGH TECH IRRIGATION.	146.120	EA	584.48
26	1	TUM2.5			

C O N T I N U E D

P R I C E Q U O T A T I O N
HIGH TECH IRRIGATION, INC
74-773 JONI DRIVE
PALM DESERT CA 92260
760-773-9224

Item 5.

Page : 3

Printed At : 15:45:01 07 AUG 2020

Quote Date 08/07/20	Quote No. 197120	Quote Expiration Date 09/06/20	Writer GS	Slsm KF	WH 2	
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Ship To: CITYBEA

CITY OF BEAUMONT
550 E 6TH STREET
BEAUMONT CA 92223

CITY OF BEAUMONT
550 E 6TH STREET
BEAUMONT CA 92223

Quotation Note:

Ln	Order Quant	EDP Code / Description	Net Price	UM	Ext Price
27	12	TURF MARK BLUE 2.5 GAL. AF-492	112.944	EA	112.94
28	1	GREEN NITRILE GLOVES 2980SL 73215	1.632	EA	19.58
29	1	FUSILADE QUART SIZE SYNGENTA PRODUCT NODE200 NODE-200 2-STATION BATTERY CONTROLLER	81.020 123.025	EA EA	81.02 123.03

THANK YOU FOR YOUR BUSINESS
Freight Charges will be added if applicable.

Sub-Total \$7,083.11
V COUNTY TAXABLE Tax \$548.94

Quotation Total \$7,632.05

QUOTATION

Item 5.

Pro Pipe and Supply, Inc

32190 DUNLAP BLVD
YUCAIPA, CA 92399
USA
909-794-6500



32190 Dunlap Blvd Yucaipa, CA 92399

O: (909) 794-6500 F: (909) 795-9800

Order Number	
1182172	
Order Date	Page
8/6/2020 12:24:04	1 of 2

Quote Expires On 9/5/2020

Bill To:

CITY OF BEAUMONT
550 E 6TH STREET
BEAUMONT, CA 92223
USA

Ship To:

CITY OF BEAUMONT
1310 Oak Valley Pkwy
BEAUMONT, CA 92223
USA

951-769-8520

Requested By: Mr. ROBERT .

Customer ID: 10697

PO Number	Ship Route	Taker
raonbird qoute		CESAR

Quantities					Item ID Item Description	Pricing	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		UOM Unit Size		

Customer Note: 6/17 - Resale Cert no longer active. Make sure tax gets charged to orders.

Delivery Instructions: ALLWAYS DELIVER TO 1310 OAK VALLEY PARKWAY

75	0	75 EA	8837		EA	1.3100	98.25
			1.0	4" SPRINKLER POP-UP BODY	1.0		

Ordered As: RB904

50	0	50 EA	8838		EA	4.6013	230.07
			1.0	6 RAINBIRD 1806 SPRINKLER BODY	1.0		

Ordered As: RB906

50	0	50 EA	8839		EA	7.5500	377.50
			1.0	RB 1812 12 POP UP SPRAY KIT	1.0		

25	0	25 EA	8710		EA	0.9500	23.75
			1.0	RB 8VAN 8FT VARIABLE ARC 0-360 NOZZ (GREEN TOP)	1.0		

Ordered As: 8VAN

25	0	25 EA	8711		EA	0.9500	23.75
			1.0	RB 10VAN 10FT VARIABLE ARC 0-360 NOZZ (BLUE TOP)	1.0		

Ordered As: 10VAN

25	0	25 EA	8713		EA	0.9500	23.75
			1.0	RB 15VAN 15FT VARIABLE ARC 0-360 NOZZ (BLACK TOP)	1.0		

Ordered As: 15VAN

QUOTATION

Item 5.

Pro Pipe and Supply, Inc

32190 DUNLAP BLVD
YUCAIPA, CA 92399
USA
909-794-6500



32190 Dunlap Blvd Yucaipa, CA 92399
O: (909) 794-6500 F: (909) 795-9800

Order Number	
1182172	
Order Date	Page
8/6/2020 12:24:04	2 of 2

Quote Expires On 9/5/2020

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
			Unit Size			Unit Size		
20	0	20	EA		7025	EA	17.2500	345.00
			1.0		1 PLASTIC INLINE VALVE	1.0		
8	0	8	EA		150PGA	EA	64.7600	518.08
			1.0		RAINBIRD 1-1/2" 150PGA PLASTIC INLINE VL	1.0		
4	0	4	EA		200PGA	EA	72.2900	289.16
			1.0		RAINBIRD 2" 200PGA INLINE PLASTIC VALVE	1.0		
1	0	1	EA		272648286	EA	49.5117	49.51
			1.0		GALLON WET "N" FAST PVC735 GAL BLU PVC CMNT	1.0		
					Ordered As: 735			
1	0	1	EA		9206	EA	40.2670	40.27
			1.0		GALLON PURPLE PRIMER	1.0		
					Ordered As: P-68			
3	0	3	EA		8291	EA	31.2100	93.63
			1.0		3 PVC SCH40 SLIP EXP REPAIT COUP	1.0		
					Ordered As: 3SF			
2	0	2	EA		8292	EA	34.5400	69.08
			1.0		4 PVC SCH40 SLIP EXP REPAIT COUP	1.0		
					Ordered As: 4SF			

Total Lines: 13

SUB-TOTAL: 2,181.80
TAX: 0.00
AMOUNT DUE: 2,181.80
U.S. Dollars

Pro Pipe and Supply, Inc
 32190 DUNLAP BLVD
 YUCAIPA, CA 92399
 USA
 909-794-6500



32190 Dunlap Blvd Yucaipa, CA 92399
 ☎: (909) 794-6500 F: (909) 795-9800

Order Number	
1182172	
Order Date	Page
8/6/2020 12:24:04	1 of 2

Quote Expires On 9/5/2020

Bill To:
 CITY OF BEAUMONT
 550 E 6TH STREET
 BEAUMONT, CA 92223
 USA

Ship To:
 CITY OF BEAUMONT
 1310 Oak Valley Pkwy
 BEAUMONT, CA 92223
 USA

951-769-8520

Requested By: Mr. ROBERT .

Customer ID: 10697

PO Number	Ship Route	Taker
raonbird qoute		CESAR

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp				

Customer Note: 6/17 - Resale Cert no longer active. Make sure tax gets charged to orders.

Delivery Instructions: ALWAYS DELIVER TO 1310 OAK VALLEY PARKWAY

75	0	75	EA		8837 4" SPRINKLER POP-UP BODY Ordered As: RB904	EA 1.0	1.3100	98.25
50	0	50	EA		8838 6 RAINBIRD 1806 SPRINKLER BODY Ordered As: RB906	EA 1.0	4.6013	230.07
50	0	50	EA		8839 RB 1812 12 POP UP SPRAY KIT	EA 1.0	7.5500	377.50
25	0	25	EA		8710 RB 8VAN 8FT VARIABLE ARC 0-360 NOZZ (GREEN TOP) Ordered As: 8VAN	EA 1.0	0.9500	23.75
25	0	25	EA		8711 RB 10VAN 10FT VARIABLE ARC 0-360 NOZZ (BLUE TOP) Ordered As: 10VAN	EA 1.0	0.9500	23.75
25	0	25	EA		8713 RB 15VAN 15FT VARIABLE ARC 0-360 NOZZ (BLACK TOP) Ordered As: 15VAN	EA 1.0	0.9500	23.75

Pro Pipe and Supply, Inc

32190 DUNLAP BLVD
YUCAIPA, CA 92399
USA
909-794-6500



32190 Dunlap Blvd Yucaipa, CA 92399
O: (909) 794-6500 F: (909) 795-9800

Order Number	
1182172	
Order Date	Page
8/6/2020 12:24:04	2 of 2

Quote Expires On 9/5/2020

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>	<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Disp</i>	<i>Item Description</i>	<i>UOM</i>	<i>Price</i>	<i>Price</i>
			<i>Unit Size</i>			<i>Unit Size</i>		
20	0	20	EA		7025	EA	17.2500	345.00
				1.0	1 PLASTIC INLINE VALVE	1.0		
8	0	8	EA		150PGA	EA	64.7600	518.08
				1.0	RAINBIRD 1-1/2" 150PGA PLASTIC INLINE VL	1.0		
4	0	4	EA		200PGA	EA	72.2900	289.16
				1.0	RAINBIRD 2" 200PGA INLINE PLASTIC VALVE	1.0		
1	0	1	EA		272648286	EA	49.5117	49.51
				1.0	GALLON WET "N" FAST PVC735 GAL BLU PVC CMNT	1.0		
					<i>Ordered As: 735</i>			
1	0	1	EA		9206	EA	40.2670	40.27
				1.0	GALLON PURPLE PRIMER	1.0		
					<i>Ordered As: P-68</i>			
3	0	3	EA		8291	EA	31.2100	93.63
				1.0	3 PVC SCH40 SLIP EXP REPAIR COUP	1.0		
					<i>Ordered As: 3SF</i>			
2	0	2	EA		8292	EA	34.5400	69.08
				1.0	4 PVC SCH40 SLIP EXP REPAIR COUP	1.0		
					<i>Ordered As: 4SF</i>			

Total Lines: 13

SUB-TOTAL: 2,181.80

TAX: 0.00

AMOUNT DUE: 2,181.80

U.S. Dollars



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, September 01, 2020

Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours

MINUTES

CLOSED SESSION - 5:00 PM

A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken prior to the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers.

CALL TO ORDER at 5:01 p.m.

Present: Mayor Santos, Mayor Pro Tem Lara, Council Member Carroll, Council Member Martinez, Council Member White

Public Comments Regarding Closed Session

None

1. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association

No reportable action

2. Public Employee Performance Evaluation Pursuant to Government Code Section 54957(b)(1) - Employee Title: City Manager

No reportable action.

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:04 p.m.

Present: Mayor Santos, Mayor Pro Tem Lara, Council Member Carroll, Council Member Martinez, Council Member White

Report out from Closed Session:

see above

Action on any Closed Session items: **None**

Action of any requests for Excused Absence: **None**

Pledge of Allegiance:

Approval / Adjustments to the Agenda: **None**

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

No speakers

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items.

Approval of all Ordinances and Resolutions to be read by title only.

3. Ratification of Warrants

Recommended Action:

Ratify warrants dated:

May 21, 2020

May 28, 2020

4. Approval of Minutes

Recommended Action:

Approval of Minutes dated:

July 28, 2020

August 18, 2020

5. Authorize City Staff to Apply for the Fiscal Year 2020 Edward Byrne Memorial Justice Assistance Grant Program and Authorize the City Manager to Execute an Interlocal Agency Agreement with the County of Riverside to Seek Justice Assistance Grant Funds

Recommended Action:

Authorize staff to apply for the Fiscal Year 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) program, and
 Authorize the City Manager to execute a interlocal agency agreement between the County of Riverside and the City of Beaumont to seek JAG funds for Fiscal Year 2020.

6. Approval of a Five-Year Purchase Contract with Axon Enterprise, Inc. for Taser 7 Systems in an Amount Not to Exceed \$38,790

Recommended Action:

Approve a five-year purchase contract with Axon Enterprise, Inc. for Taser 7 Systems in an amount not to exceed \$38,790.

7. Authorize the City Manager to Execute a 36-Month Services Agreement with Frontier Communications to Provide Internet Services to the Beaumont Police Department

Recommended Action:

Authorize the City Manager to execute a 36-month services agreement with Frontier Communications for a new 1GB internet line and 60 direct inbound dial number for the Police Department in the amount of \$14,280 per year.

8. Performance Bond Acceptance and Security Agreement for MPLD II Inland Empire LLC, Parcel Map 36426 Fourth Street Sewer Improvements

Recommended Action:

Accept the following bond and security agreement:
 Performance Bond No. 107174939 for sewer improvements.

9. A Resolution of The City of Beaumont Authorizing City Council to Summarily Vacate Street Right-of-Way from Luis Estrada Road Fronting Maya Plaza and Being Generally Located at the Southwest Corner of the Intersection with SR-79

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of The City of Beaumont Authorizing City Council to Summarily Vacate Street Right-of-Way from Luis Estrada Road Fronting Maya Plaza";
 Approve the Quitclaim Deed and Authorize the Mayor to Execute; and

Record the street vacation and Quitclaim Deed documents with the Riverside County Clerk Recorder's Office.

10. A Resolution of The City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for Drainage Maintenance Within Luis Estrada Road and Euclid Road (Now Vacated); Approve the Certificate of Acceptance for Drainage Maintenance Easement; and Record the Offer of Dedication Documents with the Riverside County Clerk Recorder's Office

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of The City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for Drainage Maintenance Within Luis Estrada Road and Euclid Road (Now Vacated)"; Approve the Certificate of Acceptance for Drainage Maintenance Easement; and Record the Offer of Dedication documents with the Riverside County Clerk Recorder's Office.

Motion by Council Member White

Second by Council Member Carroll

To approve the Consent Calendar.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

Approved by a unanimous vote

PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only.

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

11. A Resolution Authorizing the Issuance of Its 2020 Special Tax Bonds in an Aggregate Principal Amount Not to Exceed \$4,000,000 and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith," and Authorizing the Execution and Delivery of an Acquisitions Agreement Relating to the City of Beaumont Community Facilities District No. 2019-1 and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith

Motion by Council Member White

Second by Mayor Santos

To waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, Acting as the Legislative Body of the City of Beaumont Community Facilities District No. 2019-1, Authorizing the Issuance of Its 2020 Special Tax Bonds in an Aggregate Principal Amount Not to Exceed \$4,000,000 and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith;" and

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Authorizing the Execution and Delivery of an Acquisitions Agreement Relating to the City of Beaumont Community Facilities District No. 2019-1 and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith.”

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

Approved by a unanimous vote

12. Authorize Payment to Webb Municipal Finance, LLC in the Amount of \$199,095 for CFD Administration and Special Tax Consulting Services

**Motion by Council Member White
Second by Council Member Carroll**

To approve the updated work order from Webb Municipal Finance LLC in the amount of \$199,095.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

Approved by a unanimous vote

13. Authorize the Mayor to Execute the Notice of Completion Documents for the Capital Improvement Street Program and Record the Notice of Completion Documents with the Riverside County Clerk Recorder’s Office

**Motion by Mayor Pro Tem Lara
Second by Council Member Carroll**

**To authorize the Mayor to Execute the Notice of Completion documents for the Capital Improvement Street Program; and
Record the Notice of Completion Documents with the Riverside County Clerk Recorder’s Office.**

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

Approved by a unanimous vote

14. Memorandum of Understanding with the Western Riverside Council of Governments for Monetary Contributions From Developer for the Pennsylvania Widening Project

**Motion by Mayor Pro Tem Lara
Second by Council Member Carroll**

To authorize the Mayor to execute a Memorandum of Understanding with the Western Riverside Council of Governments for Monetary Contributions from Developer for the Pennsylvania Widening Project.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

Approved by a unanimous vote

15. Approve the Cooperative Funding Agreement between Riverside County Flood Control and Water Conservation District and City of Beaumont for the Construction of Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project

Motion by Council Member Carroll

Second by Council Member Lara

To approve the Cooperative Funding Agreement between Riverside County Flood Control and Water Conservation District and City of Beaumont for the Construction of Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

Approved by a unanimous vote

16. Approve Payment to the Riverside County Sheriff's Department for California Identification System Services for FY 2021

Motion by Council Member Martinez

Second by Council Member White

To authorize payment to the Riverside County Sheriff's Department for CAL-ID services for FY 2021.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

Approved by a unanimous vote

17. Resolution Establishing A Policy that Delegates Tort Liability Claims Handling Responsibilities to Its Staff and/or Its Third-Party Claims Administrator, George Hills Company

Motion by Mayor Pro Tem Lara

Second by Mayor Santos

To waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Establishing a Policy that Delegates Tort Liability Claims Handling Responsibilities to Its Staff and/or Its Third-Party Claims Administrator, George Hills Company, As Authorized by Government Code Sections 910 Et Seq."

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

Approved by a unanimous vote

18. League of California Cities Annual Conference Resolution Packet

Motion by Council Member Martinez

Second by Mayor Pro Tem Lara

To support the resolution with a request to further focus on amendment no. 1 of the resolution regarding establishing and implementing a reasonable program to identify and take down content.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

Approved by a unanimous vote

19. Consideration of Allocation of Bond Proceeds and Community Facilities District (CFD) Funds for Additional Capital Improvement Projects

Consensus to proceed with the presented project list to amend the CIP on September 15, 2020.

20. Consider Draft City Council Rules of Procedure for All Meetings of the City Council and Its Appointed Boards and Committees Amending the Current Rules of Procedure Established in Beaumont Municipal Code Section 2.04

Consensus to proceed with a formal ordinance for consideration with minor additions and modifications.

LEGISLATIVE UPDATES AND DISCUSSION

21. Townsend Legislative Update

CITY CLERK REPORT

City Clerk gave an update of the upcoming election.

COUNCIL REPORTS

Carroll - No meetings to report on.

Lara - Spoke to the opening of the new businesses and thanked BPD.

Martinez - No meetings to report on. Spoke to the success of the Symetra Tournament and the new businesses that have opened.

Santos - Spoke to the openings of new businesses in town and the success of the Symetra

Tournament.

White - *No meetings to report on. Thanked BPD.*

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee will be meeting on September 9th.

CITY TREASURER REPORT

No report

CITY ATTORNEY REPORT

No report

CITY MANAGER REPORT

Spoke regarding the monitoring of the burn areas during the rainy season.

FUTURE AGENDA ITEMS

None

ADJOURNMENT at 9:20 p.m.



Staff Report

TO: City Council

FROM: Todd Parton, City Manager

DATE: September 15, 2020

SUBJECT: **Public Hearing and First Reading to Consider Rules of Procedure for All Meetings of the City Council and Its Appointed Boards and Committees Amending the Current Rules of Procedure Established in Beaumont Municipal Code Section 2.04**

Background and Analysis:

At its regular meeting of August 18, 2020, the City Council directed the City Attorney to develop some draft rules of procedure for conducting public meetings of the City Council. On September 1, 2020, City Council reviewed the draft and gave direction for modifications to be brought back in the form of an ordinance for a public hearing and first reading.

These rules of procedure would amend Chapter 2.04 of Title 2 of the Beaumont Municipal Code to expand the application of Rosenberg's Rules of Order as procedural guidance for City Council meetings and for meetings of other City boards and commissions. It will provide a process of appointing individuals to City boards and commissions and to the boards of outside agencies. It will also provide a process for selecting a Mayor and Mayor Pro Tempore.

Should the City Council approve the first reading of the presented ordinance, it will be brought back to a future meeting for a second reading and adoption.

Fiscal Impact:

City estimates that preparation of this report cost approximately \$825.

Recommended Action:

Hold a Public Hearing, and

Waive the first full reading and approve by title only, "An Ordinance of the City of Beaumont Approving Amendments to the City of Beaumont Municipal Code Pertaining to Rules of Procedure."

Attachments:

- A. Ordinance

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY OF BEAUMONT APPROVING
AMENDMENTS TO THE CITY OF BEAUMONT MUNICIPAL
CODE PERTAINING TO RULES OF PROCEDURE**

WHEREAS, Chapter 2.04 of Title 2 of the Beaumont Municipal Code currently sets forth the City Council adopted Rules of Procedures for Council meetings; and

WHEREAS, to facilitate the orderly and timely conduct of City meetings and to promote wider community understanding and participation in City meetings, the City Council desires to amend Chapter 2.04 of Title 2 of the Beaumont Municipal Code to expand the application of Rosenberg's Rules of Order as procedural guidance for City Council meetings and for meetings of other City boards and commissions; and

WHEREAS, the City Council desires to provide further guidance and clarity on the process to be utilized by the City Council in selecting its Mayor and Mayor Pro Tempore; and

WHEREAS, the City Council desires to provide further clarity regarding the process to be utilized by the City Council in appointing individuals to City boards and commissions and to the boards of outside agencies;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES
ORDAIN AS FOLLOWS:**

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

SECTION 3. The City Council hereby amends Title 2, Chapter 2.04, “City Council Meetings” to read as follows:

Chapter 2.04
CITY COUNCIL RULES OF PROCEDURE

Sections:

- 2.04.010 Time and place – Generally.
- 2.04.020 Time and place – Holiday.
- 2.04.030 Notice of Meetings.
- 2.04.040 Rules of Procedure.
- 2.04.050 Presiding Officer.
- 2.04.060 Maintenance of Order.
- 2.04.070 Decorum.
- 2.04.080 Items for Future Agendas and Time Limits for Comments.
- 2.04.090 Nomination of Mayor and Mayor Pro Tempore.
- 2.04.100 Appointments to City Boards and Commissions.
- 2.04.110 Appointment of Council Members to Boards and Commissions of Outside Agencies.
- 2.04.120 Mayoral Responsibilities.
- 2.04.130 Council Member Conduct.
- 2.04.140 Council Member Vacancies.

2.04.010. Time and Place – Generally. Regular meetings of the City Council shall be held at such times and places as may be fixed by resolution duly adopted by the City Council.

2.04.020. Time and Place – Holiday. If a regular meeting of the City Council falls on a legal holiday, such meeting shall be held on the next Wednesday not a legal holiday.

2.04.030. Notice of Meetings. Notice of City Council Meetings shall be given in compliance with the Ralph M. Brown Act, as may be amended from time to time, and as required by California Law.

2.04.040 - Rules of procedure.

The City Council will utilize Rosenberg’s Rules of Order: Simple Parliamentary Procedures for the 21st Century as guidance for parliamentary procedure for all City Council meetings. The Beaumont Planning Commission and other City Council created commissions and committees that are required to hold open meetings in compliance with the Ralph M. Brown Act, shall utilize Rosenberg’s Rules of Order as guidance for parliamentary procedure during their respective meetings.

2.04.050 - Presiding Officer.

The Mayor shall be the Presiding Officer at all City Council meetings. In the absence of the Mayor, the Mayor Pro Tempore shall be the Presiding Officer. In the absence of both the Mayor and the Mayor Pro Tempore, the City Council shall elect a temporary Presiding Officer to serve until the arrival of the Mayor or Mayor Pro Tempore, or until adjournment.

2.04.060 - Maintenance of Order.

The Mayor or Presiding Officer is responsible for the maintenance of order and decorum at all times. In the absence of a rule to govern a point of procedure, the decision of the Mayor or Presiding Officer shall be final and binding, unless overruled by a majority of a quorum of the Council. No person should be allowed to speak without first being recognized by the Mayor or Presiding Officer. A Council Member, once recognized by the Mayor or Presiding Officer, shall not be interrupted while speaking unless called to order by the Mayor or Presiding Officer. All questions and remarks should be addressed to the Mayor or Presiding Officer.

The Mayor or Presiding Officer may order any person or group to leave a meeting where said person or group, after warning, willfully interrupts a meeting so as to render the orderly conduct of the meeting unfeasible. If said person or group refuses to leave the meeting after being directed to do so by the Mayor or Presiding Officer, the Mayor or Presiding Officer may implement the procedures authorized by law to evict a disruptive person or group from the meeting and to restore order, including but not limited to the procedures authorized by Government Code Sections 54957.9 and 36813.

2.04.070 - Decorum.

No City Council member shall be allowed to speak more than once upon any one subject until every other City Council member wishing to speak thereon shall have had the opportunity to speak. The Mayor and Council Members shall accord the utmost courtesy to each other, to City staff, and to the public appearing before the City Council and shall refrain at all times from rude or derogatory remarks.

2.04.080 - Items for Future Agendas and Time Limits for Comments.

- A. During a City Council meeting, the Mayor or any member of the Council may direct the City Manager to place an item on a future agenda.
- B. If a member of the City Council believes that their comments on any item will exceed five minutes, they shall ask the Mayor or Presiding Officer for additional time to speak on the item.
- C. Public comments shall be limited to three minutes per person per agenda item unless otherwise authorized by majority vote.

2.04.090 – Nomination of Mayor and Mayor Pro Tempore.

The City Council selection of the Mayor and Mayor Pro Tempore shall occur annually at a regular or special Council meeting in December by a seniority rotation process as follows:

- A. The office of Mayor and Mayor Pro Tempore shall rotate each year based on the number of years each council member has been in office. Each Council Member shall

- be given a specified position in the rotation sequence. The first person in the sequence, as determined by tenure on the City Council, shall serve as Mayor. The second person in the sequence, shall serve as Mayor Pro Tempore.
- B. After serving as Mayor, that Council Member moves to the end of the rotation sequence and the other four Council Members move forward, causing the Mayor Pro Tempore to become the Mayor.
 - C. The next Council Member in the rotation after the Mayor Pro Tempore shall then become the Mayor Pro Tempore.
 - D. When a Council Member is newly elected or appointed, the new Council Member is placed in the fourth position in the rotation, after all incumbents, but before the current outgoing Mayor.
 - E. If two or more Council Members are newly elected at the same time, the number of votes received in the election determines the Council Members position in the sequence, with the Council Member receiving the fewest votes placed last in the rotation but before the current outgoing Mayor.
 - F. Incumbent Council Members, when re-elected, retain their placement in the rotation.
 - G. If for any reason a Council Member is removed from the rotation, the remaining Council Members move forward in the sequence.
 - H. A Council Member may decline to serve as Mayor or Mayor Pro Tempore. In this case, the office would pass to the next Council Member on the list. The Council Member who declined may drop back one position in the rotation.
 - I. The selection of the Mayor and Mayor Pro Tempore must be ratified by three affirmative votes. If the Mayor or Mayor Pro Tempore fail to receive three affirmative votes, they retain their current position in the rotation and the office would pass to the next Council Member on the list, subject to ratification by three affirmative votes. This process continues until a Mayor and Mayor Pro Tempore are ratified by three affirmative votes. The newly selected Mayor and Mayor Pro Tempore shall be seated in their positions immediately after they have been approved by three affirmative Council Member votes.
 - J. The City Clerk shall keep and update a list outlining the rotational sequence.
 - K. A Council Member may serve as Mayor or Mayor Pro Tempore a total of two years during a four-year term of office on the Council, but shall not serve as Mayor or Mayor Pro Tempore in consecutive years.

2.04.100 – Appointments to City Boards and Commissions.

The City Council shall appoint all City board and commission members as determined by Sections 2.24.040, 2.30.020, and 2.35.040. The following guidelines shall control the appointment process:

- A. Members of the public may apply when a vacancy on a board or commission occurs. The City Council will conduct interviews of applicants at a City Council meeting once a sufficient number of applications have been received.

- B. Upon completion of applicant interviews, Council Members may nominate applicants to be appointed to the board or commission. Once all nominations are received, a vote will be taken for each nomination beginning with the first applicant nominated. Council Members may vote multiple times if there are multiple vacancies for the board or commission.
- C. If a nominee receives a majority vote from a quorum of the Council, that nominee shall be appointed to the board or commission.

2.04.110 – Appointment of Council Members to Boards and Commissions of Outside Agencies.

At the first regular Council meeting in January of each year, the Mayor shall appoint members to Boards and Commissions of outside agencies in the manner provided for herein. At said meeting, the Mayor shall announce the board or commission for which nominations will be considered and invite nominations from the Council. Once all nominations have been received for the specified position, the Mayor shall close nominations. If only one Council Member is nominated to a specified position, the Mayor shall appoint that Council Member to said Board or Commission. In the event more than one Council Member is nominated for a specified position, the Mayor shall ask the nominees if they are willing to serve in the specified position. If a Council Member declines to serve, that Council Member's nomination shall be withdrawn. The Council shall hold a discussion and receive statements from nominees where multiple willing Council Members have been nominated for a specified position. Thereafter, the Mayor shall make an appointment to the specified position from among the willing nominees. This process shall be continued until all open positions on boards and commissions of outside agencies are filled. If no nominations are received for a particular board or commission, the Mayor may appoint a Council Member to fill the position.

2.04.120 – Mayoral Responsibilities.

The following tasks are the responsibility of the Mayor or if the Mayor is unavailable the Mayor Pro Tempore or Presiding Officer.

- A. To conduct meetings of the City Council as its chair.
- B. Ensure decorum is maintained at the meeting.
- C. To represent the City as its chief elected official at community functions, events, and meetings.
- D. To review and propose additions to the agendas of meetings of the City Council.
- E. Appoint individuals to ad hoc committees;
- F. Serve as the primary spokesperson of the Council in communications with the press;
- G. Sign all letters authorized by and on behalf of the Council.

2.04.130 – Council Member Conduct.

City Council Members shall:

- A. Treat each other, staff, and members of the public with courtesy and respect;
- B. Maintain confidentiality of all closed session materials and discussion;
- C. Be attentive to others and limit interruptions and distractions;
- D. Encourage diverse viewpoints in debate while avoiding personal attacks;
- E. Agree to respectfully disagree;
- F. Promote discussion and resolution of problems;
- G. Comply with and adhere to official decisions and policies of the City Council as approved by a majority of the Council;
- H. Work in furtherance of the City’s best interests;

2.04.140 – Council Member Vacancies.

In the event of a vacancy on the City Council, the Council shall fill the vacancy within 60 days of its occurrence in compliance with and subject to the limitations set forth in the applicable provisions of the Government Code. In the event the City Council chooses to fill the vacancy by appointment, the Mayor shall invite qualified individuals to apply for the vacant position. At a public meeting held in compliance with the Ralph M. Brown Act, the Council shall interview applicants for the vacant position. Upon completion of the applicant interviews, the Mayor shall request nominations for the vacant Council position. Once all nominations have been received for the vacant position, the Mayor shall close nominations and a vote shall be taken on the nominations in the order received. This process shall continue until such time as a nominee receives three affirmative votes of the Council. Upon a nominee receiving three affirmative Council Member votes, the nominee shall be sworn into office and assume the vacant Council position.

NOW, THEREFORE, BE IT ORDAINED the City Council of the City of Beaumont, California, approves an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 15th day of September 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the ___ day of September 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

Rey Santos, Mayor

Attest:

Nicole Wheelwright, Deputy City Clerk

Approved as to form:

John O. Pinkney, City Attorney



Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE: September 15, 2020

SUBJECT: **Award of Contracts to Wood Maintenance Services, Inc; Clean Harbors Environmental Services, Inc.; and Environmental Logistics, for Homeless Encampment Cleanup Services on City-Owned Properties**

Background and Analysis:

Pursuant to Beaumont Municipal Code, Chapter 3.01.040, City staff published a Request for Proposals (RFP) on July 2, 2020, for homeless encampment cleanup services. The RFP was posted on the City's website and PublicPurchase.com, with a closing date of July 29, 2020. Three vendors responded, including: Wood Maintenance Services, Inc.; Clean Harbors Environmental Services, Inc; and Environmental Logistics.

The scope of work included furnishing all labor and equipment to provide turnkey homeless encampment site cleanup for a safe and clean site by removing biohazardous material and other encampment waste material. Additionally, the contractors are required to provide annual training to their employees in OSHA's Bloodborne Pathogen Standard 1910.1030, require their employees to wear appropriate personal protective equipment, and follow all other protocols established for the situation.

The services required will be on an on-call basis but would be scheduled with advanced notice in accordance with State law. Furthermore, all sites would be cleared by the Beaumont Police Department prior to the contractor accessing the site.

A committee of staff members from Community Services, Community Development, and the Police Department reviewed and evaluated the submitted proposals. Following the review process, the staff members met to discuss the vendors and agreed that each vendor was proficient in homeless encampment cleanup services. It is the committee's recommendation that having a pool of contractors to use is the most efficient method of operations in removing homeless encampments on City-owned property.

Likewise, utilizing a contractor for these types of critical services is in the best interest of the organization and prevents City employees from potential exposure to items that can be dangerous and hazardous, including hypodermic needles and weapons, while allowing staff to focus on other areas that are less of a liability to the organization and community.

The City Attorney has drafted an Agreement for Maintenance Services for each of the three vendors which outline the terms and conditions (Attachment A).

Fiscal Impact:

Expenses associated with homeless encampment cleanup services would be absorbed within the Parks and Recreation Department's budget under account number 100-6050-7068. The cost to prepare this staff report was approximately \$1,000.

Recommended Action:

Award a homeless encampment cleanup services contract to each of the following three vendors: (1) Woods Maintenance Services, Inc.; (2) Clean Harbors Environmental Services, Inc; and (3) Environmental Logistics and authorize the City Manager to execute the agreements on behalf of the City of Beaumont.

Attachments:

- A. Agreement for Maintenance Services

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 16th day of September, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Clean Harbors Environmental Services, Inc., a Massachusetts corporation qualified to do business in California, whose address is 2500 East Victoria Street, Compton, California 90220 (“CONTRACTOR”).

RECITALS

- A. CITY published a Request for Proposals (“RFP”) for homeless encampment cleanup on July 2, 2020;
- B. CONTRACTOR submitted a proposal (“Proposal”) in response to the RFP a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit “A”** and made a part hereof by this reference; and
- C. CITY desires to engage CONTRACTOR on a non-exclusive basis to provide the services provided for in the Proposal on an as needed basis; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement: Work Order. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. Notwithstanding the forgoing, City may terminate this Agreement immediately upon written notice to Contractor. In the event that the City does so terminate this Agreement it shall pay Contractor for all services provide prior to termination.

1.01 Non-Exclusivity. Contractor understands and agrees that this is a non-exclusive contract. The City intends to retain other contractors to perform the services as well and will assign separate projects to Contractor and others in its sole and absolute discretion. City has made no promise of a certain quantity of work or overall compensation under this Agreement.

1.02 Work Orders. Contractor shall not undertake performance of any Services without first receiving delivery of a written work order (“Work Order”) executed by City’s Community Services Director containing the scope of work and the authorized compensation for the scope of work. Contractor shall not undertake any Services in the absence of an executed Work Order, as provided in the preceding sentence. Any Services rendered in the absence of an executed Work Order or that exceed the compensation specifically stated in the Work Order shall not be eligible for compensation. In the event that the compensation contained in the Work Order will be insufficient whether due to the City increasing the scope of work or due to reasons that were not reasonably foreseeable by Contractor after inspecting the site at the time of quoting the job, Contractor shall secure a new or amended Work Order from the Community Services Director

prior to undertaking any such additional or unforeseeable Services.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal.

4. Obligations of CONTRACTOR.

4.01 CONTRACTOR shall perform all Services under this Agreement in a good and workman like manner, consistent with the standards generally recognized as being employed by similar contractors in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have, and shall secure all training, licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services including, but not limited to, required building permits, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the applicable standard of care. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of

all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the

findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County

of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By:

Todd Parton, City Manager

Date: _____

CONTRACTOR:

Clean Harbors Environmental Services, Inc., a Massachusetts corporation qualified to do business in California

By:

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"
PROPOSAL
(insert behind this page)

**Proposal to
City of Beaumont
RFP for Homeless Encampment Cleanup Services**

Due: July 29, 2020 10:00 AM



This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated in the bid documents, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.



Clean Harbors Environmental Services, Inc.
2500 East Victoria Street
Compton, California 90220
www.cleanharbors.com

Clean Harbors, Inc. (Parent Company)
A Massachusetts Corporation
Organized: 03/24/1980

d/b/a Clean Harbors Environmental Services, Inc.
Tax ID No.: 04-2698999
D & B No.: 039322250

July 28, 2020

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Re: RFP for Homeless Encampment Cleanup Services

Dear Selection Committee,

Clean Harbors Environmental Services, Inc. (“Clean Harbors”) is pleased to present our enclosed proposal for the City’s Homeless Encampment Cleanup Services. As many local governments are discovering homeless encampments often pose significant health and safety risks. Clean Harbors has experience providing the disinfection, sanitation and clean-up of homeless encampments and we currently provide these services to multiple local government agencies in California. Additionally, we have significant experience in coordinating our services with both local homeless support services and law enforcement services.

With safety as our number one priority and the best corporate training program in the industry, we are able to provide a level of service that is unparalleled. Our highly trained and experienced staff understand the complexity of working in and around transient population areas while still successfully completing their assigned tasks.

We value your business and appreciate this opportunity to participate in this RFP. Please do not hesitate to contact Donna Locher, if you have any questions or concerns, she is primary contact person for this proposal.

Offeror name:	Clean Harbors Environmental Services, Inc.	
	Local Office:	Corporate Office:
	2500 East Victoria Street	42 Longwater Drive
	Compton, CA 90220	Norwell, MA 02061-9149
	Phone: 562-405-2835	Phone: 781.792.5000
	Donna Locher, Area BD Manager	
	Locher.donna@cleanharbors.com	

Clean Harbors commits this proposal shall remain valid for 90 days from the bid due date.

Very respectfully,
Clean Harbors Environmental Services, Inc.

Donna J. Locher
Area BD Manager

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- B. Introduction
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- D. References and Experience
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 - 2. City Responsibilities
 - 3. Project Health and Safety
 - 4. Clean Harbors Training
- F. Cost Proposal
- G. Exhibit B Supplemental Proposal Form
- H. Appendix
 - 1. Licenses, Permits and Certificates
 - 2. Clean Harbors Standard Homeless Encampment Abatement Procedures
 - 3. Exceptions to contractual language

B. Introduction

Clean Harbors proposal is to provide the City turnkey homeless encampment site clean-ups services to the City. Clean Harbors can provide the collection, packaging, transportation and disposal of all universal, biohazardous, medical and hazardous waste present at the encampment sites. Clean Harbors has all the permits, licenses, training and experience to perform complete full service cleanup activities with our internal staff.

Clean Harbors can also provide the City with public right-of-way sanitation services on areas such as sidewalks, if needed. These additional services are essential disease prevention measures which are currently being adopted by many larger Cities within California. Clean Harbors has provided these disinfection services to the City of San Diego and the City of Los Angeles. We have the proper California Department of Pesticide Regulation (CDPR) license to provide these disinfection services.

Clean Harbors will provide the proposed clean-up services out of our Highland, CA location. ✓

C. Firm Profile

Clean Harbors is a publicly traded corporation headquartered in Norwell, Massachusetts, we employ more than 14,000 employees at over 400 service locations positioned throughout North America in 37 U.S. states, 7 Canadian provinces, Mexico and Puerto Rico. We own and operate over 50 waste management facilities and provide integrated services to a large, diversified customer base. Services we provide include hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services, and industrial services.

The company began forty years ago on March 24, 1980. Clean Harbors' experienced and dedicated employees are committed to providing the highest quality and most comprehensive environmental services available. The scope of our services encompasses the widest range and provides our customers with one single source for satisfying their multiple environmental needs.

Our corporate office is located at:

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061

Clean Harbors has over 400 locations across North America, our Compton, CA location will be the primary service provider for the proposed services. Experience and Local Staff ✓
Clean Harbors is experienced in providing homeless encampment clean-up services. Clean Harbors staff are properly trained and highly experienced at providing all these services.

Differentiating Aspects of Clean Harbors

Excellent Health & Safety Program

Clean Harbors' Environmental Health & Safety Department employs a centralized management system for the management of all health, safety, and environmental compliance functions. Our professionals oversee compliance nationwide with an organization aligned with the business lines of the company. The corporate Environmental Health & Safety compliance group supports the field compliance managers, develops corporate policy, and implements the corporate compliance programs.

Health & Safety is Clean Harbors' #1 priority – companywide. Employees at all levels of the company share this philosophy and are committed to ensuring our safety goals are met. Our commitment to health and safety benefits everyone - our employees, our customers, the community, and the environment.



Clean Harbors has an extensive array of Health and Safety policies and Environmental Compliance procedures and guidelines that direct our day-to-day activities and ensure we have safe operating conditions for all of our employees and customers. These policies and guidelines are monitored and enforced as part of the daily oversight by our supervisors, as well as by the inspections and audit programs we utilize at all of our job sites and operating facilities. Our Health and Safety policies and Environmental Compliance procedures and guidelines are company confidential documents, but we have included a copy of the table of contents from our Health and Safety Policies and Standards on the following pages to demonstrate the breadth of our program and policies to the City.

Clean Harbors Health & Safety Manual & Infrastructure

Clean Harbors comprehensive Health and Safety Manual has 3 tiers as described below.

Tier #1 – Health & Safety Policies

These Policies are overarching companywide documents covering a specific topic, which is applicable to everyone with no variances/ exceptions/ deviations from the requirements.

Tier #2 – Standards

These Standards are documents containing more detailed information, and requirements covering specific topics, again, applicable to everyone and with no variances/ exceptions/ deviations.

Tier #3 – Standards and BMPs

These represent requirements applicable to a subset of the company. The requirements do not apply to the entire company and are typically created to meet specific legislative or operational requirements. The name and the scope of the document will define and clarify its applicability within the company. The use of the term "standard" means the elements of the documents are requirements much like Tiers 1 and 2.

Clean Harbors Health Safety Policies and Standards**Table of Contents****MANAGEMENT**

- 1-A: Management Commitment (HS.00001.PLC-10HS)**
- 1-B: Planning and Resources (HS.00002.PLC-10HS)**
- 1-C: Health and Safety Policies (HS.00003.PLC-10HS)**
- 1-D: Authority Responsibility Line Accountability (HS.00004.PLC-10HS)**
- 1-E: Contractors and Contract Employees (HS.00005.PLC-10HS)**
- 1-F: Employee Involvement Policy (HS.00006.PLC-10HS)**
 - Behavioral Based Safety Standard (HS.00082.T2S-10HS)*
 - Health and Safety Committee Standard (HS.00083.T2S-10HS)*
- 1-G: HS System Goals (HS.00007.PLC-10HS) FINAL**
- 1-H: Health and Safety System Evaluation (HS.00008.PLC-10HS)**
- 1-I: Legislative Compliance (HS.00009.PLC-10HS)**
 - Employee Health Safety Rules Standard (HS.00084.T2S-10HS)*
 - Hazard Communication Standard (HS.00085.T2S-10HS)*

WORKSITE ANALYSIS

- 2-A: Hazard Analysis Change Routine Activity Prevention Control (HS.0010.PLC-10HS)**
 - 1,3-Butadiene Handling and Exposure Standard (HS.00001.T2S-10HS)*
 - Abrasive Blasting Standard (HS.00011.T2S-10HS)*
 - Acrylonitrile Standard (HS.00048.T2S-10HS)*
 - Ammonia Waste Safety Standard (HS.00013.T2S-10HS)*
 - Arsenic Standard (HS.00049.T2S-10HS)*
 - Asbestos Standard (HS.00040.T2S-10HS)*
 - Benzene Handling and Exposure (HS.00014.T2S-10HS)*
 - Beryllium Standard (HS.00050.T2S-10HS)*
 - Bio-Haz Infectious Substances Bloodborne Path Exposure Control Standard (HS.00015.T2S-10HS)*
 - Bonding and Grounding Standard (HS.00017.T2S-10HS)*
 - Bulging Container Management Standard (HS.00016.T2S-10HS)*
 - Cadmium Standard (HS.00051.T2S-10HS)*
 - Chemical Hygiene Plan (HS.00019.T2S-10HS)*
 - Cold Stress Standard (HS.00018.T2S-10HS)*
 - Confined Space Entry Standard (HS.00030.T2S-10HS)*
 - Crystalline Silica (Quartz) Standard (HS.00012.T2S-10HS)*
 - Cyanide Handling Standard (HS.00020.T2S-10HS)*
 - Decontamination Standard (HS.00021.T2S-10HS)*
 - Drum and Container Handling Standard (HS.00022.T2S-10HS)*
 - Electricity Safety Standard (HS.00023.T2S-10HS)*
 - Employee Safety Meetings Standard (HS.00024.T2S-10HS)*
 - Ergonomics Program Standard (HS.00025.T2S-10HS)*
 - Ethylene Oxide Standard (HS.00041.T2S-10HS)*
 - Excavation and Trenching Standard (HS.00026.T2S-10HS)*
 - Fall Protection-Working from Heights (HS.00027.T2S-10HS)*
 - Flammable-Combustible Tank Vehicle Cutting Standard (HS.00028.T2S-10HS)*
 - Formaldehyde Standard (HS.00052.T2S-10HS)*
 - Heat Stress Standard (HS.00029.T2S-10HS)*
 - Hexavalent Chromium Standard (HS.00053.T2S-10HS)*

Worksite Analysis (Cont'd)

- Highly Hazardous Materials Acceptance Program Standard (HS.00059.T2S-10HS)*
- Hot Work Permit Standard (HS.00035.T2S-10HS)*
- Household Hazardous Waste Collections Standard (HS.00036.T2S-10HS)*
- HPWJ Standard (HS.00031.T2S-10HS)*
- Hydrogen Fluoride Safety Standard (HS.00042.T2S-10HS)*
- Hydrogen Sulfide Awareness Standard (HS.00044.T2S-10HS)*
- Job Hazard Analysis Standard (HS.00086.T2S-10HS)*
- Lead Standard (HS.00054.T2S-10HS)*
- Line and Equipment Opening Program Standard (HS.00037.T2S-10HS)*
- Lockout Tagout Standard (HS.00045.T2S-10HS)*
- Management of Change Standard (HS.00046.T2S-10HS)*
- Marine (Boating) Safety Standard (HS.00061.T2S-10HS)*
- Mercury Management Standard (HS.00039.T2S-10HS)*
- Methylene Chloride Standard (HS.00055.T2S-10HS)*
- Mobile Cranes Standard (HS.00047.T2S-10HS)*
- Pesticide Waste Collection Standard (HS.00057.T2S-10HS)*
- Pressure Relief Valves on Double Diaphragm Pumps Standard (HS.00087.T2S-10HS)*
- Pressure Washing Standard (HS.00066.T2S-10HS)*
- Radiation Protection Safety Standard (HS.00064.T2S-10HS)*
- Rail Transportation Bloodborne Response Standard (HS.00060.T2S-10HS)*
- Site Access Control Standard (HS.00065.T2S-10HS)*
- Site Characterization and Analysis Standard (HS.00062.T2S-10HS)*
- Vinyl Chloride Standard (HS.00056.T2S-10HS)*
- Working Alone or in Isolation (HS.00002.T2S-10HS)*
- Working Safely on Petroleum Storage Tank Floating Roofs Standard (HS.00034.T2S-10HS)*
- 2-B: Routine Inspections (HS.00011.PLC-10HS)**
 - Ladders-Step Fixed Extension Standard (HS.00067.T2S-10HS)*
 - Mechanical Retrieval Inspection Standard (HS.00089.T2S-10HS)*
 - Sling Inspection Standard (HS.00090.T2S-10HS)*
- 2-C: Hazard Reporting and Correction Tracking (HS.00013.PLC-10HS)**
- 2-D: Incident Reporting and Investigations (HS.00014.PLC-10HS)**
- 2-E: Trend Analysis (HS.00015.PLC-10HS)**

HAZARD PREVENTION AND CONTROL

- 3-A: Discipline Policy (HS.00016.PLC-10HS)**
- 3-B: Predictive Preventive Maintenance (HS.00017.PLC-10HS)**
 - Preventative Maintenance Standard (HS.00038.T2S-10HS)*
- 3-C: Emergency/Security Procedures (HS.00018.PLC-10HS)**
 - Emergency Response Standard (HS.00070.T2S-10HS)*
 - First Aid Standard (HS.00071.T2S-10HS)*
 - Fire Protection Standard (HS.00058.T2S-10HS)*
- 3-D: Personal Protective Equipment (PPE) Policy (HS.00019.PLC-10HS)**
 - Personal Protective Equipment Standard (HS.00072.T2S-10HS)*
 - Respiratory Protection Standard (HS.00073.T2S-10HS)*
- 3-E: Process Safety Management (HS.00020.PLC-10HS)**
 - Process Safety Management Program Standard (HS.00074.T2S-10HS)*

- 3-F: IIPP Policy (HS.00021.PLC-10HS)**
- 3-G: Occupational Health Care Program (HS.00022.PLC-10HS)**
 - Hearing Conservation Standard (HS.00075.T2S-10HS)*
 - Industrial Hygiene Standard (HS.00076.T2S-10HS)*
 - Medical Surveillance Program (HS.00003.T2S-10HS)*
 - Return to Work for Non-Work Injuries or Illnesses (HS.00004.T2S-10HS)*
 - Workplace Fetal Protection Standard (HS.00077.T2S-10HS)*
- 3-H: Recordkeeping (HS.00023.PLC-10HS)**
- 3-I: Document Control (HS.00024.PLC-10HS)**
- 3-J: Safety Glasses and Safety Boots Reimbursement Policy (HS.00028.PLC-10HS)**

SAFETY AND HEALTH TRAINING

- 4-A: Health and Safety Training Recordkeeping (HS.00025.PLC-10HS)**
 - Heavy Equipment Operator Standard (HS.00079.T2S-10HS)*
 - Mobile Crane Training (HS.00078.T2S-10HS)*
 - New Employee-Short Service Worker Standard (HS.00032.T2S-10HS)*
 - Powered Industrial Vehicles Standard (HS.00043.T2S-10HS)*

D. References and Experience

Several West Coast cities and counties have seen large increases in the number of homeless, and many of these city and county governments have declared states of emergency related to public safety and health hazard risks stemming from the homeless encampments. The encampments are commonly filled with garbage, human feces and urine, hypodermic needles and other insanitary conditions.

Clean Harbors has knowledge, training, experience and resources necessary to provide the essential turnkey homeless encampment site sanitation & abatement services needed to reduce and minimize these risks.

Clean Harbors has over 7 years of experience providing the Disinfection, Sanitation and Clean-up specifically of homeless encampments in California. In addition, we have over 39 years of experience in providing a vast array of waste management services throughout North America. We have provided customer references for some of our California clients who utilize Clean Harbors' Homeless Encampment Abatement services below.

Customer Name: City of Los Angeles, Watershed Protection Div.
 Address: 2714 Media Center Drive, Los Angeles, CA 90065
 Contact Name, Title: Howard Wong, Environmental Inspector
 Telephone Number: (213) 725-6313
 Email Address: howard.wong@lacity.org
 Period of Performance: From: 2012 To: Present
 Contract Value: 53 Million (master contract value- numerous Clean Harbors services)

The above contract includes numerous Clean Harbors services to the City. Beginning in 2012, Clean Harbors began providing homeless encampment cleanup services on a biweekly schedule. We provide abatement, decontamination, sanitation and hazardous waste transportation and disposal services to the City. Our crews work in conjunction with the City's sanitation crews to perform the cleanup services. The City's staff handles the trash collection, transportation and disposal. The City also provides site security, personal property cataloging and storage, and manages any contraband which is discovered at the site.

Customer Name: County of San Diego
 Address: 5560 Overland Avenue, Suite 270, San Diego, CA 92123-1204
 Contact Name, Title: Chris Robinson, Supervisor
 Telephone Number: (619) 660-5815
 Email Address: Christopher.Robinson@sdcounty.ca.gov
 Period of Performance: From: Nov 2017 To: present
 Contract Value: Estimated annual contract value \$1 Million.

Clean Harbors provides complete homeless encampment abatement services at various sites throughout the county. Services include abatement, disinfection per County protocols, confined space entry, trash and hazardous waste clean-up, transportation and disposal.

Customer Name: County of Orange Community Resources
 Address: 1770 North Broadway 4th Floor, Santa Ana, CA 92706

Contact Name, Title: Sue Stoffel, Maintenance Inspector
 Telephone Number: (714) 834-2400
 Email Address: sue.stoffel@ocparks.com
 Period of Performance: From: March 2017 To: Present
 Contract Value: Estimated annual contract value \$275,000.

Clean Harbors provides homeless encampment abatement services to the County Community Resources Agency. Services include abatement, disinfection, confined space entry, trash and hazardous waste clean-up, transportation and disposal.

Customer Name: City of San Diego
 Address: 1200 Third Avenue, Ste 200, San Diego, CA 92101
 Contact Name, Title: Michael Dykes, Code Compliance Supervisor
 Telephone Number: (858) 627-3314
 Email Address: mdykes@sandiego.gov
 Period of Performance: From: September 2017 To: present
 Contract Value: Estimated annual contract value \$1 Million.

Clean Harbors provides sanitation services on City public rights-of-way and other City property throughout the City. Services include disinfection per County protocols. Clean Harbors began providing these sanitation services to the City in September 2017 to help with the Hepatitis A epidemic.

Customer Name: Caltrans
 Address: 2616 N. Main St, Walnut Creek, CA 94597
 Contact Name, Title: Jeremy D. Reiss, Maintenance Area Superintendent
 Telephone Number: (925) 926-6155 office, (925) 580-5638 Cell
 Email Address: jeremy.reiss@dot.ca.gov
 Period of Performance: From: August 2019 To: Present
 Contract Value: Estimated annual contract value \$300,000

Clean Harbors provides homeless encampment abatement services to Caltrans in Alameda and Contra Costa Counties. Services include abatement, disinfection, confined space entry, trash and hazardous waste clean-up, transportation and disposal.

Staff Roles & Experience

Clean Harbors' Field Service Center will provide a team of experienced professionals to manage the City's service needs. A dedicated team of professionals consisting of a Field Services Branch Manager, and a Project Manager/ Field Services Specialist will provide the coordinated program management the City is in need of. Together, the team will ensure efficient planning, quality service, cost control, and risk containment. Clean Harbors will be responsible for controlling the quality of work, the work schedule and budget; and for assuring that the specified quality, schedule and budget is achieved.

Clean Harbors Project Manager, Carlos Mena, will have overall project responsibility and will be the primary operational contact for the City. He will oversee planning, provide technical advice, and will act as liaison between the City and Clean Harbors. Carlos will be responsible for appropriating equipment and arranging for services, leading & supervising field operations,

ensuring that Health & Safety requirements are adhered. Carlos has over 19 years of experience in the environmental industry.

The Field Technicians will perform the waste handling and cleanup services. The Equipment Operators/Driver will operate trucks and other necessary equipment to transport supplies and waste to and from the cleanup sites. The Drivers will often fill Technician roles while onsite if needed.

Clean Harbors Branch Manager, Jorge Delatorre, is accountable for all projects performed out of the Riverside Branch and will provide management oversight for all the services we provide to the City. Jorge has 16 years of experience in the environmental industry.

Israel Garcia, Regional Health & Safety Manager, will provide program Health & Safety oversight, and support H&S Plan development. Mr. Garcia has 12 years of experience in the Environmental Industry.

Customer satisfaction is a priority for Clean Harbors, our Account Development Manager, Donna Locher, will routinely meet with you to discuss performance. Your Account Manager will be your primary point of contact for contract and account management needs. Donna has 27 years of experience in the environmental industry.

Which is
it? Compton,
Highland or
Riverside?

E. Scope of Services

Clean Harbors will provide the following features as part of our services to the City:

- Dedicated Skilled Project Manager - This individual will be the primary contact for all services to the City, this will be Carlos Mena.
- Skilled Personnel - Clean Harbors' staff of experienced, capable Supervisors, Foremen and Technicians will perform the abatement services for the City in an efficient, customer- oriented manner to your complete satisfaction.
- Compliance with Regulations - Clean Harbors regards compliance with applicable environmental regulations as a critical component of its overall operations both from the standpoint of health and safety of its employees and as a service to its customers. All Federal, State and Local regulations will be strictly adhered to.
- Proper Supplies and Equipment - Clean Harbors will provide all the necessary supplies and equipment to safely and effectively provide the requested services and to package any hazardous materials generated during the abatement process.
- Document Preparation - Clean Harbors will prepare and provide all the necessary paperwork to properly package and ship all the abatement waste safely and in compliance with all applicable regulations.

Clean Harbors Responsibilities:

- Closely coordinate and work with all City's staff and contractors to ensure maximum project efficiency, safety and regulatory compliance and for all scheduled work.
- Provide required Notice to Vacate posting at least 72 hours prior to cleanup services, including photographing & emailing notices to requested parties.
- Provide cleanup services on a scheduled basis.
- **Perform all the duties and responsibilities outlined in the RFP in accordance with all City's policies and procedures.**
- Provide qualified and appropriate field crews for all Clean-up services including hazardous materials removal and confined space entries.
- Remove and dispose of all debris including makeshift shelters/ structures.
- Identify, remove, package, transport and dispose all debris/trash, universal & hazardous & biohazardous waste.
- Decontaminate and sanitize the waste to be removed to ensure health and safety.
- Provide the City with pre and post abatement/sanitation photos of encampment sites.
- Notify the City whenever adjacent encampments are discovered by Clean Harbors crews.
- Upon discovery of unattended personal property that does not present a health and safety hazard, Clean Harbors will bag, tag and log the personal property. We will notify the City of the discovered personal property and post personal property retrieval information at

the cleanup site. Clean Harbors can transport the personal property to the City's designated storage location. These items will be tagged per the RFP document.

- Immediately halt work and notify the appropriate local law enforcement via 911, if any contraband and/or evidence of criminal activity is discovered at a site.
- Photograph each site before and after the cleaning. Provide an electronic copy of each photograph.
- Provide the City notification of when the work is complete and provide a report to include the total weight of the debris removed and weight tags from the facility.
- Coordinate with the City Representative in the event an adjacent encampment is discovered and obtain work authorization prior to proceeding.
- Trim trees and vegetation per the RFP requirement.
- Turnover all medications and controlled substances to the City of Beaumont Police Department.
- Work efficiently and courteously and businesslike.
- Properly manage all solid, hazardous, bio and sharps waste in accordance with applicable laws.

Clean Harbors will self-perform all the above services with the exception of the disposal of the non-hazardous and universal waste; these disposal services will be managed under the exclusive franchise agreement with Waste Management.

If desired, Clean Harbors can also decontaminate and sanitize the encampment areas to ensure health and safety. This is common practice when encampments are in public places with concrete or asphalt, such as sidewalks and parking lots.

We have included a generic outline of our Homeless Encampment Abatement procedures which provides details of our work plan, the procedures can be customized to the City if necessary.

Please see Appendix 2-Clean Harbors Homeless Encampment Sanitation Abatement Procedures.

Note: this is a company confidential document that we request you do not distribute outside of the City without Clean Harbors' written permission.

Exempt from Disclosure under PRA (California Government Code Sections 6250 et. Seq.)

City Responsibilities

- Sites will be identified by the City Police Department which will be clustered according to quantity of waste, number of encampments, accessibility and other conditions.
- One week prior to site mobilization city staff will provide "Notice to Abate Nuisance at each site.
- Once the site(s) have been tagged for clean-up, City staff will send Clean Harbors information about the locations to be cleaned up per the RFP document.
- Provide a City Point of Contact

- Provide training and written instruction for Clean Harbors to help manage the retained personal property as referenced in the RFP document.
- Ensure local law enforcement presence is available to provide site security when contractor is present onsite.
- Provide location for personal property storage and handle all claims and collection claim stored personal property.
- Identify and establish working relationships with outreach and assistance agencies/groups.

Project Health and Safety

Health & Safety is Clean Harbors' #1 priority – companywide. Employees at all levels of the company share this philosophy and are committed to ensuring our safety goals are met.

Clean Harbors has an extensive array of Health and Safety policies and Environmental Compliance procedures and guidelines that direct our day-to-day activities and ensure we have safe operating conditions for all of our employees and customers. These policies and guidelines are monitored and enforced as part of the daily oversight by our supervisors, as well as by the inspections and audit programs we utilize at all of our job sites and operating facilities.

Prior to each job our entire crew prepares a written Job Hazard Analysis (JHA). The purpose of our JHA is help to identify hazards associated with routine and non-routine jobs or tasks, so that the risk of injury, illness, or a work related incident are minimized and will ensure the safety of all employees. Our JHA is used to ensure all employees are advised of safety and health hazards associated with the work or project about to commence, job specific equipment or tools, applicable Health & Safety procedures, and regulatory requirements related to the work being performed.

Clean Harbors will perform work in inclement weather and is aware of jobsite challenging conditions as noted in the RFP.

Clean Harbors Training

Clean Harbors has established work procedures and policies to safely perform the requested services in full regulatory compliance. Our employees have the necessary training to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat.

Clean Harbors Bloodborne Pathogen training is supplemented with precautions regarding West Nile Virus, hanta virus, Hepatitis A, and histoplasmosis and meets all OSHA's Bloodborne Pathogen Standard 1910.1030.

Employees participate in annual refresher training and site-specific training prior to each job. Clean Harbors utilizes a monthly modular training schedule to meet the annual refresher training requirement.

Clean Harbors has a very rigorous evaluation program in place to ensure that the drivers we hire are qualified and experienced in operating the specific type of vehicle for which we have hired

them. For employees who drive for the company, we have designed a Driver Training Policy and Program, which are structured to provide and maintain drivers with the necessary skills to perform safely and efficiently and to comply with regulatory requirements. Training objectives are met through a combination of initial and refresher training courses.

Employees have the work procedures to be able to safely manage bio waste, personal hygiene items, sharps and other materials which could pose a health threat. PPW will be provided and staff will be trained accordingly. These waste streams will be managed for disposal with the coordination of the City staff.

All Clean Harbors training records and licenses are available to the City.

The following pages outline the training our staff receive. We also have a Covid 19 response training course for our crews involved in Covid 19 decontamination services, which is not shown on the overview yet.

Clean Harbors Field Services HEALTH & SAFETY TRAINING OVERVIEW

Minimum Required Training	Environmental Tech I	Environmental Tech II	Environmental Tech III	Field Service Foreman
40-Hour OSHA HAZWOPER Training	*	*	*	*
Refresher Module 1 of 8 – HAZCOM	*	*	*	*
Refresher Module 2 of 8 – Medical / Bloodborne*	*	*	*	*
Refresher Module 3 of 8 – Respiratory Protection*	*	*	*	*
Refresher Module 4 of 8 – Confined Space / Heat Stress*	*	*	*	*
Refresher Module 5 of 8 – PPE / Hearing Protection*	*	*	*	*
Refresher Module 6 of 8 – Decontamination*	*	*	*	*
Refresher Module 7 of 8 – Emergency Response*	*	*	*	*
Refresher Module 8 of 8 – Drum & Material Handling*	*	*	*	*
Bloodborne Pathogen Training*	*	*	*	*
Hearing Conservation & Safety*	*	*	*	*
Cold Stress	*	*	*	*
Heat Stress	*	*	*	*
CPR Certification**	*	*	*	*
First Aid Certification**	*	*	*	*
Bonding & Grounding	*	*	*	*
Lockout / Tagout Affected Training | Exam	*	*	*	*
Aerial Lift Training | Exam	*	*	*	*
Fall Protection / Elevated Work Training | Exam	*	*	*	*
Confined Space Rescue*	*	*	*	*
Confined Space Entrant / Attendant	*	*	*	*
Hot Work Training | Exam	*	*	*	*
DOT Regulations for Hazardous Materials Employees***	*	*	*	*
Air Monitoring	*	*	*	*
Substance Abuse Supervisory Training	*	*	*	*
HAZWOPER Manager / Supervisor Training	*	*	*	*
Lockout / Tagout Authorized Training | Exam	*	*	*	*
Confined Space Entry Supervisor	*	*	*	*
Hot Work Authorized Training | Exam	*	*	*	*
Excavation & Trenching Competent Person	*	*	*	*

Requirement

* Annual requirement

** Biannual Requirement

*** Triennial

Clean Harbors

Clean Harbors Field Services HEALTH & SAFETY TRAINING OVERVIEW (continued)

Incentive-Based Electives	Environmental Tech I	Environmental Tech II	Environmental Tech III	Field Service Foreman
CDL w/Hazardous Materials Endorsement Program	*	*	*	*
Heavy Equipment Operator Status	*	*	*	*
Hepatitis B Vaccinations & Responsibilities		*	*	*
Certified Hazardous Material Handler (CHMH) Certification				*
Certified Hazardous Material Manager (CHMM) Certification				*
Additional Training Available at Management's Discretion				
High Pressure Water Blasting	◆	◆	◆	◆
Forklift Certification	◆	◆	◆	◆
3-Year Forklift Certification	◆	◆	◆	◆
Boating Safety	◆	◆	◆	◆
Cyanide Handling	◆	◆	◆	◆
Electrical Safety	◆	◆	◆	◆
Equipment Safety Inspection	◆	◆	◆	◆
Hydrofluoric Acid Handling	◆	◆	◆	◆
Underground Utility Vault	◆	◆	◆	◆
Scaffolding Competent Person	◆	◆	◆	◆
OSHA Regulated Substances Handling				◆
Pathological Waste Handling				◆
High-Hazard / Reactive Materials Handling				◆

**CITY OF BEAUMONT
RFP # Transit 2020-04 - HOMELESS ENCAMPMENT CLEANUP SERVICES**

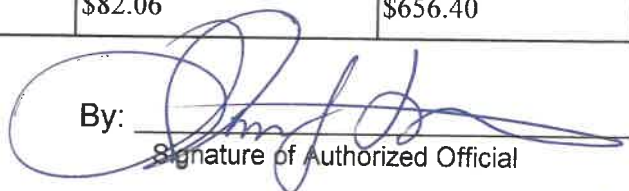
F. Cost Proposal

Pricing Fee Schedule

BID ITEM NO.	BID ITEM DESCRIPTION	UOM/QTY	PRICE
1.	Site Cleanup Mobilization	Per Site	\$298.00
2.	Site Cleanup Labor and Equipment	Each Hour	\$298.00
3.	Biohazard Technician	Each Hour	\$90.00
4.	Biohazard Material Disposal	40 Gallon Container	\$496.00
5.	Non-Biohazard Material Disposal	Per Ton	\$90.00
6.	Asbestos Abatement	Time and Material	N/A

NO.	EQUIPMENT DESCRIPTION	PRICE PER HOUR	PRICE PER DAY
1.	D4G Dozer	\$105.84	\$846.00
2.	200 Excavator	\$117.30	\$900.00
3.	430E Backhoe	\$86.24	\$690.00
4.	450C Loader	\$146.24	\$1,170.00
5.	2500 Gallon Water Truck	\$84.76	\$678.00
6.	6 Ton Dump Truck	\$82.06	\$656.40

Dated: 7/29/2020

By: 
Signature of Authorized Official

Donna Locher Area Dev. Manager
Print Name and Title

Pricing Conditions

1. All labor, equipment, materials and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of Clean Harbors' method of acquisition. Any items not described in this Schedule of Rates which are acquired by Clean Harbors shall be invoiced at Clean Harbors' cost plus a markup of **twenty percent (20%)**. (Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals.) The Schedule of Rates includes the cost of Clean Harbors basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work will be added to the project scope and the client will be invoiced at cost plus a markup listed above.
2. Lodging and subsistence for Clean Harbors personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from the employee's normal operations center and when overnight accommodations are required. The rate is **\$170** per person/ per day. When overnight accommodations are not required but work exceeds 12 hours, \$40.00 per day per person may apply to cover meals and incidentals.
3. At its sole discretion, Clean Harbors will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
4. Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
5. Services will be **performed Monday through Friday. Between 8am and 4pm**, excluding Holidays. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day.
6. Unless otherwise quoted, the following labor hours are considered Overtime and will be invoiced at 1.5 times the applicable straight time rate for all billable personnel:

All hours worked in excess of eight (8) on a normal workday (Monday - Friday), up to twelve (12) hours.
7. Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
8. Unless specifically notated in the equipment description, all equipment rates are un-operated.
9. A \$20.00 fee per manifest fee will be charged for every manifest to be in compliance with the e-manifest system implemented by the EPA on June 30, 2018.

10. Except where specifically quoted otherwise in the Rate Schedule, the following conditions will govern the way Clean Harbors invoices waste disposal for odd size shipping containers. Drum sizes or container types not covered herein will be quoted case-by-case.
- a. Disposal Pricing Conversions – Pricing for container sizes other than 55-gallon will be extrapolated as follows:

Container Size	Container Multiplier*
5 gallon or less	55-gallon price x 0.30 (or minimum charge listed below whichever is greater)
6 gallon – 20 gallon	55-gallon price x 0.60 (or minimum charge listed below whichever is greater)
21 gallon – 30 gallon	55-gallon price x 0.75 (or minimum charge listed below whichever is greater)
31 gallon – 55 gallon	55-gallon price x 1.00
56 gallon – 85 gallon (overpacks)	55-gallon price x 1.45
Pallets or cubic yard flexbins	55-gallon price x 3.50
Tote (<300 gallon)	55-gallon price x 5.00
Tote (300 - 375 gallon)	55-gallon price x 6.30

11. Cylinder Size Definitions

Cylinder Sizes	
Lecture (CYLE) -	Up to 3" dia. and 13" length or 4" dia. and 10" length
Small (CYSM) -	Up to 4" dia. and 24" length
Medium (CYME) -	Up to 12" dia. and 36" length
Large (CYLG) -	Up to 16" dia. and 56" length
Extra Large (CYXL) -	Up to 20" dia. and 64" length
½ Ton (CYHT)* -	Up to 30" dia. and 52" length or 20" dia. and 82" length
Ton (CYTN)* -	Up to 24" dia. and 94" length or 30" dia. and 82" length

12. Quoted pricing is based on the current market capacity, conditions and Government regulations. If a significant market-wide pricing, capacity or regulatory change affects our pricing, Clean Harbors will document such changes and approach the City to re-negotiate pricing.

City of Beaumont Pricing Addendum - Clean Harbors

	UOM	PRICE
FIELD PERSONNEL*		
Field Technician (Prevailing Wage)	HR	\$86.70
Equipment Operator (Prevailing Wage)	HR	\$110.28
Foreman	HR	\$60.00
Project Manager	HR	\$90.00
HEAVY DUTY TRUCKS		
Box Truck	HR	\$55.00
Rolloff Straight job	HR	\$82.00
LIGHT DUTY TRUCK/RESPONSE EQUIPMENT		
Pickup/Van/Car/Crew Cab	HR	\$25.00
Stake Body/Utility Truck	HR	\$35.00
Utility / Support Trailer	DAY	\$250.00
EARTH MOVING EQUIPMENT		
Bobcat Loader/Mini Excavator	HR	\$80.00
Fork Attachment for Bobcat Loader	DAY	\$60.00
ELECTRIC POWER TOOLS		
1/2in Drill, Electric	DAY	\$44.00
Circular Saw, Electric	DAY	\$62.00
Reciprocating Saw (Sawzall), Electric	DAY	\$80.00
Wet Vacuum (Shop Vac)	DAY	\$44.00
PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)		
Level C w/CPF1,2 or Poly Tyvek/Changeout	EA	\$60.00
Modified Level D (Tyvec, Gloves and Boots)	EA	\$28.00
Respirator, Full Face	DAY	\$20.00
Puncture Resistant Gloves	PAIR	\$20.00
Polycoated Rain Gear, 22mil	EA	\$22.00
Tyvec, White	EA	\$22.00
SITE SUPPORT / MISCELLANEOUS		
Miscellaneous Handtools	DAY	\$50.00
2500psi Pressure Washer	DAY	\$100.00
Sodium Hypochlorite, 15% (Bleach)	GALLON	\$20.00
Generator - 4,000 Watt	DAY	\$143.00
Rolloff Container with Tarp & Bows	DAY	\$15.00
Rolloff Poly Liner	EA	\$85.00
Portable Toilets	DAY	\$70.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$375.00
55 G Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$68.00
30 Gal / 120 Litre Poly Drum 1H2/Y142/S	EA	\$65.00
15 Gal / 60 Litre Poly Drum (1H2/Y1.8/100)	EA	\$60.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$20.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$90.00

Transportation and Disposal Rates

Waste Description	UOM	Disposal Price	Transportation Price	CH Waste Code
Non RCRA Solids to Hazardous Waste Landfill	55 gallon drum	100	25	CBP
Biohazardous Waste (i.e. Feces, vomit, sharps, etc)	55 gallon drum	432	25	D20R or D20X
	30 gallon drum	324	25	
Labpacked Flammable Liquids	5 gallon drum	85	25	LFB1
E-waste for Reclamation	55 gallon drum	250	25	EEE
Big Green Box (5 gallon box for Battery Recycling)	5 gal box	225	included with dispos	BGB
Aerosols for Incineration	55 gallon drum	324	25	LCCRQ
	5 gallon drum	85	25	
Propane Cylinders for Recycling	Each lecture to small size cylinder	50	25	LCY1
Propane Cylinders for Recycling	Each medium size cylinder	122	25	LCY1
Non Hazardous Trash/debris to Local Non Hazardous Waste Landfill & container rental	ton	Cost+ 20%*	Cost+ 20%*	CNO
Other Disposal	varies	quoted CBC	Quoted CBC	varies
E-manifest fee		\$20.00 each manifest		n/a

* The Non Hazardous Trash/ debris hauling and disposal charges will be billed at cost +20%, unless the City is willing to have the trash services directly billed to the City by the trash provider, to provide a cost savings.



EXHIBIT B

Supplemental Proposal Form

Qualifications

I have read the scope of services and am able to provide all the services required.

I am able to provide all services listed except: _____

Challenges expected with the Scope of Services requirements: none

Experience

Total years in operation: 40

Total years providing services as outlined in Scope of Services: 15

Job title and number of employees expected to perform services for the City of Beaumont: CHES Crew job titles as follow: Lead Tech, Equipment Operator, Field Tech or Biohazard Tech. The Crew consist of 3 members for most of the cleanups, if an encampment is bigger than what a 3-man crew can handle at this point CHES will reach out to City contact to negotiate rates before sending additional crews out to perform cleanup.

Describe Bloodborne Pathogen safety procedure and training plan: _____

We follow our comprehensive Bio-Hazardous Infectious Substances and Bloodborne Pathogens Exposure Control Standard. This is a company confidential document, a copy of the Table of Contents is attached to show the depth of the standard/policy.



What personal protective equipment (PPE) do you provide employees to prevent exposure to blood borne pathogens? (1) Inner surgical latex gloves or nitrile gloves (required if allergies to latex may be present); (2) PVC outer gloves; (3) Full protective coverall with hood and boots that meet ASTM F 1670 and ASTM F 1671 or EN14126 standards for blood and infectious materials. Examples include DuPont Tychem SL and Microchem 2300, with a minimum seam type of bound or taped; (4) PVC rain gear (where appropriate); (5) Taping (wrist and ankles); (6) Sleeve over outer gloves when hands will be below shoulder; (7) Gloves over sleeve when hands will be above shoulders; (8) Full face air purifying respirator; (9) Particulate filter (MSA P100 or GME-P100); (10) Steel-toe/steel shank work boots; (11) Disposable shoe covers (chicken boots); (12) Decontamination solution; (13) Metal foot & shin coverings, to protect from puncture wounds, where appropriate; (14) Other equipment, as appropriate.

What other PPE do you provide? We also provide Level A and B PPE

Equipment

List equipment proposed to use to abate camps and transport waste. Misc. Hand tools (shovels, rakes, picks, electrical saw, sprayers etc...) Bob Cat, Loader, Backhoe, Water truck, Dump truck, Stake bed truck, roll off truck

Are there additional charges for the equipment? Identify applicable charges. Yes, additional charges will apply if any of the equipment is needed to complete project as reflected on spreadsheet.

Subcontractors

Will sub-contractors be used for all or part of the service? Yes No

Provide sub-contractor business information and the equipment/services they will provide: _____

Appendix 1 - Clean Harbors Licenses, Permits and Certificates

Clean Harbors has all the necessary licenses, permits and certificates to provide the requested services to the City. Below is a summary of some of the relevant licenses and permits Clean Harbors possesses, copies of permits are available upon request.

Authority	License / Permit Number	Expiration
US EPA <i>Hazardous Waste Transporter</i>	MAD039322250	N/A
US DOT Pipeline & Hazardous Materials Safety Administration <i>Hazardous Materials Certificate of Registration</i>	062117 553 058ZB	06/30/23
US DOT Federal Motor Carrier Safety Administration <i>Hazardous Material Safety Permit</i>	US-180743-MA-HMSP	03/31/22
California Highway Patrol <i>Hazardous Materials Transport License</i>	132665	01/31/21
California Department of Toxic Substance Control <i>Hazardous Waste Transporter Registration</i>	3500	04/30/21
California Department of Motor Vehicles <i>Non-Expiring Motor Carrier Permit</i>	CA-0188448	N/A
California Contractors State License Board <i>C-12 HAZ A Contractors License</i>	720298	03/31/22
California Department of Industrial Relations <i>Public Works Contractor Registration*</i>	1000013713	06/30/23
California Department of Pesticide Regulation <i>Pest Control Business License*</i>	41228	12/31/2021
California Department of Pesticide Regulation <i>Qualified Applicator License*</i>	145396	12/31/2021

*Copies of these licenses are on the following pages. Copies of our other licenses/permits are available upon request.

**California Department of Pesticide Regulation --
Pest Control Business License**

dpr CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2019
EXPIRES: December 31, 2020

**Pest Control Business - Main
LICENSE**
LICENSE NO. 41228

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address	Business Location
CLEAN HARBORS ENVIRONMENTAL SERVICES 2500 E VICTORIA ST COMPTON, CA 90220	CLEAN HARBORS ENVIRONMENTAL SERVICES 2500 E VICTORIA ST COMPTON, CA 90220

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

Qualified Applicator License

dpr DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL
QUALIFIED APPLICATOR LICENSE

LICENSE #: 145396 EXPIRES: 12/31/2021
Categories: K Issued: 1/1/2020

RAFAEL VILLALOBOS
2040 EUCALYPTUS AVE
LONG BEACH, CA 90806



This License must be shown to any representative of the Director or Commissioner upon request.

Appendix 2 - Clean Harbors Standard Homeless Encampment Abatement Procedures

Please find a company confidential generic outline of our Homeless Encampment Abatement Procedure on the following pages. The procedures will be adjusted to meet each client's needs.

Note: this is a company confidential document that we request you do not distribute outside of the City without Clean Harbors 'written permission.

Exempt from Disclosure under PRA (California Government Code Sections 6250 et. Seq.)

Homeless Encampment Sanitation and Abatement Procedure Outline

Initial Preparation

Clean Harbors is notified of the project and will perform a site visit if necessary. Usually confined space projects and large sites require a job walk. Smaller sites can often be assessed through emails and photographs. Based on information gathered, Clean Harbors will provide the client an estimate of the costs associated, and resources needed to complete the work. A mutually agreeable date and time to provide the abatement services is established between Clean Harbors and the client.

Client personnel will post signs (typically at least 72 hours in advance of the sanitation and/or abatement), notifying transients that the area is scheduled for cleaning and all personal property must be removed.

For safety reasons, local police/sheriff should be present whenever Clean Harbors and/or client personnel are present at an active encampment site.

Onsite Preparation

On the day of the sanitation and/or abatement services, the client, Clean Harbors and the Local Police or Sherriff Department will meet onsite to review the job scope and work plan. Clean Harbors starts each day with a safety meeting and review of the site hazards, we will assess the site and complete a Job Hazard Analysis (JHA) in accordance with Clean Harbors policies and procedures. A copy of the JHA is kept onsite with the supervisor/ foreman along with a copy of the Safety Data Sheet (SDS) for all, chemicals to be used. All personnel sign the JHA before commencing onsite work each day of the project.

Personnel will be notified of the PPE requirements which usually consists of a modified level D when there is no confined space. The modified level D requires all personnel to wear the following:

- ✓ Work Uniform (long sleeve, long pants)
- ✓ Steel Toe Boots
- ✓ Rubber covers for boots
- ✓ Level D PPE (Tyvek, Gloves, Safety Glasses)
- ✓ Safety Vests
- ✓ Hard Hats

Local police, Client and the Clean Harbors representative will walk through the site to ensure all transients have vacated the job site. Client will take “before” photos of the site.

Client personnel will identify, tag, log and photograph any abandoned personal property present at the job site. Clean Harbors staff will bag and transport the abandoned personal property, which has been identified and logged by the Client, to the Client’s designated storage location. When Clean Harbors personnel discover potential abandoned personal property while performing the sanitation and/or abatement services our staff will immediately notify the Clean Harbors Foreman, who will then relay the information to Client.

Encampment Sanitation and/or Abatement

Clean Harbors will establish a hot zone staging area for the solid and hazardous waste. A break area is established that is separate from the work area. Personnel will decon each time they leave the hot zone. This includes removing Tyvek, washing hands and using sodium hypochlorite / water solution to disinfect boots.

As the solid waste is bagged, Clean Harbors personnel will disinfect each bag with a sodium hypochlorite / water solution. Only properly trained and certified personnel will apply the solution as required by the California Department of Pesticide Regulation. Once disinfected, the bags are placed in the roll-off dumpster. Hazardous waste (e.g. needles, biohazards, aerosols, propane cylinders, etc.) is sorted and properly packaged for transportation and disposal.

Clean Harbors will prepare profiles for each hazardous waste stream generated during the abatement. Once approved, the driver will prepare a manifest which will be signed by Client. The waste will be transported to the Clean Harbors designated disposal facility and copy of the completed manifest is mailed back to Client for record keeping.

Solid waste / refuse generated during the abatement will be transported to a local landfill utilizing a bill of lading.

When the encampment area is concrete, the area will be disinfecting the area with the sodium hypochlorite / water solution. Our work plan will include measures to control, contain, capture and dispose of any remaining wash water generated during the sanitizing process, ensuring no waste will be allowed to enter the storm drain system.

Upon completion of the sanitation and/or abatement, “after” photos of the site will be taken.

Final Documentation and Invoicing

At the end of each day, the Clean Harbors Foreman or Lead Technician will document all equipment, personnel and supplies on a daily work sheet which is signed by Client onsite personnel. One copy is provided to Client at the site and the other is electronically uploaded into the Clean Harbors portal.

Upon completion of the project, an invoice will be sent to Client. The invoice packet will include the following:

- ✓ Detailed itemized invoice
- ✓ Completed and signed daily worksheet
- ✓ Manifests/ Bills of Lading for all waste generated and disposed of, when applicable
- ✓ Weight tickets from landfill, when applicable
- ✓ Site before and after photos

Appendix 3 - Clean Harbors Redlined Service Agreements

Clean Harbors has thoroughly reviewed the RFP and the Sample Contract and would like to know if the modifications in the attached redlined Services Agreements would be negotiable with the City.

Insert legal redlined agreement if applicable

City of Beaumont
Request for Proposal



Homeless Encampment Cleanup
Services

EXHIBIT C

Agreement for Maintenance Services

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the ____ day of _____, 2020 by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and _____, doing business as _____ whose address is _____ (“CONTRACTOR”).

RECITALS

- A. CONTRACTOR submitted a proposal (“Proposal”) in response to a request from the CITY to provide certain services, which Proposal is attached hereto as Exhibit “A” and made a part hereof by this reference; and
- B. CITY desires to engage CONTRACTOR to provide the services provided for in the Proposal; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. Notwithstanding the forgoing, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.
- 2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.
- 3. Compensation.

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed

City of Beaumont
Request for Proposal



Homeless Encampment Cleanup
Services

4. Obligations of CONTRACTOR.

4.01 CONTRACTOR shall perform all Services under this Agreement in a good and workman like manner, consistent with the standards generally recognized as being employed by contractors in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the applicable standard of care. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set



forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

5.01 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5.02 Commercial general liability insurance in an amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

Deleted: no less than

5.03 Business Auto Coverage in an amount of \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

Deleted: no less than

5.04 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

City of Beaumont
Request for Proposal



Homeless Encampment Cleanup
Services

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

6.05 Additional insured coverage shall be evidenced by and in accordance with use of ISO Endorsements Form No. CG 20 10 04 13 "Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization" and Form No. CG 20 37 04 13 "Additional Insured - Owners, Lessees or Contractors - Completed Operations". Such coverage shall not exceed and shall be subject to the limitation of liability set forth in Section 7. Notwithstanding anything to the contrary herein, should Contractor maintain any insurance in amounts greater than that required herein or that indicated in any certificate of insurance furnished by Contractor, or any insurance in addition to that required herein or indicated in any certificate of insurance furnished by Contractor, such insurance shall be for the exclusive protection and benefit of Contractor and City shall not be named an additional insured on such insurance and shall have no rights to the proceeds thereof as an additional insured.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, defense costs, court costs or any other costs to the extent caused by negligence and willful misconduct of Contractor during the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

Deleted: arising out of or in any way related to the

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual reasonable attorneys' fees incurred by CITY to the extent caused by negligence and willful misconduct of Contractor during the, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by

City of Beaumont
Request for Proposal



Homeless Encampment Cleanup
Services

CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable to the fault, negligence and willful misconduct of CITY.

c. ~~Notwithstanding anything to the contrary, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen. NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY AND, TO THE GREATEST EXTENT ALLOWED BY LAW, CITY AGREES THAT CONTRACTOR'S AGGREGATE LIABILITY TO CITY, TO ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE WORK/SERVICES, OR THE PROJECT SITE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY CONTRACTOR HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.~~

Deleted: solely
Deleted: , provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction....

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City

City of Beaumont
Request for Proposal



Homeless Encampment Cleanup
Services

Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder.

City of Beaumont
Request for Proposal



Homeless Encampment Cleanup
Services

CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By:

By: _____

Rey Santos, Mayor

Signature

Print Name:

Date: _____

Title:

Date:

EXHIBIT "B"
CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 16th day of September, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Woods Maintenance Services, Inc., a California corporation, whose address is 7250 Coldwater Canyon Avenue, North Hollywood, California 91605 (“CONTRACTOR”).

RECITALS

- A. CITY published a Request for Proposals (“RFP”) for homeless encampment cleanup on July 2, 2020;
- B. CONTRACTOR submitted a proposal (“Proposal”) in response to the RFP a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit “A”** and made a part hereof by this reference; and
- C. CITY desires to engage CONTRACTOR on a non-exclusive basis to provide the services provided for in the Proposal on an as needed basis; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement; Work Order. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. Notwithstanding the forgoing, City may terminate this Agreement immediately upon written notice to Contractor. In the event that the City does so terminate this Agreement it shall pay Contractor for all services provide prior to termination.

1.01 Non-Exclusivity. Contractor understands and agrees that this is a non-exclusive contract. The City intends to retain other contractors to perform the services as well and will assign separate projects to Contractor and others in its sole and absolute discretion. City has made no promise of a certain quantity of work or overall compensation under this Agreement.

1.02 Work Orders. Contractor shall not undertake performance of any Services without first receiving delivery of a written work order (“Work Order”) executed by City’s Community Services Director containing the scope of work and the authorized compensation for the scope of work. Contractor shall not undertake any Services in the absence of an executed Work Order, as provided in the preceding sentence. Any Services rendered in the absence of an executed Work Order or that exceed the compensation specifically stated in the Work Order shall not be eligible for compensation. In the event that the compensation contained in the Work Order will be insufficient whether due to the City increasing the scope of work or due to reasons that were not reasonably foreseeable by Contractor after inspecting the site at the time of quoting the job, Contractor shall secure a new or amended Work Order from the Community Services Director

prior to undertaking any such additional or unforeseeable Services.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal.

4. Obligations of CONTRACTOR.

4.01 CONTRACTOR shall perform all Services under this Agreement in a good and workman like manner, consistent with the standards generally recognized as being employed by similar contractors in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have, and shall secure all training, licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services including, but not limited to, required building permits, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the applicable standard of care. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of

all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the

findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County

of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By:

Todd Parton, City Manager

Date: _____

CONTRACTOR:

Woods Maintenance Services, Inc., a California corporation

By:

Print Name: _____

Title: _____

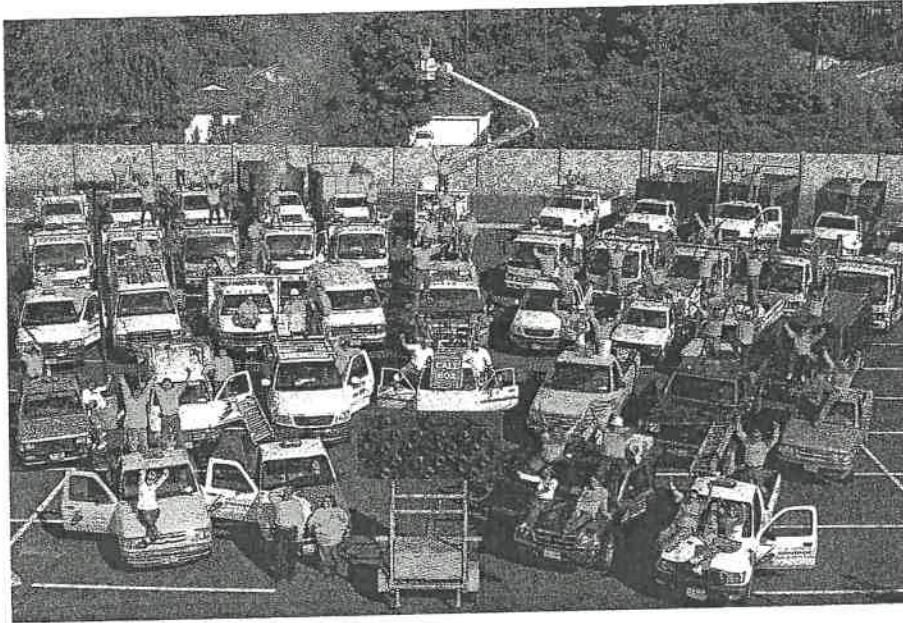
Date: _____

EXHIBIT "A"
PROPOSAL
(insert behind this page)



WOODS
MAINTENANCE
SERVICES, INC.

Item 8.



City of Beaumont
Request for Proposal
Homeless Encampment Cleanup Services

Due: July 29, 2020
By 10:00am

COPY

Submitted by:
Woods Maintenance Services, Inc.
7250 Coldwater Canyon Ave
North Hollywood, California 91605
(818) 764-2515
<http://www.wmsla.com>

City of Beaumont—RFP: Homeless Encampment Cleanup Services

Table of Contents

- A. Cover Letter
- B. Introduction/Information
- C. Firm Profile
- D. References
- E. Scope of Services
- F. Cost Proposal
- G. Additional Work
- H. Insurance

A. Cover Letter

Woods Maintenance Services, Inc. hereby affirms that it has read all documents related to the RFP and that it fully understands its duties per the scope of work (details provided in Section E of this proposal), and that it certifies compliance with the nondiscrimination requirements of both the State and Federal Government.

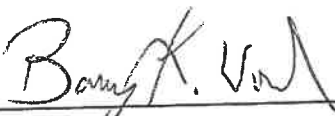
Furthermore, this letter is signed by its President, Barry K. Woods, who is authorized to negotiate and contractually bind Woods Maintenance Services, Inc. to the City of Beaumont in regard to any contract that is derived from this RFP.

In Barry Woods' absence, he authorizes any of the following people to negotiate on his behalf:

- Jeff Woods—General Manager
- Josh Woods—Director of Operations
- Jared Woods—Director of Special Projects

The contact information for all authorized persons is the same:

Woods Maintenance Services, Inc.
7250 Coldwater Canyon Ave
North Hollywood, CA 91605
818-764-2515 (o)
request@graffiticontrol.com (e)

x  _____

Barry K. Woods
President
July 28, 2020

B. Introduction/Information

This proposal for Homeless Encampment Cleanup Services is submitted by Woods Maintenance Services, Inc.

Business Address:

7250 Coldwater Canyon Ave
North Hollywood, CA 91605
818-764-2515 (o)
request@graffiticontrol.com (e)

Woods Maintenance Services, Inc. has a comprehensive understanding of the requirements for encampment cleanup set forth in the Request for Proposal documents issued by the City of Beaumont. Having performed this exact type of work on behalf of the Los Angeles County Metropolitan Transportation Authority (MTA), the Los Angeles County Department of Public Works Road Maintenance Division, and the Los Angeles County Department of Public Works Flood Control Division for many years, as well as similar work for the City of Los Angeles Office of Community Beautification, Woods is uniquely qualified to provide superior Homeless Encampment Cleanup Services for the City of Beaumont.

C. Firm Profile

Woods Maintenance Services, Inc. started out under its original corporate name of D & B Maintenance, Inc. as a janitorial maintenance contractor in 1975. In 1997, the firm incorporated in California as Woods Maintenance Services, Inc., and that entity continues today.

In October 2020, we will celebrate our 45-year anniversary as an ongoing business concern. At present, we have approximately 100 full time employees. We are headquartered at 7250 Coldwater Canyon Ave in North Hollywood, CA, in our newly purchased, one-plus acre facility.

When the company was created, we knew immediately that in order to have a successful business, we would need to not only work harder than everyone, we would need to work better. To that end WMS has always thought about how we can provide the most value to the client, while also anticipating our clients' future needs and requirements.

In 1975, our emphasis was on the daily and nightly maintenance of apartment buildings, condominiums, industrial parks, and office buildings, with a minor workload of graffiti removal and landscaping services. As we became more and more experienced and skilled, the future needs of our clients came sooner than we thought. However, because we always have adhered to the edict that our most important assets are our staff and our clients, we were quickly able to adapt to what our clients' work needs required and what services our staff was capable of providing. This way of thinking and operating continues to this day, and is the primary reason we have continued to be successful as we approach our 45th Anniversary.

In 1976, as the company became more established and began to earn its stellar reputation, we became licensed to perform high-pressure washing and steam cleaning work for hard surfaces, as well as masonry cleaning. It was during this period, while we were members of the Chamber of Commerce, when we helped to develop the Westwood Village Sidewalk Maintenance District, a program funded through property owners' taxes, to clean and maintain specific business districts. Ironically, the work we performed on this contract, during the nascent days of our firm, have become the backbone of our current workload: graffiti removal, weed, vegetation, trash, and debris removal, pressure washing and steam cleaning, and routine landscape maintenance.

As graffiti increased throughout Los Angeles and the country in the early 1980's, a new division—Graffiti Control Systems (GCS)—was formed to specifically address this out of control problem. Through trial and error, and a great deal of research and beta testing, GCS became the first graffiti contractor in the nation to utilize portable spectrophotometers in the field to computer color match paint, thereby setting a new standard for quality and timeliness. GCS was also the first graffiti abatement contractor to test and use "green" graffiti removal chemicals in the field, chemicals which are still part and parcel to our "non-painting" removal repertoire. Not wanting the future to pass us by, we have created our own web and smartphone application for graffiti removal, tracking, and trash, weed, and debris reporting services—Write On, Right Off™—which is available for free for all contract cities, agencies, and the public at large. It can

be custom adapted to each client's needs and requirements, whether it be for graffiti removal, landscape maintenance, or even encampment cleanup.

Woods Maintenance Services, Inc. was one of the first private contractors to provide weed, trash, vegetation, and debris removal from active and inactive railroad right of ways, as well as on freeways and the Los Angeles County flood control channels. In fact, we were the first contractor to employ the use of street sweepers in the channels to assist crews with trash removal. We have performed these services for major Southern California transit authorities including LACMTA, Metrolink, OCTA, SCRRA, and for other public agencies including CalTrans and the Los Angeles County Department of Public Works.

WMS has provided landscape and irrigation maintenance services beginning in the early 1990's. Returning to our roots, we contacted and worked for some of the same agencies and companies that started our robust early growth. Originally done as ancillary services on other contracts, and on an as needed basis, we worked closely with these groups on many projects around Southern California. Beginning in 2007, WMS moved fully into providing these services, as a prime contractor utilizing subcontractors, for private land and property developers, property management companies, and then eventually for public agencies, including Metro since 2012.

Beginning in approximately 2009, as homelessness and its attendant encampments began to present a more pressing issue for public agencies, Woods began to provide cleanup services as an add-on service to many of its contracts. Woods became trained in OSHA safety precautions, specific to blood-borne illness, confined space work, and had many of its crews HAZWOPER certified.

In the Spring of 2020, as the COVID-19 pandemic began its aggressive march across the world, Woods Maintenance Services took major proactive measures to protect its staff and all those with whom our crews came into contact. We built specialty hand washing stations at our warehouse, instituted daily disinfecting of all vehicles and equipment. Additionally, we have held in-house safety meetings with infectious disease specialists to promote safe work environments. All staff are required to wear face coverings in and out of the office and we regularly conduct temperature checks.

Woods is very proud of its safety record and we go above and beyond CDC recommended guidance to provide our crews with any and all PPE, equipment, and materiel they need to remain safe and secure while they continue to provide yeoman's work during this difficult period.

D. References

1. Los Angeles County Metropolitan Transportation Authority (MTA)

- Trash and Vegetation Removal, Landscape and Irrigation & Graffiti Removal Services
- Over the past 20 years we have provided all of the above services to MTA. Services include cleaning up multiple homeless encampments annually
- Carlos Martinez, MTA, Senior Manager—Facilities Maintenance
- 213-922-6761; martinezcarl@metro.net
- 470 Bauchet Street, Los Angeles, CA 90012

2. Los Angeles County Department of Public Works—Road Maintenance Division

- Trash removal, pressure washing, steam cleaning, graffiti removal services
- Since 1997 Woods has provided the above services to the County. In addition to these specific services, Woods has cleaned homeless encampments when called upon, on an as-needed basis
- Laura Rockett, Principal Civil Engineer—Road Maintenance Division
- 562-869-1176; rockett@dpw.lacounty.gov
- 11282 Garfield Ave, Downey, CA 90242

3. Los Angeles County Department of Public Works—Flood Control Channels

- Trash and Debris removal services
- For over 15 years Woods has provided trash free removal services for the County's flood control areas, including the clean-up of homeless encampments
- Robert Gresham, Facilities Engineering Department
- 562-861-0316; rgresham@dpw.lacounty.gov
- 5525 Imperial Hwy, South Gate, CA 90280

4. City of Los Angeles Office of Community Beautification

- Graffiti Removal Services, Pressure Washing, Specialty Cleanup Services
- For over 30 years, Woods has provided all manner of cleaning services for the City of Los Angeles, including clean-up of homeless encampments
- Gerry Valido, Assistant Director
- 213-820-4859; gerry.valido@lacity.org
- 200 N. Spring Street, Room 356, Los Angeles, CA 90012

E. Scope of Services

The 360° & 3

Site Evaluation & Encampment Abatement System

Scope of Services

When arriving on-site for an encampment abatement, our Site Supervisor and Trained Biohazard Technicians perform a 360° site assessment, prior to the Three-Pass cleanup. By identifying the various areas/sections and overall layout characteristic of an encampment, we evaluate the inherent risks of a given site prior to deploying teams to abate and maintain the site safely.

Prior to any abatement the site is digitally photographed, through multiple angles of the entire encampment, of each individual/joint site, and the various sections characteristic of an active encampment. These photographs are used not only for before & after photographs, but are used when People Experiencing Homelessness (PEH) later seek to recover their property from the City's possession. By printing these photos on site, using a mobile printer, our Crews can group and reference where personal items originated when we tag and bag personal belongings. PEH can then easily identify their property at the determined location within the City with the aid of these photographs used for our cataloging system.

With our extensive knowledge and experience cleaning encampments for Metro and the LA County Flood Control Channels, our encampment abatement experts quickly assess where we will likely encounter the greatest concentrations of biohazardous waste, human excrement, drug paraphernalia, and hazardous materials/chemicals used for heating and cooking.

Once the site is surveyed using our 360° approach, where paths of travel and settlement areas are examined from all directions, an abatement work plan is constructed by the Site Supervisor, Biohazard Technicians, Landscape Maintenance Laborers, and Demolition Laborer crews. Using the "Three-Pass System," our crews outline how to approach the abatement to ensure safety and expediency for all crews, working on different areas of the abatement.

See below for the details of each Pass, including the Prevailing Wage determinations for each crew, which items are abated and secured for proper removal, and the associated costs for disposal:

Three-Pass System of Homeless Encampment Abatement

1st Pass

Biohazardous Waste (Crew 1: Laborer Group 5)

Load: Contained in 40-gallon drums w/ biohazard labels, delivered to Efficient Environmental Services Inc., the following items:

1. SHARPS in red-plastic, puncture-proof, secure container
2. soiled/contaminated items - biohazard/red bags
3. clothing, sheets, towels - biohazard/red bags
4. feces--less than 10 lbs: set aside and dumped with Pass 3 waste/debris at local dump
more than 10 lbs: requires immediate burial, prior approval from dump required

Household Hazardous Waste (Crew 2: Laborer Group 5)

Load: separated, secured, placed in spill-proof containers, hauled to Office for CESQG program

1. Paints and Solvents
2. Household Batteries (taped terminals w/clear tape)
3. fluorescent lightbulbs
4. cleaning products
5. used motor oil & filters
6. anti-freeze & other vehicle fluids
7. car batteries
8. pool/garden chemicals
9. aerosol cans

Weapons, Controlled Substances, Medications (Crews 1, 2, and Site Supervisor)

1. Weapons - Site Supervisor notifies Local Police Department immediately
2. Controlled Substances - bagged and secured for delivery to Local Police Department
3. Prescribed Medications - bagged in Hi-Viz storage and set aside for inclusion with Personal Items during Pass 2

2nd Pass

Personal Items (Crew 2: Supervisor & Laborer Group 1)

Process:

1. Photographs from the site assessment are printed on a mobile color printer
2. Sites are given a unique ID, based on the photograph and individual site location
3. Personal items (specified below) are bagged and tagged, color-coded and labelled with the date, location/site ID, and unique individual ID, for deposit at City-specified location

- a. ID/Social Security cards
- b. Medications
- c. Birth Certificates
- d. Tents
- e. Pots & Pans
- f. Radios & Electronics
- g. Photos/Photo Albums
- h. Tax/medical records
- i. Intact Bicycles
- j. Jewelry
- k. Purses/backpacks/briefcases
- l. Eyeglasses
- m. Books
- n. Tools
- o. Stoves & Generators

eWaste

(Crew 1: Laborer Group 1)

Load: **GOOD REPAIR** - bagged and tagged as personal items, for transfer to City-specified location

Load: **DAMAGED/STRIPPED** items - separated, secured, prepared for local recycling OR haul to office

- a. Computers
- b. Monitors
- c. Printers
- d. network equipment
- e. cables
- f. telephones
- g. televisions
- h. microwaves
- i. videogames
- j. cell phones
- k. radios
- l. stereos
- m. VCRs

3rd Pass

Encampment, Debris & Vegetation Removal

(Site Supervisor, Crews 1 & 2: Laborers, Crew 3: Landscape Maintenance Laborers)

Process:

1. While the two first Passes of abatement require more detail, caution, and care while dismantling an encampment, the Third Pass is quick and efficient, our crews having performed this scope of work for many years in the LA County Flood Control Channels and along LACMTA property.
2. Once all items from the first two passes are removed, secured, and prepared for hauling to their respective facilities, the final abatement phase is the safe and swift removal of any remaining debris, temporary structures, and overgrown vegetation causing a public nuisance.
3. While Landscape Maintenance laborers utilize various power tools to trim back hedges, overgrown areas obscuring views, and weeds, our crews of Laborers work to dismantle structures and prepare the waste for hauling in our dump trucks to Lamb's Canyon dump. This is primarily done with hand tools, though, if necessary, we can employ the use of a skid loader. This would only be done if there was substantial heavy debris.

All staff that will be working on site will be properly trained and prepared for the work at hand. Depending on the work being performed, Woods has multiple employees who are certified in OSHA Bloodborne Pathogen Training as well as OSHA HAZWOPER Training.

F. Cost Proposal

Mobilization

Mobilization Fee per Site	\$300.00
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Labor Costs

Landscape Maintenance Laborer (Landscape)	\$53/hour/worker
Laborer Group 1 (General Cleanup; Traffic Control)	\$145/hour/worker
Laborer Group 5 (Toxic Waste Removal)	\$170/hour/worker
Site Supervisor	\$152/hour

Equipment Fees

Dump Truck	\$8/hour
Skid Loader	\$600/day (one fee per day if multiple sites in one day)

Disposal Fees

Bio-Hazard Waste	\$80 per each 40 gallon drum
Non-Hazardous Waste (Lamb's Canyon Landfill)	Pass Through Cost

G. Additional Work

Should additional work be necessary that is not within the scope of work, but it related to the cleanup, Woods Maintenance Services, Inc. shall submit a written proposal to the City of Beaumont, and only upon approval will commence with that specific work.

H. Insurance

Woods Maintenance Services, Inc. currently maintains insurance coverage that meets or exceeds the City of Beaumont's requirements. If awarded the contract, Woods shall provide Certificates of Insurance with the City of Beaumont listed as the Certificate Holder.

EXHIBIT “B”
CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 16th day of September, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Environmental Logistics, Inc., a California corporation, whose address is 140 West Monte Avenue, Bloomington, California 92316 (“CONTRACTOR”).

RECITALS

A. CITY published a Request for Proposals (“RFP”) for homeless encampment cleanup on July 2, 2020;

B. CONTRACTOR submitted a proposal (“Proposal”) in response to the RFP a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit “A”** and made a part hereof by this reference; and

C. CITY desires to engage CONTRACTOR on a non-exclusive basis to provide the services provided for in the Proposal on an as needed basis; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement; Work Order. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. Notwithstanding the forgoing, City may terminate this Agreement immediately upon written notice to Contractor. In the event that the City does so terminate this Agreement it shall pay Contractor for all services provide prior to termination.

1.01 Non-Exclusivity. Contractor understands and agrees that this is a non-exclusive contract. The City intends to retain other contractors to perform the services as well and will assign separate projects to Contractor and others in its sole and absolute discretion. City has made no promise of a certain quantity of work or overall compensation under this Agreement.

1.02 Work Orders. Contractor shall not undertake performance of any Services without first receiving delivery of a written work order (“Work Order”) executed by City’s Community Services Director containing the scope of work and the authorized compensation for the scope of work. Contractor shall not undertake any Services in the absence of an executed Work Order, as provided in the preceding sentence. Any Services rendered in the absence of an executed Work Order or that exceed the compensation specifically stated in the Work Order shall not be eligible for compensation. In the event that the compensation contained in the Work Order will be insufficient whether due to the City increasing the scope of work or due to reasons that were not reasonably foreseeable by Contractor after inspecting the site at the time of quoting the job, Contractor shall secure a new or amended Work Order from the Community Services Director

prior to undertaking any such additional or unforeseeable Services.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal.

4. Obligations of CONTRACTOR.

4.01 CONTRACTOR shall perform all Services under this Agreement in a good and workman like manner, consistent with the standards generally recognized as being employed by similar contractors in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have, and shall secure all training, licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services including, but not limited to, required building permits, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONTRACTOR’s failure to comply with the applicable standard of care. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker’s compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR’s failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR’s employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR’s employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit “B”** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County.

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured’s CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers’ Compensation coverage for any of CONTRACTOR’s employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers’ compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of

all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the

findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County

of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

Environmental Logistics, Inc., a California corporation

By:

By:

Todd Parton, City Manager

Date: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"
PROPOSAL
(insert behind this page)



140 West Monte Avenue
Bloomington, California 92316
Phone: (909) 546-1354 Fax: (909) 546-1546
Enviromentallogistics.org



City of Beaumont
Request for Proposal
Homeless Encampment Cleanup Services
Bid Number: Transit 2020-04

Due Date: July 29, 2020 at 10:00 AM



July 27, 2020

Celina Cabrera
City of Beaumont
550 E 6th Street
Transit Building
Beaumont, CA 92223

Request for Proposal (RFP): (Transit 2020-04) Homeless Encampment Cleanup Services

Dear Ms. Cabrera,

Environmental Logistics, Inc. (ELI) is pleased to present this proposal in response to the City of Beaumont Homeless Encampment Cleanup Services. ELI's proposal offers the following benefits.

- **Relevant Experience:** ELI has a well-rounded team, with decades of experience in the hazardous waste industry. With many key personnel working in different aspects of the industry, we are confident that our team will provide the proper tools and techniques to get the job done in an efficient and cost effective manner.
- **Safety Coordination:** As with any project dealing with hazardous materials, safety is our main concern. ELI's key personnel have the experience and knowledge to assure that the safety of participants and workers alike, is at the forefront of every project.
- **Cost Effectiveness:** ELI constantly communicates with treatment storage and disposal facilities available to control costs and offer the best rates available.

We look forward to partnering with the City of Beaumont on this project. Environmental Logistics, Inc agrees and acknowledges that it will provide for the duration of the work, the full complement of staff required to perform the work. Should you have any questions regarding our proposal, please contact us by phone: (909) 546-1354 or email: jimg@envlogs.com.

Respectfully Submitted,
Environmental Logistics, Inc.

James Goyich
President, P.G.



140 West Monte Ave
Bloomington, California 92316
(909) 546-1354 (p) (909) 546-1546 (f)
www.envlogs.com

Item 8.

Firm Profile

The founding principle ELI is to promote the benefits of reuse and recycling whenever possible and to provide for cost efficient and environmentally responsible alternative for the management of organics, liquids and hazardous wastes. Recycling enables generators to reduce the long term legal responsibility associated with landfill, protects natural resources, lowest overall costs and reduces potential liability. Striving for excellence and approaching discarded waste as potential sources of usable materials is what separates ELI from the competition.

Protecting the environment for our customers requires ELI to maintain the ability to respond quickly. ELI operates a full range of transportation vehicles, including vacuum tankers, roll offs, end dumps, dry vans, vactors and guzzlers. Our state of the art fleet enables ELI to safely transport liquids, solids and semi-solids from anywhere at any time. We offer tank cleaning services, industrial maintenance cleaning, confined spaces services and standby rescue crews, 24 hour emergency response, and remediation of spills.

ELI has provided emergency response, site remediation, contracting and hazardous waste management services to both private and public sectors clients since 2006. Today, the firm is recognized as one of the fastest growing emergency response/ hazardous materials contractors in California. With seven division offices throughout the west, a full time staff totaling more than 80, a standby pool of over 150 personnel. ELI is constantly able to provide timely, responsible, safe and cost affective services to a wide range of clients.

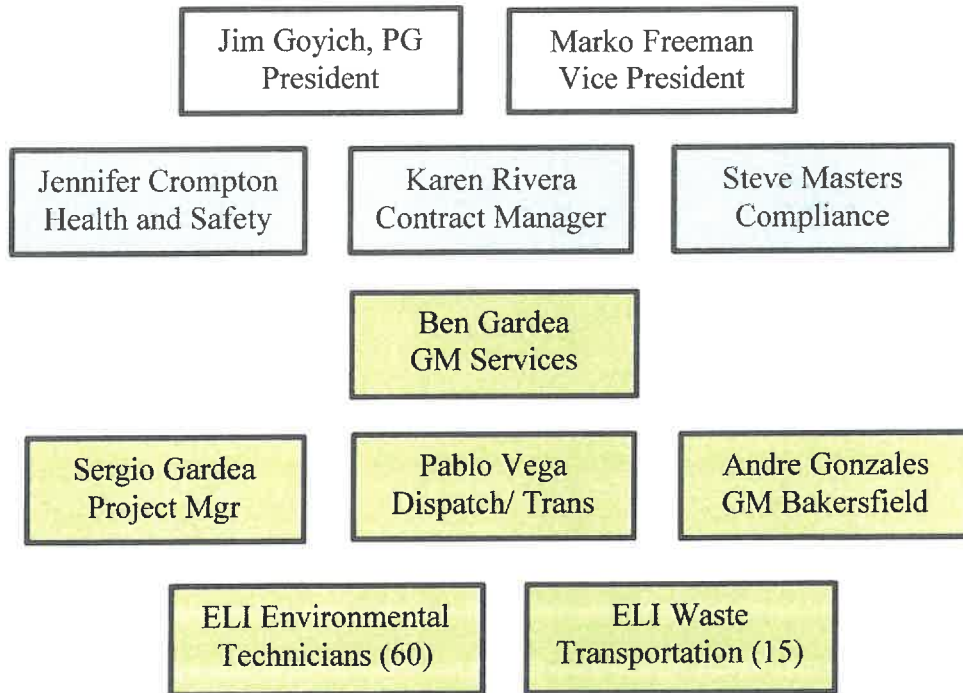
ELI has 14 years of experience successfully completing similar contract requirements for federal, state and local and regional government throughout California. We are currently contracted with the City of Los Angeles, Metropolitan Water District of Southern California, the City and County of San Francisco, the Port of Oakland, City and County of Riverside, and San Bernardino and seven districts of Cal Trans. ELI will be assigning several of our most experienced project and program managers and customer service representatives to handle The City of Beaumont should we be awarded this contract. ELI has never experienced a bankruptcy, nor does the company have any pending litigation against it. To the best of our knowledge, there are no corporate conditions that will impede our ability to successfully complete this contract.

ELI Locations:

Southern California Headquarters: 140 W. Monte Avenue, Bloomington, California 92316
Long Beach: 1512 West Pier C Street, Long Beach, California 90813
San Diego: 1444 Cesar E. Chavez Pkwy, San Diego, CA 92113
Central California: 7405 E. Brundage Lane, Bakersfield, CA 93307
Bay Area: 3200 Depot Road, Hayward, California 94545
Dallas: 2605 Northaven Road, Dallas, TX 75229
Kansas City: 6300 Stadium Drive, Kansas City, Missouri 64129

Team Organization and Structure

The City of Beaumont Homeless Encampment Cleanup Services contract will be managed by Mr. Gardea, the services manager at ELI, who will coordinate staff and transportation needs and act as an emergency response 24-hour point of contact. Mr. Gardea has more than 10 years of environmental response and chemical transport experience. He will be assisted primarily by our Bloomington office general manager, Karen Rivera, Sergio Gardea assistant project manager, Pablo Vega our transportation coordinator and dispatcher. The ELI team as a whole has hundreds of years of industry experience to draw on to make your projects run smoothly, safely and keep the port in compliance. Each member of the team can be assigned to this project at a 100 percent commitment (based on project needs), along with dozens of environmental technicians with experience with this type of work.



Equipment and Vehicles

ELI has completed hundreds of projects to completion, safely and on time due our extensive list of professional personal and our long list of equipment and vehicles always ready to be dispatched to service any project.



140 W. Monte Ave, Bloomington, California 92316

References

Company's Name	San Francisco Department of Public Health
Address	1390 Market St, Suite 210, San Francisco, CA 94102
Contact Information	Humberto Quinonez, (415)-252-3977
Description of Work	Hazardous and non-hazardous waste transportation and disposal, emergency services and homeless encampment cleanup services.
Date Awarded	2016 - Present
Contract Amount	\$448,000
Statement	No Issues were reported during the services provided
Company's Name	County of Orange Public Works
Address	2301 N. Glassell Street, Orange, CA 92865
Contact information	Duc Nguyen (714) 448-1868
Description of Work	Hazardous and non-hazardous waste transportation and disposal, emergency services and homeless encampment cleanup services
Date Awarded	01/2017 – Present
Contract Amount	Open Contract
Statement	No Issues were reported during the services provided
Company's Name	City of San Jose Fire Dept
Address	1661 Senter Road, Bld A, Ste 300, San Jose, CA 95112
Contact Information	Raul Mayorga (408) 710-4331
Description of Work	Hazardous and non-hazardous waste transportation and disposal, emergency services and homeless encampment cleanup services
Date Awarded	Since 2011 - Present
Contract Amount	\$600,000 Y
Statement	No Issues were reported during the services provided

Scope of Services

Environmental Logistics, Inc. (ELI) will furnish all labor and equipment to provide the requested homeless encampment services. These services include removing biohazardous material and other encampment waste material. ELI will provide these services on an on-call basis but would be scheduled with advanced notice. Services will be conducted Monday-Friday, 8 am-5pm excluding holidays. ELI will dispatched qualified, licensed and trained professionals as requested and directed by the city with proper protective equipment to safely and efficiently cleanup, transport and dispose of waste from homeless encampments sites. ELI is aware of the variety of materials and waste such as hazardous materials, including biohazardous materials, garbage, general debris, human waste, constructed temporary shelter, and other items associated with homeless occupancy. Sites for cleanup include under structures (bridges), vegetated ground cover, and scrap materials and/ or tent-built shelter. All properties will be publically owned.

Duties and responsibilities are as follows:

- Surveying site, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and state approved handling and removal of all material.
- The disposal of most of the waste collected during encampment site cleanup will be disposed of at the Lamb's Canyon Landfill located at 16411 Lamb Canyon Road, Beaumont, California.
- ELI will provide all supervision and management of crews ensuring that all safety procedures are followed, supervisor will serve as the City's point of contact.
- Materials such bags and tags will be provide to identify and tag personal property found during the site cleanups. Such items are to be stored and transported to a designated site by the City. ELI will also be responsible for posting notice at each cleanup indicating contact information for reclaiming personal property. Such items include but are not limited to:
 - Tents, black packs, medication, eyeglasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches and clean clothing.
- Encampments should be photographed prior to cleanup and after the services were completed, copies of the photographs will be provide to the city electronically.
- Notification of project completion will be provide along with a cleanup report for each site, including total weight of debris removed as well as weight tickets from the facility.




140 West Monte Ave
Bloomington, California 92316
(909) 546-1354 (p) (909) 546-1546 (f)
www.envlogs.com

Item 8.

- Notification will be provided to the City's point of contact in the event of an adjacent homeless encampment is discovered during the course of a project to obtain authorization prior to proceeding with additional site cleanups.
- Biohazardous waste such as; urine, feces, solid personal hygiene items, syringes and other materials should be picked up, transported and disposed following the best practices.
- Immediate contact to the Beaumont Police Department through 911 is require if weapons are found during services.
- Trimming of shrubs and vegetation will be required per the City's request.

ELI will maintain all licenses and certification up to date and in accordance with the city, state and federal regulations for the duration of the contract.

Generator Information		
NAME	City of Beaumont	
SITE ADDRESS	550 E. 6th St, Transit Buidling Beaumont, CA 92223	
BILLING ADDRESS		
PHONE	951-769-8520	
CELL/FAX:		
E-MAIL	ccabrera@beaumontca.gov	
CONTACT	Celina Cabrera	
P.O.#		
CHANGE ORDER #		
EPA ID #		
Contract Cost		Homeless Encampment Cleanup Services Transit 2020-04
Print Name and Title:		
Date:		

Date:	7/28/2020
Project Start Date:	TBD
Estimate By:	Goyich
Estimate Total:	\$0.00
Customer Terms:	Net 30

Project Summary	
Labor Subtotal	\$0.00
Instrumentation Subtotal	\$0.00
Equipment Subtotal	\$0.00
Sampling Equipment Subtotal	\$0.00
Safety Equipment Subtotal	\$0.00
Supplies and Materials Subtotal	\$0.00
Environmental and Energy Surcharge (15% of invoice total)	\$0.00
Estimate Grand Total	\$0.00

Labor				
Qty.	Units	Item	Rate	Cost
	Hours	Emergency Response Coordinator	\$110.00	\$0.00
	Hours	Project Manager	\$90.00	\$0.00
	Hours	Equipment Operator	\$60.00	\$0.00
	Hours	Lead Technician	\$70.00	\$0.00
	Hours	Field Technician	\$60.00	\$0.00
	Hours	Field Administration Clerk	\$35.00	\$0.00
	Hours	Health & Safety Officer	\$90.00	\$0.00
	Hours	Certified Industrial Hygienist	\$190.00	\$0.00
	Hours	Chemist	\$115.00	\$0.00
	Hours	Geologist	\$115.00	\$0.00
	Hours	Lodging Per Person	\$155.00	\$0.00
	Hours	Per Diem Per Person	\$40.00	\$0.00
	Hours	Prevailing Wage Additional Charge	\$35.00	\$0.00
Labor Subtotal				\$0.00

Four Hour Minimum applies to all personnel and vehicles.
 Normal rates apply between 8:00 AM and 4:30 PM Monday through Friday unless circumstances require adjusted hours and work schedules.
 1.5 Times the normal labor rate applies between 4:30 PM and 8:00 AM Monday through Friday and all day Saturday or after 8 hours at normal rates.
 2.0 Times the normal labor rate applies on Sunday, Holidays, and Holiday weekends and after 4 Hours of overtime.
 Per Diem Rates for normal subsistence only. Any unusual rates such as airfare, peak hotel rates will be billed at an additional cost plus 10%

Instrumentation				
Qty.	Units	Item	Rate	Cost
	Hours	Combustible Gas Indicator – LEL	\$175.00	\$0.00
	Hours	Organic Vapor Analyzer,PID,HNU.	\$275.00	\$0.00
	Daily	Mercury Vapor Analyzer Per Day	\$1,500.00	\$0.00
	Daily	Drager Pump	\$65.00	\$0.00
	Each	Drager Tubes	\$40.00	\$0.00
	Daily	Radiation Detector	\$150.00	\$0.00
	Daily	Haz Cat Kit	\$450.00	\$0.00
Instrument Subtotal				\$0.00

Equipment				
Qty.	Units	Item	Rate	Cost
	Hours	40-Foot Tractor and Trailer	\$105.00	\$0.00
	Hours	40-Foot Flatbed Trailer and Tractor	\$105.00	\$0.00
	Hours	24-Foot Bobtail Truck with Lift Gate	\$105.00	\$0.00
	Hours	Vacuum Truck (50 Barrel)	\$105.00	\$0.00
	Hours	Vacuum Truck (70 Barrel)	\$80.00	\$0.00
	Hours	Vacuum Truck (120-130 Barrel - Black Iron)	\$85.00	\$0.00
	Hours	Vacuum Truck (120-130 Barrel - Stainless Steel)	\$100.00	\$0.00
	Hours	Pressure Washer/Steam Cleaner	\$56.00	\$0.00
	Hours	Service Truck	\$45.00	\$0.00
	Hours	ER Manager Gear Truck	\$85.00	\$0.00
	Hours	Emergency Response Unit	\$250.00	\$0.00
	Hours	Front Loader	\$185.00	\$0.00
	Hours	Skid Steer	\$160.00	\$0.00
	Hours	Vector Support Vehicle	\$56.00	\$0.00
	Hours	Super Sucker / Guzzler	\$250.00	\$0.00
	Hours	Excavator with grapple or thumb attachment	\$210.00	\$0.00
	Hours	Water Truck	\$110.00	\$0.00
	Hours	Roll off/End Dump Truck 80,000 lbs. GVW	\$85.00	\$0.00
	Daily	Compressor	\$250.00	\$0.00
	Daily	5k Watt Generator	\$175.00	\$0.00
	Daily	Portable Light Standards	\$175.00	\$0.00
	Daily	Diaphragm Pump	\$175.00	\$0.00
	Daily	Rivet Buster	\$200.00	\$0.00
	Daily	Flood Light	\$45.00	\$0.00
	Daily	Gas Powered Cutoff Saw	\$35.00	\$0.00
	Daily	Sawzall (Day)	\$35.00	\$0.00
	Daily	Drum Rotator / Grabber	\$205.00	\$0.00
	Daily	Tripod Extraction Device	\$250.00	\$0.00
	Daily	Air Injection Unit W/ Hoses	\$250.00	\$0.00
	Daily	Drum Sling	\$15.00	\$0.00
	Daily	Pallet Jack	\$25.00	\$0.00
	Daily	Confined Space Rescue Equipment	\$200.00	\$0.00
	Daily	Mercury Hepa Vacuum	\$750.00	\$0.00
	Daily	Skill Saw	\$25.00	\$0.00
	Daily	Lock Out Tag Out	\$50.00	\$0.00
	Daily	30" Flat Surface Concrete Cleaner	\$250.00	\$0.00
	Daily	Portable Spill Containment**	\$1,200.00	\$0.00
	Daily	Roll Off Box	\$14.00	\$0.00
	Daily	Banding Machine	\$45.00	\$0.00
	Daily	Chemical Transfer Trailer (Day)	\$1,500.00	\$0.00
	Daily	Drum Vacuum	\$150.00	\$0.00
	Daily	Breathing Air Trailer (Day)	\$5,000.00	\$0.00
Equipment Subtotal				\$0.00
Sampling Equipment				
Qty.	Units	Item	Rate	Cost
	Day	Processing, Packaging, Shipping	\$140.00	\$0.00
	Each	Profile Fees	\$85.00	\$0.00
	Each	Emergency Profile Fees	\$185.00	\$0.00
	Each	Initial Waste Streams	\$85.00	\$0.00
	Each	PH Test Strips, pH 0-14 (Box)	\$23.50	\$0.00
	Each	Chain Of Custody	\$4.00	\$0.00
	Project	Speed Wrench	\$20.00	\$0.00
	Project	Bung Wrench	\$20.00	\$0.00
	Project	Drum Dolly	\$25.00	\$0.00
	Each	Sample Jars	\$8.50	\$0.00
Sampling Equipment Subtotal				\$0.00

Safety Equipment				
Qty.	Units	Item	Rate	Cost
	Each	Level {A} Personal Protective**	\$1,000.00	\$0.00
	Each	Level {B} Personal Protective	\$175.00	\$0.00
	Each	Level {C} Personal Protective	\$50.00	\$0.00
	Each	Level {D} Personal Protective	\$35.00	\$0.00
	Each	Breathing Air (224 Cubic Ft Cylinder)	\$75.00	\$0.00
	Each	SCBA/Standby	\$45.00	\$0.00
	Each	Tyvek	\$25.00	\$0.00
	Each	Poly Coated Tyvek (Yellow) or Saranex	\$45.00	\$0.00
	Day	Acid suit (replacement cost \$1,500)	\$175.00	\$0.00
	Each	Disposable Dust Mask	\$6.50	\$0.00
	Pair	Ear Plugs	\$4.00	\$0.00
	Pair	Safety Glasses	\$10.00	\$0.00
	Pack	Latex Gloves	\$35.00	\$0.00
	Pair	OVAg Resp. Cartridges	\$25.00	\$0.00
	Pair	Blk Pvc Gloves (Each)	\$9.50	\$0.00
	Pair	Leather Gloves (Each)	\$9.50	\$0.00
	Each	Portable Eyewash Station	\$105.00	\$0.00
	Each	Drinking Water (5 Gallon)	\$20.00	\$0.00
	Each	Drinking Water Bottle (16 Oz)	\$2.00	\$0.00
	100'	Life Line (100')	\$25.00	\$0.00
	Day	Safety Harness	\$45.00	\$0.00
	Each	Decontamination Pool	\$45.00	\$0.00
	Each	Confined Space Entry Permit	\$200.00	\$0.00
Safety Equipment Subtotal				\$0.00

Materials and Supplies				
Qty.	Units	Item	Rate	Cost
	Bag	Vermiculite	\$30.00	\$0.00
	Bag	Clay Absorbent	\$15.00	\$0.00
	Bag	Caustic Soda	\$50.00	\$0.00
	Bag	Boric Acid	\$75.00	\$0.00
	Bag	Suck It Up Absorbent	\$23.00	\$0.00
	Bundle	Absorbent Pads	\$150.00	\$0.00
	Each	Absorbent Booms (8 Inch X 10 Ft)	\$150.00	\$0.00
	Each	55-Gallon D.O.T. Steel Drums (Open)	\$55.00	\$0.00
	Each	55-Gallon D.O.T. Steel Drums (Closed)	\$55.00	\$0.00
	Each	55-Gallon D.O.T. Poly Drums (Open Top)	\$80.00	\$0.00
	Each	55-Gallon D.O.T. Poly Drums (Closed)	\$80.00	\$0.00
	Each	55-Gallon PCB Drum, 17-C	\$175.00	\$0.00
	Each	30-Gallon D.O.T. Metal Pail	\$65.00	\$0.00
	Each	30-Gallon D.O.T. Plastic Pail	\$65.00	\$0.00
	Each	14-Gallon D.O.T. Metal Pail	\$45.00	\$0.00
	Each	14-Gallon D.O.T. Plastic Pail	\$45.00	\$0.00
	Each	5-Gallon Metal Pail	\$23.50	\$0.00
	Each	5-Gallon Plastic Pail	\$23.50	\$0.00
	Each	Cardboard Drum (Light Tube) 4' Or 8'	\$65.00	\$0.00
	Each	Recovery Drum, 85-Gallon Steel	\$180.00	\$0.00
	Each	Recovery Drum, 85-Gallon Poly Screw	\$225.00	\$0.00
	Each	Tri-Wall Hazardous Waste Containers	\$150.00	\$0.00
	Each	Pallets (Wood)	\$35.00	\$0.00
	Each	Biohazard Container, (1qt)	\$52.00	\$0.00
	Each	Drum Liners (55-Gallon)	\$6.50	\$0.00
	Each	Drum Liners (35-Gallon)	\$6.50	\$0.00
	Each	Drum Ring And Bolt, For 55-Gallon	\$25.00	\$0.00
	Each	Bags, 6-Mil Asbestos	\$5.50	\$0.00
	Each	Hazardous Waste Labels	\$3.00	\$0.00
	Each	Hazardous \ Caution Tape	\$47.00	\$0.00
	Each	Shrink Wrap (Roll)	\$45.00	\$0.00
	Each	Plastic Sheet (Visqueen) 100ft Roll	\$100.00	\$0.00
	Each	Hazardous & Non-Hazardous Manifest	\$4.00	\$0.00

Materials and Supplies (Continued)				
Qty.	Units	Item	Rate	Cost
	Each	Drum Funnel	\$78.00	\$0.00
	Each	Disposable Hand Pump	\$20.00	\$0.00
	Each	Barricades / Traffic Cones (Each/Day)	\$12.00	\$0.00
	Panel	Temporary Fence (6' x 12' Panel/Month)	\$200.00	\$0.00
	Each	Disposable Coliwasa	\$40.00	\$0.00
	Each	Bill Of Lading	\$4.00	\$0.00
	1 Gal	Industrial Degreaser 1gal Bol Sg	\$45.00	\$0.00
	1 Gal	Industrial Degreaser 1 Gal - Gc	\$125.00	\$0.00
	Day	Digital Camera	\$35.00	\$0.00
	Each	Cell Phone	\$50.00	\$0.00
	Each	End Dump Liner	\$55.00	\$0.00
	Each	Digital Report	\$250.00	\$0.00
	Each	Roll Off Box Liner	\$25.00	\$0.00
	Each	Gold Crew (Per Gallon)	\$35.00	\$0.00
	Each	Air Injection Unit W/Hoses (Day)	\$150.00	\$0.00
	Each	Hudson Sprayer	\$35.00	\$0.00
	Each	20' Extension Ladder (Day)	\$35.00	\$0.00
	Each	Squeegee 24"	\$38.00	\$0.00
	Each	Steel Shovel	\$38.00	\$0.00
	Each	Pick	\$38.00	\$0.00
	Each	Push Broom 24"	\$38.00	\$0.00
	Each	Plastic Vactor Hose (Per Foot)	\$2.25	\$0.00
	Each	Plywood (4x8) Heat Treated	\$30.00	\$0.00
	Each	Dunnage Wood (2x6x8)	\$12.00	\$0.00
	Each	Trailer Door Seal	\$2.00	\$0.00
	Each	Dunnage Air Bags	\$0.00	\$0.00
Biohazard Material Disposal				
	40 Gallon	Red bag	\$350.00	
	LB	Pathological (50 LB minimum)	\$5.00	
Municipal Trash Disposal				
	Ton/ Yard	Disposal (5 Ton/Yards Minimum, whichever is greater)	\$100.00	
Mobilization and Dimobilizastion				
	Each	Site	\$5,000.00	
Supplies and Materials Subtotal				\$0.00
<p>Equipment and materials that we are unable to decontaminate at the completion of work, or broken, unsafe, or damaged will be billed at cost or per contract rate, which ever is greater</p> <p>Subcontracted services, materials, and supplies, required for completion of this work and not listed in this rate sheet, will be billed at Cost +30%.</p> <p>Any items not included on this list can be quoted separately. Please call our customer service department at (909) 546-1354 for more information.</p>				
<p><i>Serving All of California</i></p> <p>(909) 546-1354 Rialto ◊ (510) 670-9901 Hayward ◊ (858) 457-1777 San Diego ◊ (661) 843-7901 Bakersfield</p>				



EXHIBIT B

Supplemental Proposal Form

Qualifications

- I have read the scope of services and am able to provide all the services required.
- I am able to provide all services listed except: _____

Challenges expected with the Scope of Services requirements: _____
Coordinating with law enforcement to maintain a safe workspace, free of the public, scheduling conflicts as a result of uncooperative members of the public, covid-19 related delays.

Experience

Total years in operation: 14 Years

Total years providing services as outlined in Scope of Services: 14 Years

Job title and number of employees expected to perform services for the City of Beaumont: _____
Project Managers and biohazard technicians, the number of employees will be determined by the size of the project.

Describe Bloodborne Pathogen safety procedure and training plan: Bloodborn pathogen program is a combination of education and universal precautions. Elements include, but are not limited to, classroom and practical application, proper selection and use of PPE, established work practices, and cleaning techniques and procedures. Employees use mechanical, or alternate equipment, means to handle contaminated materials, thus limiting potential for exposure.



What personal protective equipment (PPE) do you provide employees to prevent exposure to blood borne pathogens? Level C with N195 or full respirator

What other PPE do you provide? Level, A, B, C and D.

Equipment

List equipment proposed to use to abate camps and transport waste. _____

Equipment needed to abate camps and transport waste may vary on the size of project and scope of work, equipment and vehicle cost are included on cost sheet.

Are there additional charges for the equipment? Identify applicable charges. _____

Yes, see cost sheet.

Subcontractors

Will sub-contractors be used for all or part of the service? Yes No

Provide sub-contractor business information and the equipment/services they will provide: _____

What percent of the work will be done by the sub-contractor? _____

EXHIBIT "B"
CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)



Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE: September 15, 2020

SUBJECT: Award an Agreement for Maintenance Services to Turboscape, Inc. in an Amount Not-To-Exceed \$100,000 for City-wide Mulching

Background and Analysis:

Beaumont Municipal Code Chapter 3.01.040 requires an informal bidding procedure for maintenance work and other general service projects with cost estimates between \$45,000 and \$175,000.

Staff contacted several landscape maintenance contractors that specialize in the sale, delivery, and installation of wood mulch. Wood mulch is needed throughout the City's landscape maintenance rights-of-way and parks to minimize weed growth and add a positive aesthetic appearance to the landscaped areas.

Three companies responded to the request and submitted quotes based on a rate per yard of mulch. Amounts received varied from \$36 per yard to \$50 per yard of installed mulch. After reviewing the quotes, the individual contractors were contacted to ascertain their ability to handle the installation of large quantities of mulch in a timely manner. It was determined that the lowest, most responsive bidder that could best meet the delivery needs of the City is Turboscape, Inc.

Turboscape, Inc. has a valid California contractor's license and is registered with the Department of Industrial Relations (DIR). They currently operate a fleet of mulch trucks, including one large capacity mulch truck that can distribute 120 yards of mulch in a single load. Their ability to provide the mulching service in a timelier manner far outweighs the lower bidder's ability and is therefore, more responsive to the City's needs.

Fiscal Impact:

Mulching installation costs are included in the adopted Fiscal Year 2021 budget and allocated to 100-6050-7070-0000.

Recommended Action:

Award an Agreement for Maintenance Services for wood mulch installation to Turboscape, Inc. in an amount not-to-exceed \$100,000 and authorize the City Manager to execute the agreement on behalf of the City.

Attachments:

- A. Agreement for Maintenance Services

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 15th day of September, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Turboscape, Inc. whose address is PO Box 1062, Lake Elsinore, CA 92531.

RECITALS

A. CONTRACTOR submitted a proposal (“Proposal”) in response to a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit “A”** and made a part hereof by this reference; and

B. CITY desires to engage CONTRACTOR to provide the services provided for in the Proposal; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. Contractor shall commence the Services on September 15, 2020 and shall complete the Services no later than June 30, 2021. Notwithstanding the foregoing, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provide prior to termination.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed one hundred thousand dollars (\$100,000).

4. Obligations of CONTRACTOR.

4.01 In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker’s compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR’s failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR’s employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR’s employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit “B”** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County.

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured’s CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for

each such person.

5.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall

defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous

agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

[signatures on following page]

CITY:

CITY OF BEAUMONT

By:

Todd Parton, City Manager

Date: _____

CONTRACTOR:

By:

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"
PROPOSAL
(insert behind this page)

Turboscape, Inc.
PO Box 1062
Lake Elsinore, CA 92531
US
866-887-2672
rebecca@turboscape.com

ADDRESS
City of Beaumont
1310 Oak Valley Parkway
Beaumont, CA 92223

SHIP TO
Beaumont, CA

Estimate 3882

DATE 08/14/2020

SHIP VIA
Blower Truck

SALES REP
Clint

WAGE TYPE
Prevailing Wage

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Died Brown Wood Chips Supply, Deliver, and Install	2,222	45.00	99,990.00

We look forward to doing business with you.
DIR# 1000014997

TOTAL \$99,990.00

Accepted By

Accepted Date

EXHIBIT "B"
CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)



Staff Report

TO: Mayor, and City Council Members
FROM: Jeff Hart, Director of Public Works
DATE: September 15, 2020
SUBJECT: **Fiscal Year 2020-21 Development Impact Mitigation Fee Program Adjustments pursuant to Ordinances 1087, 1092, 1095 and Resolution 2017-23**

Background and Analysis:

On June 20, 2017, the City Council approved an amendment to the sewer capacity fee (Ordinance 1087 and Resolution 2017-23). On September 5, 2017, the City Council approved the establishment of the Local Transportation Facility Mitigation Fee Program (Ordinance 1092). On November 7, 2017, City Council approved the establishment of the 2017 Development Impact Mitigation Fee program (Ordinance 1095).

The proposed development impact mitigation fee program appropriately apportions the costs of improvements needed to successfully mitigate the impact of new development on the local infrastructure, Beaumont parks, recreation, police, fire, and civic facilities. These facilities are critical in providing a high level of service and safety for the residents and people working within the City of Beaumont.

Since the time of adoption, the associated costs of the construction of the facilities have increased slightly which can be seen by the small upward adjustments to each of the fees, except the sewer capacity fee. This year, due to unprecedented circumstances in dealing with a pandemic there is a slight decrease in both the Building Cost Index (BCI) and the Construction Cost Index (CCI). The sewer capacity fee ordinance adjustments are dependent on changes to the Consumer Price Index (CPI), which increased 1.7% year to year.

In order to fund projected costs of construction now, and into the future, the approved ordinances authorized annual adjustments to these development impact fees to keep pace with industry costs.

The sewer capacity resolution contained a section which authorized an adjustment each fiscal year based on the CPI for the preceding calendar year provided, however, the amounts are adjusted on a pro-rata basis related to actual costs listed in the resolution.

Ordinances 1092 and 1095 contained a section which authorized automatic annual adjustments to each of the Development Impact Mitigation Fees (DIFs) by an amount equal to the cumulative percentage difference in the applicable BCI or CCI of the Engineering News Record Index published for the month nearest the effective date of the adjustment. The fees as revised annually, shall be calculated by the city manager or his or her designee and shall be included in a report to the City Council.

Upon completion of the review, a -0.47% decrease in the CCI was identified for the following fees:

- Traffic Signals,
- Railroad Crossings,
- Local Streets and Bridges (not covered by the WRCOG TUMF program),
- Community Parks, and
- Neighborhood Parks.

Upon completion of the review, a -1.44% decrease in the BCI was identified for the following fees:

- Recreation Facilities,
- Fire Stations,
- Police Station, and
- Public Facilities.

Lastly, upon completion of the review, a 1.7% increase in CPI was identified for the following fees:

- Sewer Capacity.

The details of the adjustments, including the current fee, new fee, increase and increase percentage are provided in the attached tables. (Attachment A and Attachment B)

Findings:

Government Code Section 66001 requires that an agency establishing, increasing or imposing impact fees, must make findings to:

1. Identify the purpose of the fee: To provide for the funding of adequate public facilities to serve additional development.
2. Identify the use of the fee: To fund facilities identified within the study.
3. Determine that there is a reasonable relationship between:
 - a. The use of the fee and the development type on which it is imposed;
 - b. The need for the facility and the type of development on which the fee is imposed; and
 - c. The amount of the fee and the facility cost attributable to the development project. (Applies when fees are imposed on a specific project.)

Fiscal Impact:

The cost to prepare this staff report is estimated to be \$500.

Recommended Action:

Receive and file.

Attachments:

- A. Table 1 – Local Transportation Facility Mitigation Fee Adjustments
- B. Table 2 – Development Impact Fee Adjustments
- C. Engineering News Record – Los Angeles, Ca Cost Indices
- D. Bureau of Labor Statistics – Consumer Price Index, July 2020 report

Attachment A

Local Transportation Facility Mitigation Fee Adjustment Table

Local Transportation Facility Mitigation Fees						Table 1
Fee Title	Dev. Unit ¹	2020 Fee Base	2021 Fee Base	Increase	% Increase	New Fee with 1% admin
Traffic Signal						
TS - Single Family	DU	\$271.46	\$270.18	-\$1.27	-0.47%	\$272.89
TS - Multi Family	DU	\$182.38	\$181.53	-\$0.85	-0.47%	\$183.34
TS - Mobile Home	DU	\$158.24	\$157.50	-\$0.74	-0.47%	\$159.07
TS - Commercial	KSF	\$335.25	\$333.68	-\$1.57	-0.47%	\$337.02
TS - Industrial	KSF	\$230.66	\$229.58	-\$1.08	-0.47%	\$231.88
TS - Industrial - High Cube		\$32.19	\$32.04	-\$0.15	-0.47%	\$32.36
Railroad Crossing						
RR - Single Family	DU	\$291.72	\$290.35	-\$1.37	-0.47%	\$293.26
RR - Multi Family	DU	\$196.00	\$195.08	-\$0.92	-0.47%	\$197.03
RR - Mobile Home	DU	\$170.05	\$169.26	-\$0.80	-0.47%	\$170.95
RR - Commercial	KSF	\$360.28	\$358.59	-\$1.69	-0.47%	\$362.18
RR - Industrial	KSF	\$247.87	\$246.71	-\$1.16	-0.47%	\$249.18
RR - Industrial - High Cube	KSF	\$34.58	\$34.42	-\$0.16	-0.47%	\$34.77
Local Streets and Bridges						
LSB - Single Family	DU	\$2,471.48	\$2,459.91	-\$11.57	-0.47%	\$2,484.51
LSB - Multi Family	DU	\$1,660.48	\$1,652.70	-\$7.78	-0.47%	\$1,669.23
LSB - Mobile Home	DU	\$1,440.70	\$1,433.96	-\$6.75	-0.47%	\$1,448.30
LSB - Commercial	KSF	\$3,052.35	\$3,038.06	-\$14.29	-0.47%	\$3,068.44
LSB - Industrial	KSF	\$2,100.01	\$2,090.18	-\$9.83	-0.47%	\$2,111.08
LSB - Industrial - High Cube	KSF	\$293.03	\$291.66	-\$1.37	-0.47%	\$294.57
¹ DU = Dwelling Unit, KSF = 1,000 square feet						

Attachment B

Development Impact Fee Adjustment Table

Citywide Fees							Table 2
Fee Title	Dev. Unit	2019 Base	2020 Fees	2021 Fee	Change	% Change	2021 Fees with 1% Admin
			Base	Base			
Community Park							
Community Park - Single Family	DU	\$2,335.99	\$2,360.87	\$2,349.82	-\$11.05	-0.47%	\$2,373.32
Community Park - Multi Family	DU	\$1,965.20	\$1,986.13	\$1,976.83	-\$9.30	-0.47%	\$1,996.60
Community Park - Mobile Home	DU	\$2,172.84	\$2,195.98	\$2,185.70	-\$10.28	-0.47%	\$2,207.55
Neighborhood Park							
Neighborhood Park - Single Family	DU	\$2,826.94	\$2,857.05	\$2,843.67	-\$13.38	-0.47%	\$2,872.11
Neighborhood Park - Multi Family	DU	\$2,378.22	\$2,403.55	\$2,392.29	-\$11.25	-0.47%	\$2,416.22
Neighborhood Park - Mobile Home	DU	\$2,629.50	\$2,657.51	\$2,645.06	-\$12.44	-0.47%	\$2,671.51
Recreation Facility							
Recreation Facility - Single Family	DU	\$714.02	\$728.42	\$717.89	-\$10.52	-1.44%	\$725.07
Recreation Facility - Multi Family	DU	\$600.69	\$612.80	\$603.95	-\$8.85	-1.44%	\$609.99
Recreation Facility - Mobile Home	DU	\$664.16	\$677.55	\$667.76	-\$9.79	-1.44%	\$674.44
Fire Station							
Fire - Single Family	DU	\$567.51	\$578.95	\$570.59	-\$8.37	-1.44%	\$576.29
Fire - Multi Family	DU	\$181.61	\$185.27	\$182.59	-\$2.68	-1.44%	\$184.42
Fire - Mobile Home	DU	\$272.41	\$277.90	\$273.89	-\$4.02	-1.44%	\$276.63
Fire - Commercial	KSF	\$208.45	\$212.65	\$209.58	-\$3.07	-1.44%	\$211.67
Fire - Industrial	KSF	\$173.72	\$177.22	\$174.66	-\$2.56	-1.44%	\$176.40
Fire - Industrial - High Cube	KSF	\$130.28	\$132.91	\$130.99	-\$1.92	-1.44%	\$132.30
Police Station Signal							
Police - Single Family	DU	\$490.02	\$499.90	\$492.68	-\$7.22	-1.44%	\$497.60
Police - Multi Family	DU	\$412.24	\$420.55	\$414.47	-\$6.08	-1.44%	\$418.62
Police - Mobile Home	DU	\$455.79	\$464.98	\$458.26	-\$6.72	-1.44%	\$462.85
Police - Commercial	KSF	\$108.90	\$111.09	\$109.49	-\$1.61	-1.44%	\$110.58
Police - Industrial	KSF	\$76.23	\$77.77	\$76.64	-\$1.12	-1.44%	\$77.41
Police - Industrial - High Cube	KSF	\$43.55	\$44.43	\$43.79	-\$0.64	-1.44%	\$44.23
Public Facility							
Public - Single Family	DU	\$417.76	\$426.19	\$420.03	-\$6.16	-1.44%	\$424.23
Public - Multi Family	DU	\$351.45	\$358.54	\$353.36	-\$5.18	-1.44%	\$356.89
Public - Mobile Home	DU	\$388.58	\$396.42	\$390.69	-\$5.73	-1.44%	\$394.60
Public - Commercial	KSF	\$92.84	\$94.71	\$93.34	-\$1.37	-1.44%	\$94.28
Public - Industrial	KSF	\$64.98	\$66.29	\$65.33	-\$0.96	-1.44%	\$65.99
Public - Industrial - High Cube	KSF	\$37.13	\$37.88	\$37.33	-\$0.55	-1.44%	\$37.71
Sewer Capacity							
		\$5,125.00	\$5,468.58	N/A	\$92.97	1.70%	\$5,561.55

Attachment C

Engineering News Record – Los Angeles, CA Cost Indices

ENR COST INDEXES IN LOS ANGELES (1978-2020)

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2020	July	6353.82	-1.4	12056.44	-0.5
2020	June	6353.05	-1.5	12055.68	-0.5
2020	May	6389.86	-1.2	12056.03	-0.6
2020	April	6387.36	-0.7	12053.53	-0.4
2020	March	6377.01	+1.6	12043.18	+0.8
2020	Feb	6376.73	+0.2	12042.90	+0.1
2020	Jan	6478.32	+2.1	12144.49	+1.1
2019	Dec	6368.01	+0.3	12034.19	+0.2
2019	Nov	6359.40	+0.3	12025.57	+0.2
2019	Oct	6360.90	+0.3	12027.07	+0.1
2019	Sept	6355.27	+0.3	12021.45	+0.2
2019	Aug	6371.00	+0.6	12037.18	+0.3
2019	July	6446.97	+2.0	12113.16	+1.1
2019	June	6447.02	+2.8	12113.16	+1.4
2019	May	6464.47	+3.1	12130.66	+1.6
2019	April	6453.22	+2.9	12119.41	+1.5
2019	Mar	6277.68	+0.1	11943.60	+0.1
2019	Feb	6361.93	+1.5	12027.85	+0.8
2019	Jan	6345.43	+1.2	12011.35	+0.6



For Release: Wednesday, August 12, 2020

20-1544-SAN

WESTERN INFORMATION OFFICE: San Francisco, Calif.

Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west

Media contact: (415) 625-2270

Consumer Price Index, Riverside Area – July 2020

Area prices were up 0.7 percent over the past two months, up 1.7 percent from a year ago

Prices in the Riverside area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.7 percent for the two months ending in July 2020, the U.S. Bureau of Labor Statistics reported today. Assistant Commissioner for Regional Operations Richard Holden noted that the July increase was influenced by higher prices for gasoline. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U increased 1.7 percent. The index for all items less food and energy increased 1.7 percent over the year. Food prices rose 6.6 percent. Energy prices decreased 5.4 percent, largely the result of a decrease in the price of gasoline. (See [table 1.](#))

Food

Food prices inched down 0.1 percent for the two months ending in July. (See [table 1.](#)) Prices for food away from home decreased 0.4 percent, but prices for food at home advanced 0.3 percent for the same period.

Over the year, food prices rose 6.6 percent. Prices for food at home increased 7.9 percent since a year ago, and prices for food away from home advanced 5.1 percent.

Energy

The energy index advanced 5.7 percent for the two months ending in July. The increase was mainly due to higher prices for gasoline (13.5 percent). Prices for natural gas service rose 0.8 percent, but prices for electricity decreased 3.7 percent for the same period.

Energy prices decreased 5.4 percent over the year, largely due to lower prices for gasoline (-16.0 percent). Prices paid for electricity jumped 15.4 percent, and prices for natural gas service jumped 12.3 percent during the past year.

All items less food and energy

The index for all items less food and energy advanced 0.3 percent in the latest two-month period. Higher prices for medical care (2.1 percent), new and used motor vehicles (1.1 percent), and education and communication (0.8 percent) were partially offset by lower prices for apparel (-4.1 percent), household furnishings and operations (-0.3 percent), and shelter (-0.2 percent).

Over the year, the index for all items less food and energy increased 1.7 percent. Components contributing to the increase included medical care (6.3 percent) and shelter (3.0 percent). Partly offsetting the increases were price decreases in apparel (-8.4 percent) and new and used motor vehicles (-3.2 percent).

The September 2020 Consumer Price Index for the Riverside area is scheduled to be released on October 13, 2020.

Coronavirus (COVID-19) Pandemic Impact on July 2020 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in July was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed.

While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at <https://www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm>.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 89 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 28 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 87 urban areas across the country from about 6,000 housing units and approximately 24,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/homch17_a.htm.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Riverside-San Bernardino-Ontario metropolitan area covered in this release consists of Riverside and San Bernardino Counties in the State of California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Riverside-San Bernardino-Ontario (December 2017=100 unless otherwise noted)

Item 10.

Item and Group	Indexes			Percent change from-		
	May 2020	Jun. 2020	Jul. 2020	Jul. 2019	May 2020	Jun. 2020
Expenditure category						
All items.....	106.899	-	107.640	1.7	0.7	-
Food and beverages	110.430	-	110.783	6.6	0.3	-
Food	111.077	-	111.011	6.6	-0.1	-
Food at home	108.969	110.048	109.270	7.9	0.3	-0.7
Cereals and bakery products	115.875	-	116.199	11.6	0.3	-
Meats, poultry, fish, and eggs.....	104.803	-	108.036	9.0	3.1	-
Dairy and related products	106.880	-	103.481	1.7	-3.2	-
Fruits and vegetables	114.581	-	111.362	10.4	-2.8	-
Nonalcoholic beverages and beverage materials.....	113.766	-	112.022	4.8	-1.5	-
Other food at home	104.172	-	106.548	7.3	2.3	-
Food away from home.....	113.014	-	112.518	5.1	-0.4	-
Alcoholic beverages	98.737	-	107.212	6.1	8.6	-
Housing	110.788	-	110.441	3.7	-0.3	-
Shelter	110.730	110.410	110.560	3.0	-0.2	0.1
Rent of primary residence	111.052	111.201	111.259	4.2	0.2	0.1
Owners' equiv. rent of residences	111.028	110.648	110.760	2.9	-0.2	0.1
Owners' equiv. rent of primary residence	111.028	110.648	110.760	2.9	-0.2	0.1
Fuels and utilities.....	116.975	-	115.268	9.9	-1.5	-
Household energy	117.261	114.193	114.128	14.0	-2.7	-0.1
Energy services.....	117.677	114.556	114.413	14.2	-2.8	-0.1
Electricity	114.621	110.335	110.345	15.4	-3.7	0.0
Utility (piped) gas service	129.434	131.214	130.434	12.3	0.8	-0.6
Household furnishings and operations	103.024	-	102.735	2.1	-0.3	-
Apparel	96.667	-	92.714	-8.4	-4.1	-
Transportation	96.278	-	100.702	-7.3	4.6	-
Private transportation	97.253	-	102.123	-6.1	5.0	-
New and used motor vehicles	96.735	-	97.758	-3.2	1.1	-
New vehicles	103.193	-	103.427	2.9	0.2	-
Used cars and trucks.....	100.622	-	102.638	-1.4	2.0	-
Motor fuel	89.461	97.264	101.290	-16.1	13.2	4.1
Gasoline (all types).....	89.420	97.343	101.478	-16.0	13.5	4.2
Gasoline, unleaded regular(1).....	89.008	97.225	101.372	-16.3	13.9	4.3
Gasoline, unleaded midgrade(1).....	91.959	98.773	102.596	-15.2	11.6	3.9
Gasoline, unleaded premium(1).....	91.088	97.639	101.764	-14.8	11.7	4.2
Motor vehicle insurance	106.331	-	116.349	5.7	9.4	-
Medical care	108.070	-	110.356	6.3	2.1	-
Recreation	102.827	-	103.275	2.7	0.4	-
Education and communication	105.837	-	106.717	1.1	0.8	-
Tuition, other school fees, and child care	116.209	-	118.434	5.6	1.9	-
Other goods and services	106.982	-	107.798	1.8	0.8	-
Commodity and service group						
All items.....	106.899	-	107.640	1.7	0.7	-
Commodities	102.778	-	104.650	-0.2	1.8	-
Commodities less food & beverages.....	98.259	-	101.019	-4.3	2.8	-
Nondurables less food & beverages	94.503	-	98.454	-8.8	4.2	-
Durables	101.768	-	103.246	1.2	1.5	-
Services.....	109.405	-	109.486	2.9	0.1	-
Special aggregate indexes						

Note: See footnotes at end of table.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Riverside-San Bernardino-Ontario (December 2017=100 unless otherwise noted) - Continued

Item 10.

Item and Group	Indexes			Percent change from-		
	May 2020	Jun. 2020	Jul. 2020	Jul. 2019	May 2020	Jun. 2020
All items less medical care	106.820	-	107.454	1.4	0.6	-
All items less shelter.....	104.738	-	106.015	1.0	1.2	-
Commodities less food	98.236	-	101.155	-4.0	3.0	-
Nondurables	102.962	-	105.002	-0.8	2.0	-
Nondurables less food.....	94.688	-	98.875	-8.1	4.4	-
Services less rent of shelter	107.563	-	107.998	2.8	0.4	-
Services less medical care services.....	109.274	-	109.153	2.5	-0.1	-
Energy	101.326	104.703	107.068	-5.4	5.7	2.3
All items less energy	107.361	-	107.667	2.4	0.3	-
All items less food and energy	106.789	-	107.156	1.7	0.3	-

Footnotes

(1) Special index based on a substantially smaller sample.

- Data not available

NOTE: Index applies to a month as a whole, not to any specific date.



Staff Report

TO: City Council
FROM: Jeff Mohlenkamp, Finance Director
Jennifer Ustation, Senior Accountant
DATE September 15, 2020
SUBJECT: Adoption of the City of Beaumont Investment Policy

Background and Analysis:

City Staff has completed a draft investment policy for review and consideration of adoption. The City's Finance and Audit Committee will be reviewing this document and making any suggestions of modifications on the September 14, 2020, committee meeting.

The purpose of this policy is to ensure the City maximizes a return on investments while strictly adhering to State law, which limits the types of investments cities can make. Further, the investment policy lays out investment objectives, which in priority order are:

1. Safety of principal and preservation of capital,
2. Meeting liquidity requirements, and
3. Yield on investment.

The proposed investment policy provides for standards of care, public trust, ethics and conflict of interest disclosures to ensure all investments considered by the City meet these high standards.

The policy provides for a list of available types of investments. A number of these investments may require some proactive monitoring and active management. In any of these situations, the policy provides that the City will engage one or more investment advisors to directly assist City staff in these efforts for a professional opinion and guidance. In this regard, the policy provides for a process to secure the services of any expert(s) engaged to provide these services.

The policy provides that the City Manager and his designee the Finance Director will be responsible for managing the investments of the City.

The policy provides that the City Treasurer will provide a report quarterly to the Finance and Audit Committee. The report will include a description of the investment portfolio, including an assessment of whether all investments comply with the City policy.

The policy requires an annual review by the Finance and Audit Committee and City Council to ensure it continues to meet the needs of the City.

This policy was developed through review of the prior policy, significant evaluation of other California city policies, a review of GFOA standards and several internal meetings.

Fiscal Impact:

There is no fiscal impact to this action of the City Council.

Recommended Action:

Review the policy, including any proposed revisions by the Finance and Audit Committee and adopt the investment policy.

Attachments:

- A. Proposed Beaumont Investment Policy
- B. California Local Agency Investment Guidelines



City of Beaumont, California

Investment Policies

1. Introduction

The City of Beaumont shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy; in priority order of Safety, Liquidity and Return on investment.

2. Scope

The City's investment policies apply to all personnel, departments, divisions and offices of the City government as well as all associated accounting funds under the direct authority of the City of Beaumont. These accounting funds include, but are not limited to, the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds, Capital Projects Funds, Private Purpose Trust Funds and Agency Trust Funds. These investment policies are also applicable to the City's blended component units, including the Successor Agency to the Beaumont Redevelopment Agency, Beaumont Utility Authority, Beaumont Public Improvement Authority.

3. Responsibility

The City Manager is ultimately responsible for the City's implementation and compliance with these policies, unless the City Council authorizes exceptions. Under the direction of the City Manager, the Finance Director will review, develop and implement a system of processes and procedures to ensure compliance with these policies throughout the entire organization. The City Manager will work with the Finance Director to ensure these policies are updated on a timely basis.

4.Pooling of Funds

The City of Beaumont consolidates cash balances from all eligible funds to maximize investment earnings. Funds held by the Trustee are not eligible to be pooled. The City schedules its collection of receipts, deposits of funds and disbursements of monies to ensure maximum availability of cash for temporary investment purposes. Investment income is allocated to the various Funds based on their respective participation and in accordance with Generally Accepted Accounting Principles (GAAP).

5.Investment Objectives

The primary objectives (in order of priority) of the City investment activities are the safety of principal and preservation of capital, liquidity, and yield.

1. **Safety of Principal and Preservation of Capital.** Safety of principal and preservation of capital are the foremost objectives of the investment program. Investments are undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest-rate risk.

A. **Credit Risk.** The City of Beaumont will minimize credit risk, the risk of loss due to the failure of the security issuer or backer by:

(1) Limiting investments to the safest type of securities. All investments must be made only in investment grade securities A rating or higher.

(2) Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with whom the City of Beaumont will do business.

The City of Beaumont will use the approved purchasing process for any Investment Advisor services. Within this process will be an agreed upon condition that the Investment Advisor's services obtained shall be required to prequalify all financial institutions to comply with the City of Beaumont's Investment Policy.

(3) Diversifying the investment portfolio so that potential losses on overall portfolio will be strictly limited. The investments shall be diversified by:

- Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- Investing in securities of varying maturities and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

B. Interest Rate Risk. The City of Beaumont will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by:

(1) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity,

(2) Investing operating funds primarily in shorter-term securities or with State and local government investment pools to ensure liquidity needs are met and stability of principal is assured.

2. Liquidity. The investment portfolio remains sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrently with the City's cash needs to meet anticipated demands (static liquidity). A portion of the portfolio also may be placed in money market mutual funds or Local Government Investment Pools (LGIP's) which offer either same-day or next-day liquidity. Furthermore, since all possible cash demands cannot be anticipated, the portfolio consists largely of securities with active secondary or resale markets (dynamic liquidity). The City will ensure that liquid resources are available to meet at least six months of operating expenses.

3. Yield on Investments. The investment portfolio is designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs of the City. Return on investment is of secondary importance compared to the safety and preservation of capital and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to the maturity with the following exceptions:

A. Loss of Principal. A security with declining credit may be sold early to minimize loss of principal. While investments in securities that pose some risk of principal loss, the portfolio of investments must be structured to strictly limit the overall loss of principal while seeking to increase the rate of investment return.

B. **Security Swap.** A security swap would improve the quality, yield, or target duration in the portfolio.

C. **Liquidity.** Liquidity needs of the portfolio require that the security be sold. Any non-liquid investments will be structured to ensure they become liquid in time to meet operating expenditures. This will require managing of maturity dates for investments to ensure liquid funds are available when needed.

6. Standards of Care

A. **Prudence.** The standard of prudence used by investment officials is the “prudent” person standard (Civil Code Section 2261, et. seq.) and is applied in the context of management an overall investment portfolio. Investment officers acting in accordance with written procedures and this overall investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and sale of securities are carried in accordance with the terms of this policy.

Investments are made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

B. **Public Trust, Ethics and Conflicts of Interest.** Investment officials recognize that the investment portfolio is subject to public review and evaluation. The overall program is designed and managed with a degree of professionalism that is worthy of the public trust.

Officers and employees involved in the investment process will refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials will disclose any material interest in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers will refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City of Beaumont.

C. Delegation of Authority. Authority to manage the City’s investment program is granted to the City Manager and his or her designee, hereinafter referred to the “Investment Officer,” Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with this investment policy.

7. Authorized Financial Dealers and Institutions

The City will secure the services of one or more approved financial institutions authorized to provide investment services to the to the City of Beaumont. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). A determination should be made to ensure that all approved broker/dealer firms, and individuals covering the City of Beaumont, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the City of Beaumont. The firms, and individuals covering the City of Beaumont, should be knowledgeable and experienced in Public Agency investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and broker/dealers who desire to provide investment management services for the City will be selected through a competitive bidding process. At a minimum, any selected investment advisor/ manager will be required to provide evidence of all required licensure and/or certifications.

8. Beaumont’s Investment Policy

The City on an annual basis submits a copy of the current investment policy to all financial institutions approved to do business with the City. Confirmation of receipt of this policy is considered evidence that the dealer has read and understands the City’s investment policy and will recommend and execute only transactions suitable for and in compliance with the City’s Investment Policy. In selecting financial institutions for deposit or investment of City funds, the creditworthiness of the institutions will be considered. The City will continue to monitor financial institution’s credit characteristics and financial history throughout the period in which City funds are deposited or invested.

9. Authorized Investments for the City

The City is authorized by California Government Code Section 53600, et.seq. to invest in specific types of securities. Section 43601 of the Government Code sets limits on the type investments that may be in the City portfolio. Refer to attachment A for allowable investment by State of CA.

The City Council may establish further limits on the types of securities in which the City may invest its idle cash. Any investment security (except investment of bond proceeds as explained in the next section) not listed below is not a valid investment for the City of Beaumont.

1. Local Agency Investment Fund (LAIF) Investments. LAIF is a special fund of the State of California Treasury that local agencies may use to deposit funds for investment. Investments by the State Treasurer for City funds in LAIF are authorized by the City Council. State law prohibits LAIF from impounding any depositor's funds and prohibits the fund from ever declaring bankruptcy.

2. United States Debt Obligations. These investments would include U.S. Government direct obligations such as Treasury bills, bonds, notes and other certificates of indebtedness where the full faith and credit of the United States are pledged for payment of principal and interest.

3. United States Agency Debt Obligations. These investments include obligations, participations or other instruments of, or issued by, a Federal Agency or a United States Government-Credit Bank (FFCB) or other obligations or other instruments issued by, or fully guaranteed as to principal and by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association (FNMA). While these U.S. Government debt issues are not backed by the full faith and credit of the United States, they do in fact have defacto backing from the Federal Government, and it would be most unlikely that the government would let any of these agencies default on its obligations.

4. Repurchase Agreements. These agreements would be limited to U.S. Government or its authorized Agencies' securities described in Number 2 and Number 3 above, provided that they are held less than a year.

5. Negotiable Certificates of Deposit (CD). A Certificate of Deposit (CD) is a time deposit with a specific maturity evidenced by a certificate. Certificates of Deposit must be issued through financial institutions insured by the Federal Deposit Insurance Corporation (FDIC), a federal agency of the United States Government that insures bank deposits up to \$250,000 per account.

6. Pass Book Savings Account Demand Deposits. Savings accounts are hereby approved by the Beaumont City Council provided they are maintained only with banks and savings and loan institutions which

are insured by the Federal Deposit Insurance Corporation (FDIC), a federal agency of the United States Government that insures bank deposits up to \$250,000 per account.

7. **Overnight Repurchase Agreements.** The City is authorized by the City Council to set up a “sweep account” and to enter into an overnight repurchase agreement with an authorized bank to sweep cash from its checking accounts and other appropriate accounts to earn overnight interest on funds in these funds.

8. **State Obligations-CA and Others.** The City is authorized by the City Council to purchase State Obligations that fall within the allowable limits of the State Government Code and within the objectives of the City of Beaumont’s Investment Policy.

9. **CA Local Agency Obligations.** The City is authorized by the City Council to purchase CA Local Agency Obligations that fall within the allowable limits of the State Government Code and within the objectives of the City of Beaumont’s Investment Policy.

10. **Joint Powers Authority Pool.** The City is authorized by the City Council to invest in Joint Powers Authority Pools as long as they meet the criteria within the State Government Code and within the objectives of the City of Beaumont’s investment Policy and would require that statement 10 of this policy is followed prior to entrance into such investment pool.

11. **Money Market Mutual Funds.** The City is authorized by the City Council to invest in Money Market Mutual Funds whose portfolios consist entirely of U.S. government securities and would require that statement 10 of this policy is followed prior to entrance into such mutual fund.

12. **Commercial Paper-Pooled Funds.** Commercial paper is a money-market security issued by large corporations to obtain funds to meet short-term debt obligations and is backed only by an issuing bank or company promise to pay the face amount on the maturity date specified on the note. It is usually sold at a discount of face value. State Government Code requires that only the highest letter and number rating by a nationally recognized statistical ratings organization are allowed.

13. **CDARS Program.** A CDARS program is a CD laddering portfolio that allows investing with a relationship institution for different maturity levels of CDs. Despite using multiple banks, the program will submit one statement which makes administration simple.

10. Investment Pools/Mutual Funds

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement process), and how often the securities are priced and program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

11. Investment of Bond Proceeds

The City directs the investment of proceeds in bonds or similar debt instruments issued as instructed in the bond indenture or similar investment documents. Bond proceeds are not eligible as a part of the City's pooled funds. Securities authorized by the bond indenture or similar investment documents that are not authorized by the City's Investment Policy will be considered approved when the bond indenture or similar investment document is approved by the City Council. Bond reserve funds, escrow funds and any funds approved by the City Council may be invested in securities with maturity limits of five years or an appropriate longer period. When possible, the bond indenture shall provide any specific restrictions or limitations on either the nature or the duration of the investments, and should be the governing document.

12. Safekeeping and Custody

1. **Custody.** To protect against potential losses by the collapse of individual securities dealers, all securities owned by the City shall be held in safekeeping by a third-party bank trust department acting as agent for the City under the terms of a custody agreement executed by the bank and the City. No outside broker/dealer or advisor may have access to the City funds, accounts or investments, and any transfer of funds to or through an outside broker/dealer must be approved by the City Council.

2. **Internal Control.** A system of internal controls has been established to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or unanticipated changes in financial markets. Internal controls deemed most important include control of collusion, separation of transaction authority from accounting and record keeping, custodial safekeeping, avoid of physical delivery of securities, clear delegation of authority to subordinate staff members, written confirmation of transactions for investments and wire transfers and development of a wire transfer agreement with the lead bank and third-party custodian.

3. **Delivery vs. Payment.** All trades where applicable executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities are held by a third-party custodian as evidenced by safekeeping receipts.

13. Reporting

In accordance with Government Code Section 53646(8)(1), the City Treasurer shall submit to the Finance Committee a quarterly report that will then be taken to the City Council. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for the City of Beaumont by third party contract managers. The report will also include the source of the portfolio valuation. As specified in Government Code 53646(e), if all funds are placed in the Local Agency Investment Fund (LAIF), FDIC insured accounts and/or county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (1) all investment actions executed since the last report have been in full compliance with the investment policy, and, (2) the City of Beaumont will meet its expenditures obligations within the cash flow needs.

14. Investment Policy Adoption and Review

The City's independent certified public accountants annually review and make recommendations regarding the City's investment policies to the City Manager and City Council. In accordance with Senate Bill 564 and Senate Bill 866, effective January 1, 1996, the City staff brings forward each year the City's Investment Policy for review by the City Council. Mee

15. Glossary

Active investment management. An investment management strategy that involves the active trading of securities in an attempt to earn above-average returns on a portfolio. Active investment management requires frequent monitoring of financial markets with the investor taking positions on key market variables in an attempt to "beat" the market.

Arbitrage. The simultaneous purchase and sale of similar assets in order to profit from a price difference between the two assets, such as stocks, bonds, commodities, and currencies. In public finance, the term is commonly used to refer to the investment of bond proceeds in taxable instruments to increase investment income.

Arbitrage rebate. The federal government has imposed restrictions that prohibit an issuer from retaining arbitrage profits when investing bond proceeds at a yield that exceeds the yield on the bonds. The profit is rebated to the federal government.

Bankers' acceptance (BA). A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Benchmark. A benchmark is a composite of securities with specific characteristics such as credit, asset, and maturity. Investors can use a benchmark as a measure to compare the performance of their own portfolio.

Benchmarking. Benchmarking, also known as indexing, is a passive investment management approach in which an investor generally creates a portfolio that strives to achieve a return and risk profile similar to a benchmark or an index.

Certificate of deposit (CD). A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

Collateral. Underlying securities that are pledged to secure deposits of public funds. Also used in conjunction with repurchase agreements to protect the entity from default by the counterparty.

Coupon. (a.) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Custody. The service of an organization, usually a financial institution, of holding (and reporting) a customer's securities for safekeeping. The financial institution is known as the custodian.

Delivery-versus-payment (DVP). A settlement procedure where payment for securities purchase is made simultaneously with the transfer of the purchased securities. The same procedure applies for a securities sale; the securities are transferred as payment is made. This procedure ensures that funds are released upon receipt of securities, thus protecting the government's assets.

Derivative instrument. A security that derives its value from an underlying asset, group of assets, reference rate, or index value. Some derivative instruments can be highly volatile and result in a loss of principal in changing interest rate environments.

Diversification. Dividing investment funds among a variety of securities offering different risk characteristics and independent returns to reduce risk in a portfolio.

Generally accepted accounting principles (GAAP). The criteria normally used by independent auditors to assess whether financial statements are "fairly presented."

Governmental Accounting Standards Board (GASB). The standard-setting body responsible for setting GAAP for state and local governments since 1984.

Leverage. Using borrowed funds for investment purposes or an attempt to increase the rate of return on a investment by buying securities on margin. This practice can be risky if interest rates rise or if investment yields are lower than expected.

Liquidity. A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked price is narrow and reasonable size can be done at those quotes. Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Marking-to-market. The practice of valuing a security or portfolio according to its market value, rather than its cost or book value.

Market value. The price at which a security is trading and could presumably be purchased or sold.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Passive investment management. An investment strategy where securities are bought with the intention of holding them to maturity or to mimic a benchmark or an index with the goal of achieving an average market rate of return.

Portfolio. Collection of securities held by an investor.

Primary dealer. A primary dealer is a bank or securities broker-dealer that trades in the U.S. government securities with the Federal Reserve Bank of New York (FRBNY). It is through the FRBNY Open Market Desk that the Federal Reserve System ("Fed") implements monetary policy. A firm may become a primary dealer by meeting certain requirements, such as minimum capital adequacy standards. Some governments only conduct investment transactions with primary dealers because of these capital standards.

Prudent person rule. An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state-the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Rate of return. The amount of income received from an investment, expressed as a percentage. A market rate of return is the yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

Regional dealer. Regional dealers are also referred to as "secondary" or "non-primary" dealers. These are all the firms that are not designated as "primary". These firms do not trade directly with the FRBNY. Many firms, ranging in size, capitalization, as well as product focus, fall in this category.

Repurchase agreement (repo). A transaction in which a holder of securities sells those securities to an investor with an agreement to repurchase those securities for a fixed price at an agreed-upon date. A master repurchase agreement is a written contract governing all future transactions between the parties and seeks to establish each party's rights in the transactions.

Reverse repurchase agreement. The opposite of a repurchase agreement. The investor owns the securities or collateral and a bank or dealer temporarily exchanges cash for the collateral for a specified period of time at an agreed-upon interest rate.

Safekeeping. A procedure where securities are held by a third party acting as custodian for a fee.

Securities and Exchange Commission (SEC). The Securities and Exchange Commission is a U.S. government agency having primary responsibility for enforcing the federal securities laws and regulating the securities industry.

SEC Rule 15c3-1. See Uniform Net Capital Rule.

Securities lending. Similar to a reverse repurchase transaction. Financial institutions offer to lend securities owned by institutional clients to brokers in exchange for collateral (typically cash), which is reinvested at a higher rate. The resulting proceeds are split between the client and the lending agent (financial institution).

STRIPS. Securities created by separating the principal and interest portions of bonds, such as 30-year Treasuries, or pools of mortgage-backed securities.

Treasury Bills. A non-interest bearing discounted security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds. Long-term coupon-bearing discount security issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

Total return. Interest income plus capital gains (or minus losses) on an investment.

Uniform net capital rule. Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield. The percentage return on an investment; also called return. There are several yield calculations that can be made, such as yield to maturity, the promised return assuming all interest and principal payments are made and reinvested at the same rate taking into account price appreciation (if priced below par) or depreciation (if priced above par), or yield to call, the yield an investor will receive if the security is called prior to maturity.

**EXHIBIT A – ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE
(AS OF JANUARY 1, 2020) APPLICABLE TO ALL LOCAL AGENCIES**

INVESTMENT TYPE	MAXIMUM MATURITY ^c	MAXIMUM SPECIFIED % OF PORTFOLIO ^d	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations— CA And Others	5 years	None	None	53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40% ^e	None	53601(g)
Commercial Paper— Non-Pooled Funds ^f	270 days or less	25% of the agency's money ^g	Highest letter and number rating by an NRSRO ^h	53601(h)(2)(C)
Commercial Paper— Pooled Funds ⁱ	270 days or less	40% of the agency's money ^g	Highest letter and number rating by an NRSRO ^h	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30% ^j	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50% ^k	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50% ^k	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^l	20% of the base value of the portfolio	None ^m	53601(j)
Medium-Term Notes ⁿ	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple ^{o,p}	53601(l) and 53601.6(b)
Collateralized Bank Deposits ^q	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple ^r	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Voluntary Investment Program Fund ^t	N/A	None	None	16340
Supranational Obligations ^u	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603



CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION

Update for 2020

Reflects state law changes
effective as of January 1, 2020
CDIAC 20.01

California Debt and Investment Advisory Commission

The California Debt and Investment Advisory Commission (CDIAC) provides information, education, and technical assistance on debt issuance and public fund investments to local agencies and public finance professionals. CDIAC also serves as the State's clearinghouse for public debt issuance information.

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State Controller

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Assemblymember

ASH KALRA

Assemblymember

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Senator

JOHN M.W. MOORLACH

Senator

SANDIE ARNOTT

Treasurer-Tax Collector

County of San Mateo

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About the Local Agency Investment Guidelines

The *Local Agency Investment Guidelines* is intended to aid local officials in their efforts to implement existing laws pertaining to the investment of public funds. Each year, CDIAC staff convenes a working group of public- and private-sector professionals to support its efforts to revise and update these *Guidelines*.

THOSE PARTICIPATING IN THE 2020 GUIDELINES INCLUDE:

- Constantine Baranoff, *Shareholder, Kronick Moskowitz Tiedemann & Girard*
- Bill Blackwill, *Managing Director, Stifel, Nicolaus & Company, Inc.*
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This document briefly describes each issue, offers an interpretation of the minimum compliance requirements, and provides consensus recommendations where the working group deemed them necessary. These interpretations represent the best judgment of the professionals involved and are intended only as a guide for local agencies in their compliance. Agencies should rely only on their legal counsel for legal advice.

The *Local Agency Investment Guidelines: Update for 2020* reflects current investment statutes. It is divided into chapters on investment policy, fund management, reporting requirements, and the treasury oversight committee. Please note that one issue may not fit neatly into the following four chapters.

Generally speaking, all local agencies are subject to the reporting, fund management, and investment policy requirements. Only county governments may be

subject to the county oversight committee requirements. Any jurisdiction that assumes it is not covered by these provisions should seek legal counsel. California Government Code Section 53600 states:

As used in this article, “local agency” means a county, city, city and county, including a chartered city or county, school district, community college district, public district, county board of education, county superintendent of schools, or any public or municipal corporation.

Summary of Statutory Changes

The 2020 Local Agency Investment Guidelines incorporates the following statutory changes:

Chapter 442, Statutes of 2019 (AB 857) adds the following to Government Code Section 53601: "(r) Commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600." In addition, the bill amends Government Code Section 53635 by adding "(c) A local agency subject to this section may invest in commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600." Lastly, the bill adds public banks to the list of depository institutions to Government Code 53635.2.

Chapter 619, Statutes of 2019 (AB 945) amends Government Code 53601.8 and 53635.8 to authorize a local agency to invest and deposit the agency's surplus funds in deposits at specified types of financial institutions whether those investments are in certificates of deposit or another form. The bill, from January 1, 2020, until January 1, 2026, increases to 50 percent the percentage of surplus funds that may be invested by a city, district, or other local agency, authorized under section 53601.8, that does not pool money in deposits or investments with other local agencies with a different governing body. For those agencies authorized under section 53635.8, the permissible percentage of surplus funds invested remains at 30 percent. The bill makes deposits placed under 53601.8 and 53635.8 subject to the limitations of Government Code 53638 and also makes other substantive changes. On and after January 1, 2026, the provisions of this bill would return the portfolio limitation of cities, districts, and agencies to 30 percent of the agency's surplus funds.

All references to statutory code "sections" throughout this document shall refer to California Government Code unless otherwise stated.

Chapter I. The Annual Investment Policy

A good investment policy encompasses the cash, treasury, and investment management functions of an agency. It serves as a guide for setting and achieving program objectives, defines rules and establishes benchmarks, and reduces the exposure to liability of both the investment staff and the governing board. It is also important to note that rating agencies pay close attention to an agency's investment policy and portfolio in determining its credit rating.

I. A Should local agencies produce an investment policy? Should the investment policy be presented to the local agency's legislative body? [Section 53646(a)]¹

The investment policy serves as the foundation of a local agency's investment goals and priorities. If the investment policy is carefully researched, effectively drafted, and reviewed regularly to assure that it continues to meet the agency's goals/priorities for its portfolio, it can help protect the assets of the organization. The existence of an approved investment policy demonstrates that the governing body is performing its fiduciary responsibilities, thereby, inspiring trust and confidence among the public that it serves.

MINIMUM LEGAL REQUIREMENTS:

Section 53646(a)(1) states that the treasurer of a county government may annually render to his/her board of supervisors and oversight committee an investment policy, which the board shall review and approve at a public meeting. In addition, the board shall review and approve any changes to the investment policy at a public meeting.

Section 53646(a)(2) states that the treasurer or chief fiscal officer of any other local agency may annually render to his/her legislative body and any oversight committee an investment policy, that the legislative body shall consider at a public meeting. This raises questions about whether or not the policy should be

¹ All statutory references are to the California Government Code unless otherwise noted.

adopted officially by the legislative body, and the time during the year that this “consideration” should take place.

CONSENSUS RECOMMENDATION:

An investment policy should always be in place. While not required by statute, it is in the best interest of the local agency to present and discuss the policy with the agency’s legislative body or oversight committee, and then have the policy approved by a vote of the legislative body. A public vote signifies that the legislative body shares fiduciary responsibility with the treasurer, increases the authority and legitimacy of the investment policy, and provides transparency and disclosure.

I. B When should the investment policy be reviewed and updated? How should the investment policy be rendered to the legislative body? [Section 53646(a)]

The size and complexity of the investment policy, portfolio, agency and the agency’s staff are factors that may affect the frequency of the investment policy review and revision.

MINIMUM LEGAL REQUIREMENT:

Section 53646(a) provides that if an investment policy is submitted to the local agency’s legislative body, it must be an agenda item at a public meeting. If submitted to a county board of supervisors, the board is required to review and approve the investment policy and any changes to it at the public meeting. The statute does not place the same specific approval requirements on other local agencies, but it does require consideration. The statute does not specify, however, when during the year that consideration or approval should occur.

CONSENSUS RECOMMENDATION:

Both the Association of Public Treasurers of the United States & Canada and the Government Finance Officers Association have established policy standards that recommend investment policies be reviewed annually. At a minimum, the internal treasury staff should conduct a review annually. Ideally, the review should be timed to coincide with the end of the state legislative cycle so that consideration may be given to any changes in statute that may impact the agency’s policy.

An update in the investment policy is warranted if treasury staff’s review results in a material change in policy due to either a change in statute or a change in the agency’s goals and objectives for safety, liquidity and yield. A change in statute, however, may not necessarily require a change in the policy. Many agencies’ policies are already more restrictive than statute. Likewise, an agency may choose to update its policy to restrict the purchase of a new investment product that is allowable by statute but that the agency deems to be too risky for its investment portfolio.

Although rendering the investment policy to the legislative body or oversight committee is not required, it is highly recommended. If it is done, it should be done annually, on an established schedule, such as after the annual review and update.

For newly-elected legislative body members, election terms may not coincide with the investment policy review. But, because of the fiduciary responsibility of the legislative body, any newly-elected members should be made aware of the existence of the investment policy and its contents as soon as possible.

I. C What information should be included in the investment policy? [Section 27133]

MINIMUM LEGAL REQUIREMENTS:

Except for county governments, the California Government Code does not contain any provisions specifying what must be included in the investment policy of a local agency. Section 27133 provides that county investment policies must contain:

- A list of securities or other instruments in which the county treasury may invest, according to the law, including the maximum percentage by type of security, and the maximum term of any security purchased;
- The manner of calculating and apportioning the authorized costs of investing, depositing, banking, auditing, reporting, handling, and managing of funds;
- Limits on the receipt of honoraria, gifts, and gratuities for county treasury oversight members from advisors, brokers, dealers, bankers, or other persons with whom the county treasury conducts business;
- Criteria for selecting brokers and dealers (including prohibitions against selecting any broker, dealer, or security firm within any consecutive 48-month period of making a campaign contribution exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board);
- A requirement that the treasurer provide the county treasury oversight committee with an investment report as required by the Board of Supervisors;
- Terms and conditions under which other local agencies that are not required to deposit funds may deposit funds in the county treasury if they so choose; and
- Criteria for considering requests to withdraw funds from the county treasury.

The last two of the above elements directly refer to the duties counties have in maintaining a local government investment pool.

CONSENSUS RECOMMENDATION:

Although statute does not specify the contents of the investment policy for local agencies other than counties, it should include at a minimum, the first five elements required of counties. In addition, the policy should specify the funds to which the policy will and will not apply. For instance, bond proceeds are usually guided by the bond documents and thus, may not be a part of the investment policy. Similarly, pension funds are guided by other code sections and may have different investment objectives.

The Association of Public Treasurers of the United States & Canada offers an **Investment Policy Certification Program** that provides public investors with guidance and technical assistance in developing a comprehensive written investment policy. The Government Finance Officers Association (GFOA) also has a **sample investment policy**. The California Municipal Treasurers Association (CMTA) has sample investment policies that were certified through **CMTA's Investment Policy Certification Program**. Additional sources for recommended elements of an investment policy can be found in CDIAC's *California Public Fund Investment Primer* and *Investment Policy Reporting Practices: An Informational Guide*.

I. D How is the limit on a political contribution determined when selecting brokers and dealers? [Section 27133 (c) and MSRB Rule G-37]

The county treasury shall not select brokers and dealers who individually, or as a firm, have contributed more than the current limit established under Municipal Securities Regulatory Board (MSRB) Rule G-37.

MINIMUM LEGAL REQUIREMENT:

The county treasury is prohibited from selecting those brokers, brokerage firms, dealers, or securities firms having made political contributions within the last four years, which exceed the amount set forth in MSRB Rule G-37. For 2020, the limit is \$250. This limit applies to the local treasurer, any member of the governing board of the local agency, or any candidate for those offices.

In addition to the provisions outlined in Section 27133 and MSRB Rule G-37, local agencies, the state, and the Fair Political Practices Commission (FPPC) may adopt additional standards on acceptable political contribution limits. For reference, the local treasurer, any member of the governing board of the local agency, and treasury staff are required to report any gift of \$50 or more on his or her annual Form 700 submission to the FPPC.

CONSENSUS RECOMMENDATION:

All treasury staff should be knowledgeable of the specific state and local laws and ordinances governing their receipt of political contributions, gifts, and honoraria. Although the MSRB Rule G-37 applies to the local treasurer and the governing board of the local agency, treasury staff are likely subject to additional rules set forth by the FPPC and the local agency. If there is no policy on the receipt of political contributions, gifts, or honoraria at the local agency level, establish one and educate all agency employees who affect treasury decisions.

I. E What constraints can county pools place on voluntary depositors? [Section 27133(g)]

County treasurers have difficulty predicting withdrawals of voluntary funds made by pool participants. As a result, questions commonly arise regarding how county pools should treat funds from voluntary depositors. In the absence of information on a depositor's cash flow, an unanticipated withdrawal can create potential liquidity problems for the pool.

MINIMUM LEGAL REQUIREMENT:

State law does not require county pools to accept voluntary deposits.

CONSENSUS RECOMMENDATION:

Allow voluntary deposits only under a clearly written contract or memorandum of understanding. This agreement should spell out the exact rules for participating in the pool and provide the county treasurer with reasonable predefined discretion to establish the frequency and amount of voluntary funds that can be removed from the pool at a particular time. Another option is to ban voluntary deposits altogether if the county has confidence that other local agencies have reasonable investment alternatives.

Chapter II. Fund Management

For the investment of county funds in a county treasury, Section 27000.3 establishes the Board of Supervisors as a fiduciary that is subject to the prudent investor standard unless it delegates its investment duties to the county treasurer. For other local agencies' funds invested in the county treasury, the county treasurer serves as a fiduciary and is subject to the prudent investor standard.

Except as provided for in Section 27000.3, Section 53600.3 declares as a trustee each person, treasurer, or governing body authorized to make investment decisions on behalf of local agencies. As trustees these individuals are subject to the prudent investor standard. That is, they shall act with care, skill, prudence, and diligence under the circumstances then prevailing when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing funds. Section 53600.5 further stipulates that the objectives of any person investing public funds is to, first, safeguard principal; second, to meet the liquidity needs of the depositor; and lastly, to achieve a return or yield on the funds under its control (Section 27000.5 specifies the same objectives for county treasurers and boards of supervisors).

Risk is inherent throughout the investment process. There is investment risk associated with any investment activity and opportunity risk related to inactivity. Market risk is derived from exposure to overall changes in the general level of interest rates while credit risk is the risk of loss due to the failure of the issuer of a security. The market value of a security varies inversely with the level of interest rates. If an investor is required to sell an investment with a five percent yield in a comparable seven percent rate environment, that security will be sold at a loss. The magnitude of that loss will depend on the amount of time until maturity.

Purchasing certain allowable securities with a maturity of greater than five years requires approval of the governing board (see Section 53601). Part of that approval process involves assessing and disclosing the risk and possible volatility associated with longer-term investments.

Another element of risk is liquidity risk. Instruments with extraordinary or special call features, sinking fund redemption structures, or those issued by little known issuers, are examples of "story bonds" and often are thinly traded. Their uniqueness often makes finding prospective buyers in a secondary market more

difficult and, consequently, the securities' marketability and prices may be discounted. However, under certain market conditions, gains may also be possible with these types of securities.

Default risk represents the possibility that the borrower may be unable to repay the obligation as scheduled. Generally, securities issued by the federal government and its agencies are considered the most secure, while securities issued by private corporations, or negotiable certificates of deposit issued by commercial banks have a greater degree of risk. Securities with additional credit enhancements, such as bankers' acceptances, collateralized repurchase agreements, and collateralized bank deposits, are somewhere between the two on the risk spectrum.

The vast majority of local agency portfolios are managed with a buy and hold investment strategy. Investments are purchased with the intent and capacity to hold them until maturity. At times, market forces or operations may dictate exchanging one security for another or selling a security before maturity. Continuous analysis and fine tuning of the investment portfolio are considered part of prudent investment management. This passive investment strategy is different from one in which securities are purchased with the intent to sell them before maturity at a profit or the use of leverage to enhance yield.

California Government Code contains specific provisions regarding the types of investments and practices permitted after considering the broad requirement of preserving principal and maintaining liquidity before seeking yield. These provisions are intended to promote the use of reliable, diverse, and safe investment instruments to better ensure a prudently managed portfolio worthy of public trust.

II. A Which investments are permissible? Which are prohibited? [Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53635, 53635.2, 53635.8, 53638, 53684, and 57603]

MINIMUM LEGAL REQUIREMENT:

Local agencies may invest only in those instruments specified in State law.

Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53635, 53635.2, 53635.8, 53638, 53684, and 57603 include a number of requirements on how and where public money may be invested. Figure 1 provides a synopsis of the permitted investment instruments and limitations on each, in which all local agencies may invest.

Prohibited investments include securities not listed in Figure 1, as well as inverse floaters, range notes, interest only strips derived from a pool of mortgages, and any security that could result in zero interest accrual² if held to maturity as specified

in Section 53601.6. This restriction does not apply to local agency investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 that are authorized for investment pursuant to subdivision (l) of Section 53601.

Section 53601 provides that public agencies may invest in bonds issued by the local agency itself. In 2008, the Legislature added Section 5925 to clarify that the purchase of bonds by the state or local agency that issued the bonds does not cancel or otherwise affect the bonds. This addressed concerns that the purchased bonds would be considered defeased or refunded under certain Treasury Rules. With the addition of Section 5925 the repurchased or acquired bonds may be treated as outstanding bonds to the extent provided by the issuer or the documents defining the rights of the bondholders.

In 2019, the Legislature added 57600 et seq. authorizing local agencies to form a public bank. Furthermore, under 57603, local agencies that do not pool money in deposits or investments with other local agencies that have separate governing bodies as well as local agencies that pool money in deposits or investments with other local agencies, including local agencies that have the same governing body, are permitted to invest in debt securities or other obligations of a public bank.

CONSENSUS RECOMMENDATION:

Local agencies should include the list of permissible securities in the investment policy and modify the list to meet its unique needs. These modifications may include additional restrictions on the type and amount of specific authorized securities to reflect current federal tax and securities regulations and an agency's risk tolerance.

The addition of Code Section 5925 authorizing state and local agencies to purchase their own bonds was intended to be complementary to Internal Revenue Service (IRS) Notice 2008-41 and 2008-88 that allowed municipal issuers to temporarily hold certain types of their own tax-exempt debt without extinguishment or loss of tax-exempt status. However, these IRS provisions were meant to be temporary and sunset, with some remaining exceptions for certain variable rate debt, on December 31, 2010. Given the incongruity between Section 5925 and IRS rules, a local agency should seek legal guidance on the potential tax implications of purchasing its own debt.

As a result of amendments to Government Code Sections 53601.8 and 53635.8, local agencies should review portfolio limitations for CDs and negotiable CDs in their investment policies.

Some investments, such as straight floaters or floating rate notes that are not otherwise prohibited, have the potential to result in zero interest accrual. Before

² *Zero interest accrual means the security has the potential to realize zero interest depending upon the structure of the security. Zero coupon bonds and similar investments that start at a level below the face value are legal because their value does increase, unless purchased above par.*

FIGURE 1

**ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT
CODE (AS OF JANUARY 1, 2020)^A APPLICABLE TO ALL LOCAL AGENCIES^B**

See "Table of Notes for Figure 1" on the next page for footnotes related to this figure.

INVESTMENT TYPE	MAXIMUM MATURITY ^C	MAXIMUM SPECIFIED % OF PORTFOLIO ^D	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations— CA And Others	5 years	None	None	53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40% ^E	None	53601(g)
Commercial Paper— Non-Pooled Funds ^F	270 days or less	25% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53601(h)(2)(C)
Commercial Paper— Pooled Funds ^I	270 days or less	40% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30% ^J	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50% ^K	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50% ^K	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^L	20% of the base value of the portfolio	None ^M	53601(j)
Medium-Term Notes ^N	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple ^{P,Q}	53601(l) and 53601.6(b)
Collateralized Bank Deposits ^R	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple ^S	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Voluntary Investment Program Fund ^T	N/A	None	None	16340
Supranational Obligations ^U	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

TABLE OF NOTES FOR FIGURE 1

- ^A Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.
- ^B Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.
- ^C Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.
- ^D Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.
- ^E No more than 30 percent of the agency's money may be in bankers' acceptances of any one commercial bank.
- ^F Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.
- ^G Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper of any single issuer.
- ^H Issuing corporation must be organized and operating within the U.S., have assets in excess of \$500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating agency.
- ^I Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).
- ^J No more than 30 percent of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).
- ^K Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30 percent. Investments made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.
- ^L Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.
- ^M Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.
- ^N "Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."
- ^O No more than 10 percent invested in any one mutual fund. This limitation does not apply to money market mutual funds.
- ^P A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.
- ^Q A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of \$500 million.
- ^R Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.
- ^S A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).
- ^T Local entities can deposit between \$200 million and \$10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.
- ^U Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.

purchasing these types of investments, the local agency should evaluate all possible outcomes, and, as a safeguard, should consider including in its investment policy a statement establishing an acceptable positive spread or floor for all securities, which pay interest based on a spread to an index. Also, while not expressly prohibited by state law, unregistered securities, such as [Rule 144A](#) securities, may not be purchased by local agencies because local agencies do not meet the Securities and Exchange Commission definition of Qualified Institutional Buyers (QIB).³ Public agencies should seek legal counsel before purchasing 144A securities.⁴

³ CDIAC's *Issue Brief: Rule 144A Securities*, provides a summary of securities in this class.

⁴ On December 18, 2019, the SEC proposed amendments to the definitions of "accredited investor" and "qualified institutional buyer," in Rule 144A under the Securities Act of 1933. The proposal, along with instructions on how to submit comments, is available on the SEC's website. The definition of QIB used in this publication was current as of the date of this publication, January 2020.

II. B What requirements must a financial institution satisfy before a local agency may deposit its money in it? [Section 53635.2]

Section 53635.2 states that all local agency money may be invested in investments set forth in 53601 or deposited for safekeeping in state or national banks, public banks, savings associations, federal associations, credit unions, or federally insured industrial loan companies in this state. It also specifies certain requirements that such financial institutions must satisfy to hold local agency money.

MINIMUM LEGAL REQUIREMENT:

To be eligible to receive local agency money, a financial institution must receive an overall rating of not less than "satisfactory" from the appropriate federal supervisory agency for meeting the criteria specified in Section 2906 of Title 12 of the U.S. Code (Community Reinvestment Act of 1977). The Community Reinvestment Act of 1977 (Act) requires financial institutions to demonstrate their commitment to meeting the credit needs of local communities in which they are chartered to do business. For the purpose of the Act, the appropriate federal supervisory agency includes:

- The Comptroller of the Currency with respect to national banks;
- The Board of Governors of the Federal Reserve System with respect to state chartered banks that are members of the Federal Reserve system and bank holding companies;
- The Federal Deposit Insurance Corporation (FDIC) with respect to state chartered banks, public banks, and savings banks that are not members of the Federal Reserve system and the deposits of which are insured by the FDIC; and
- The Director of Office of Thrift Supervision with respect to savings associations (the deposits of which are insured by the FDIC) and savings holding companies.

CONSENSUS RECOMMENDATION:

A local agency should contact the appropriate federal supervisory agency to determine if its financial institution meets the overall rating requirement.

Local agencies should be aware that in some instances ratings from federal supervisory agencies may not be current, as financial institutions are evaluated only every year or two. Additional inquiry may be necessary to obtain updated information if the last published rating is more than one year old.

II. C When must the composition and credit rating of investments contained in a local agency investment portfolio be in compliance with state law? [Section 53601]

California Government Code provides a description of the types of instruments permissible for local agency investment and specifies the timing of compliance with state law. Questions arise concerning the timing of any test of compliance with these requirements.

MINIMUM LEGAL REQUIREMENT:

Where Section 53601 specifies a percentage restriction on a certain category of investment, this share of the investment portfolio must be in compliance with state law at the time that investment is purchased. The law does not specify that the *entire* portfolio must be in compliance when new instruments are purchased. It also does not require “rebalancing” when subsequent maturities, sales, withdrawals, or similar non-purchase activities result in the remaining portfolio having one or more of the categories of investment rise above the percentage restrictions applicable at the time of purchase.

CONSENSUS RECOMMENDATION:

The portfolio must be in compliance with statute at the time that the investment is purchased. It is recommended that the portfolio be monitored, as practical, for subsequent changes in percentages resulting from non-purchase activity or changes in credit rating of existing securities.

In the event the portfolio or individual investments are deemed to be out of compliance with either statute or the investment policy, the local agency should have procedural guidelines in place that outline actions to take under various scenarios. Due to its fiduciary responsibility, early communication with and involvement of the legislative body concerning a major or critical event is of utmost importance. Therefore, the procedural guidelines should identify circumstances under which communication and discussion of the treasurer’s analysis and recommended course of action to the legislative body or oversight committee is warranted.

II. D Must bond proceeds be invested in the securities set forth in statute? [Section 53601(m)]

Section 53601(m) allows greater flexibility with respect to the types of investments that may be made with bond proceeds. Specifically, the law permits money from bond proceeds, obligations under a lease, installment sales, or other agreements of a local agency to be invested in any security that meets the statutory provisions governing the issuance of the bond or other agreements made by the issuing agency. In so doing, this section of the code recognizes that outstanding contracts between issuers and bond holders may not comply with the investment statutes and gives local agencies greater discretion in how to invest bond proceeds.

MINIMUM LEGAL REQUIREMENT:

Bond proceeds may be invested in accordance with statutes or they may be invested in alternative vehicles if authorized by bond documents.

CONSENSUS RECOMMENDATION:

The agency's investment policy should either require that bond proceeds be invested in accordance with statutes, reference applicable bond documents (such as, the indenture or rating agency requirements), or specify the types of investments authorized for bond proceeds. Bond proceeds may be invested in instruments with maturities longer than five years. Applying the five-year maturity limitation found in statute may result in less yield. When investing bond proceeds, maturities should match the cash flow needs of the project or fund.

II. E How does the Municipal Advisor (MA) Rule affect investment of bond proceeds?

As a part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203) (Dodd-Frank Act), the Securities and Exchange Commission (SEC) enacted regulations addressing the apparent conflict of interest between municipal bond underwriters providing both underwriting and advice on the investment of bond proceeds for the same debt issue. These regulations were incorporated in the Municipal Advisor Rule (MA Rule). The MA Rule states that broker-dealers providing advice to government clients have a fiduciary duty to their clients and must be registered as a municipal advisor. In order to avoid becoming a fiduciary to municipal issuers, many broker-dealers, who have a significant municipal underwriting business, have adopted policies prohibiting brokers from providing investment advice. The MA Rule provides

specific exemptions to public agencies seeking to receive investment advice from broker-dealers, including receiving advice through a request for proposal (RFP) process or by entering into a formal relationship with an independent registered municipal advisor for advice.

MINIMUM LEGAL REQUIREMENT:

The MA Rule places no legal obligations on public agencies. The regulations address only the responsibilities of broker-dealers with respect to the bond proceeds.

CONSENSUS RECOMMENDATION:

Although the MA Rule does not specifically regulate the investment of bond proceeds by a local agency, it has materially affected the investment processes of many agencies. For example, treasury staff may have to adopt procedures, including the use of a mini-RFP that would exempt their brokers-dealer from being defined as a fiduciary. Local agency treasury staff should understand the MA Rule and its exemptions; have knowledge of the limitations of their broker-dealer firms as a result of the MA Rule; and address the MA Rule by adopting a policy regarding the investment of bond proceeds. The SEC and the Government Finance Officers Association (GFOA) offer more information.⁵

⁵ Information on the MA Rule can be found at the [SEC](#) and [GFOA](#) websites.

II. F Are all U.S. Agency bonds legal investments for California local agencies? [Sections 53601(f) and 53601.6]

There has been a lot of discussion about the risk profile of certain products and derivatives issued by U.S. Agencies and U.S. government sponsored enterprises (GSEs). These Agencies and GSEs issue both traditional fixed-income securities (notes and bonds) as well as more complex, structured products including customized mortgage- and asset-backed securities and derivatives. The State's investment laws, however, place no restrictions on these types of investments other than the prohibitions against inverse floaters, range notes, interest-only strips derived from mortgage pools, and securities that could result in zero-interest accrual if held to maturity.

In recent years, some GSE debt has been privatized and is now structured like corporate debt yet still falls under the limits of 53601(f) and 53601.6. The most commonly traded GSE debt includes that from the Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Federal Home Loan Mortgage Corporation (Freddie Mac), Federal National Mortgage Association (Fannie Mae) and Federal Agricultural Mortgage Corporation (Farmer Mac). Other less common GSEs include Government National Mortgage Association (Ginnie Mae), Community Development Corporation (CDC), Student Loan Marketing

Association (Sallie Mae)⁶, Small Business Administration (SBA), Overseas Private Investment Corporation (OPIC), and Tennessee Valley Authority (TVA).

MINIMUM LEGAL REQUIREMENT:

Obligations, including bonds, notes, certificates of participation, or other instruments issued as U.S. Agencies or GSE debt are permissible investments under Section 53601(f). These investments are, however, subject to the prohibition against inverse floaters, range notes, interest-only strips derived from a pool of mortgages, and securities that could result in zero-interest accrual in Section 53601.6.

CONSENSUS RECOMMENDATION:

Local agencies should institute restrictions that recognize the different characteristics and risk profile of the variety of U.S. Agency and GSE debt instruments. Factors such as the repayment pledge, size of the issue, prominence of the issuer in the market, and the complexity of the issue (such as call features, timing of interest and principal payments, or other options) will impact the risk profile and, thus, the balance of safety, liquidity, and yield in a local agency's portfolio. With SBA loans or pools, for example, the principal and interest may be guaranteed by the U.S. Government, but the prepayment or premium risk can be substantial. Investments in these types of products should only be entered into with a clear awareness, by both the legislative body and treasurer, of the risks involved and only if the local agency's staff have sufficient expertise and resources to manage such investments.

⁶ *SLMA (Sallie Mae) terminated its ties to the federal government in 2004; bonds issued prior to 2005 are GSE debt; bonds issued in 2005 and after are corporate debt issued by the SLM Corporation.*

II. G What are supranationals? [Section 53601 (q)]

A supranational organization is formed by a group of countries through an international treaty with specific objectives such as promoting economic development. Supranational organizations also issue debt in the United States. The most commonly recognized supranational debt is issued by the International Bank for Reconstruction and Development (IBRD or World Bank).

Section 53601 (q) allows local agencies to invest in bonds issued by one of three supranationals: World Bank, International Finance Corporation (IFC) and Inter-American Development Bank (IADB), which were established by international treaties, incorporated into U.S. federal law by Congressional Acts and headquartered in Washington, D.C. Currently, these entities carry the highest credit ratings (AAA) based on their financial structure, policies, performance and capital support from shareholders. Securities issued by these

supranationals include benchmark bonds, global bonds, structured notes, plain fixed and floating rate notes, discount notes as well as green bonds

MINIMUM LEGAL REQUIREMENT:

In order for local agencies to invest in bonds issued by supranationals, the bonds must meet the following criteria:

- Maturity of five years or less; recognized statistical rating organization (NRSRO); and
- Eligible for purchase and sale within the US; • Cannot exceed 30 percent of the agency's investment portfolio.
- In a rating category of "AA" or its equivalent or better by a nationally

II. H Can a local agency invest in an investment pool administered by another state? [Section 53601 (d)]

Section 53601 is prescriptive of the types of investments permissible for local agency investment. It specifies, among other things, the issuer of the security, the type of obligation and the maturity of the security.

MINIMUM LEGAL REQUIREMENT:

Section 53601 (d) allows local agencies to invest in the debt of another state or department, board, agency or authority and 53601(p) allows joint powers authorities (JPA) established pursuant to Section 6509.7 to invest in securities and obligations authorized under 53601 (a)-(q) as long as each member of the JPA has an equal proportional interest in the purchased securities. Furthermore, members of the JPA may include public agencies outside of California. However, local agencies are not permitted to invest in an investment pool administered by another state.

CONSENSUS RECOMMENDATION:

Local agency permissible investments do not include investment pools administered by another state as an investment option.

II. I What are “medium-term notes?” [Section 53601(k)]

Until recently, the statutes defined medium-term notes as those instruments meeting certain term-length and quality requirements. Amendments to Section 53601(k) have attempted to clarify some of the ambiguity surrounding this definition. A variety of reasons account for this past confusion. One is that the SEC treats “corporate notes” slightly differently than “medium-term notes.” Another is that brokers often refer to corporate obligations that have an original term to maturity longer than five years as corporate rather than medium-term notes, even though the remaining term to maturity for these notes may be less than five years.

MINIMUM LEGAL REQUIREMENT:

Section 53601(k) defines medium-term notes as “all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating in the United States.” Therefore, investments in any corporate or depository institution debt securities that mature within five years from the time of purchase are legal as long as they meet the minimum quality standards. Moreover, the statute specifies that local agencies may not classify investments as medium-term notes if they satisfy the definition of other allowable investments authorized under state law. For example, a local agency could not consider a security that satisfies the definition of commercial paper as a medium-term note in its portfolio.

CONSENSUS RECOMMENDATION:

With many companies and depository institutions operating worldwide, the interpretation of the phrases “organized and operating in the United States” and “licensed by the United States or any state” comes into question. The terms organized, operating, and licensed are not specifically defined by statutes nor are they legal terms that hold specific meaning. For the purpose of applying Section 53601(k), the following interpretations, based upon usage and context, are offered as guidance to local agencies.

- Organized - An entity organized as a corporation in the United States.
- Operating - Engaged in business activities for which it was organized and maintaining a functioning office (other than a representative office).
- Licensed - Permitted by the appropriate regulatory agency to operate and conduct business in the United States (federal license) or a specific state (state license).

Given that even the above interpretations do not provide certainty, local agencies should establish a method of determining whether a purchase of medium-term notes meets the requirements of Section 53601(k) in consultation with

their legal counsel. The following provides additional general guidance and recommendations to consider:

- If an issuing entity is incorporated in the U.S., but is a subsidiary of a foreign-owned parent company the stability of either the parent company or the economy of the country of the parent company should be considered when purchasing debt issued by these types of entities.
- Alternately, a local agency may hold securities in a U.S. company that is subsequently purchased by or merges with a foreign company (for example, the InBev merger with Anheuser Busch in 2008). The local agency should monitor the merger or purchase to determine if it remains a prudent for the agency to hold the security.
- Identifying the venue for any legal recourse in the event of a bankruptcy or credit event would assist the local agency in determining whether the organization is organized and operating in the U.S. If the security is backed by assets that are in the U.S., then the investor may attempt to attach a claim on them in a U.S. court in the event of a bankruptcy or default. If the security is not backed by assets in the U.S., then the initial financing documents of the underlying security may provide a possible source to assist with determining the legal venue.

II. J What are the rules regarding the use of reverse repurchase agreements and securities lending agreements? Are shorting strategies allowed? [Section 53601(j)]

The intent of Section 53601(j) is to limit the imprudent use of reverse repurchase agreements (reverse repos) and securities lending agreements. In 1995, the Legislature, concerned about the use of reverse repurchase agreements for enhancing yield, imposed a number of restrictions on local governments.

MINIMUM LEGAL REQUIREMENTS:

Section 53601(j) imposes the following restrictions on reverse repos:

- Reverse repos cannot constitute more than 20 percent of the “market value” of an agency’s portfolio;⁷
- Reverse repos are limited to 92 days unless the minimum spread between the rate on investment and cost of funds is guaranteed in writing; and
- Securities used to make reverse repos must be held for a minimum of 30 days prior to the transaction.

⁷ For reverse repos purchased under Section 53601, the calculation is based upon the “base value” of the agency’s portfolio, which is defined as the dollar amount obtained by totaling all cash balances in the portfolio from all sources, excluding any amounts from reverse repos or similar borrowing methods.

Section 53601(j) also applies the above restrictions to securities lending agreements with the exception that a local agency portfolio may not hold more than 20 percent of its base value in reverse repos and securities lending agreements combined.

Section 53601(j)(5) provides specific definitions for repurchase agreements, reverse repurchase agreements, and securities lending agreements. Agreements not meeting these specific definitions are therefore not authorized.

CONSENSUS RECOMMENDATION:

Both reverse repurchase agreements and securities lending agreements may be used to take advantage of certain short-term opportunities to improve yield and mitigate cash flow shortages. They should be entered into only when there is a clear understanding by both the legislative body and treasurer of the risks inherent in these types of agreements. The agency's staff must have sufficient expertise in the arrangement and management of these transactions.⁸

Although reverse repurchase agreements and securities lending agreements can be an effective short-term portfolio management tool in certain circumstances, they should not be confused with "short selling" or "margin selling." Reverse repurchase agreements are used to address cash flow concerns by entering into an agreement in which a counterparty will buy securities from a local agency. At the end of the agreement, the counterparty that purchased the securities will resell the securities to the local agency at a specified date and price. With a securities lending agreement, securities owned by the local agency are loaned to a borrower who provides an agreed-upon return and collateral to the local agency. At the conclusion of the agreement, the loaned securities are returned to the local agency and the collateral is returned to the borrower.

"Short selling" or "margin selling" is a practice where a margin account is established with delivery versus payment (DVP) settlement and securities are loaned by a broker/dealer to the local agency. The loaned securities may be immediately sold with the intent of purchasing the securities back when market prices are lower to close out the margin position, thus profiting on the decline in value of the securities. Shorting strategies carry a high degree of risk of not only a zero return, but significant loss of asset value. They do not meet the risk-limiting intent of the legislature in the adoption of 53601(j), and are not considered a prudent investment for the public portfolio.

⁸ Please see CDIAC Issue Brief, *Securities Lending Agreements*, for a detailed discussion of these types of transactions.

II. K What are the rules regarding the use of mutual funds and money market funds? [Sections 53601(l) And 53601.6(b)]

Local agencies have the authority to invest in shares of mutual funds as described in Section 53601 (l) and 53601.6 (b) and in money market mutual funds as specified in the federal Investment Company Act of 1940. The permissible investments and strategies of the mutual fund or money market fund should be reviewed to determine whether or not they adhere to the parameters contained in both federal and state law.

MINIMUM LEGAL REQUIREMENT:

Local agencies can invest in shares of mutual funds that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (o), inclusive, of Section 53601 and that comply with the investment restrictions of Section 53630. Local agencies can also invest in shares of mutual funds that are defined as money market mutual funds that follow regulations specified by the SEC under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). The purchase price of shares shall not include any commission that the fund manager may charge and shall not exceed 20 percent of the agency's funds that may be invested pursuant to this Section 53601.

In addition, no more than 10 percent of the agency's funds may be invested in shares of any single mutual fund.⁹ Both mutual and money market mutual funds require that they have attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.¹⁰ In addition they have retained an investment advisor registered or exempt from registration with the SEC with not less than five years' experience managing their specific category of fund and have assets under management in excess of \$500,000,000.

CONSENSUS RECOMMENDATION:

The investment policy should specify criteria for selection of both mutual funds and money market funds by the investment official. Local agencies should review the permissible investments and strategies of the mutual fund or money market fund to determine whether or not they adhere to both federal and state law.

⁹ *Mutual fund as defined in Government Code Section 53601(1)(1).*

¹⁰ *Nationally Recognized Statistical Rating Organization.*

FIGURE 2

GOVERNMENT CODE REQUIREMENTS FOR LOCAL AGENCY INVESTMENT IN MONEY MARKET AND MUTUAL FUNDS

CONDITIONS ALLOWING FOR INVESTMENT	MONEY MARKET FUNDS	MUTUAL FUNDS
I. Must receive the highest ranking or the highest letter and numerical rating by no less than two nationally recognized rating services; —or— Must retain an investment advisor who is registered or exempt from registration with the SEC and has at least five years' experience investing in specified securities and managing assets in excess of \$500 million. ^A	●	●
II. Must abide by the same investment restrictions and regulations that apply to public agencies in California [Section 53601(a-k, m-o)].	●	●
III. Must follow regulations specified by the SEC under the investment company act of 1940 (15 U.S.C. Section 80a-1, et seq.).	●	

^A The requirement for mutual funds is an investment advisor with experience investing in securities and obligations authorized in Sections 53601 and 53635. For money market funds, the advisor must have experience in managing the types of investments that can be purchased by money market funds as specified in SEC Regulation 2a-7.

II. L What are the rules affecting the investment of tax and revenue anticipation note (TRAN) and grant anticipation note (GAN) proceeds? [Sections 53821.5, 53841.5, 53852.5 and 53859.02(b)]

Existing statutes prevent agencies from using the proceeds of their temporary borrowing, specifically TRANs and GANs, to purchase long-term securities in order to achieve higher investment yields in a manner which could limit liquidity needed to ensure sufficient cash to repay the temporary borrowing when due.

MINIMUM LEGAL REQUIREMENT:

Government Code Sections 53821.5, 53841.5, 53852.5 and 53859.02(b) prohibit the investment of the proceeds of temporary borrowing in securities that have terms exceeding those of the temporary borrowing itself. In other words, proceeds from a temporary borrowing due June 20 may not be invested in securities that mature after June 20. The minimum legal requirements are clear for securities that have an identifiable term to maturity. However, the law is ambiguous when an agency invests the proceeds of temporary borrowing in items that do not have a specific maturity date, such as investments in county

pools or other funds that may have an average maturity that is longer than the temporary borrowing.

CONSENSUS RECOMMENDATION:

The proceeds of temporary borrowing can be placed in investments that have no specific term to maturity so long as the proceeds can be removed within the term of the temporary borrowing without a penalty. Therefore, cash equivalent shares in liquid funds such as LAIF or county pools—where an agency has relatively quick access to its deposits—are legitimate investments for the proceeds of temporary borrowing, as long as withdrawals in amounts sufficient to repay the temporary borrowing when due are not restricted or penalized.

II. M What is an appropriate safekeeping arrangement for securities? [Sections 53601 and 53608]

Sections 53601 and 53608 address the appropriate safekeeping arrangements for securities. While a third party institution is the standard used in safekeeping arrangements, securities may be held by the same firm from which they were purchased as long as the securities for safekeeping are in the name of or under the control of the local agency and kept in a legally separate trust department.

MINIMUM LEGAL REQUIREMENT:

Section 53601 specifically allows local agencies to use a counterparty bank's trust department or separate safekeeping department for the physical delivery of a security if the security is held in the name of the local agency. Section 53608 authorizes general safekeeping arrangements that allows local agencies to use for deposit for safekeeping a federal or state association (as defined by Section 5102 of the Financial Code), a trust company or a state or national bank located within this state or with the Federal Reserve Bank of San Francisco or any branch thereof within this state, or with any Federal Reserve bank or with any state or national bank located in any city designated as a reserve city by the Board of Governors of the Federal Reserve System, the bonds, notes, bills, debentures, obligations, certificates of indebtedness, warrants, or other evidences of indebtedness in which the money of the local agency is invested pursuant to this article or pursuant to other legislative authority. The local agency shall take from such financial institution a receipt for securities so deposited.

CONSENSUS RECOMMENDATION:

Industry standard is to set up a third-party (an institution other than the party that sold the agency the investment) safekeeping agreement. In order for the securities to be held by the same institution that sold the security, they must be kept in a separate area of the institution such as its trust department. The security must be in the local agency's name or "perfected" by transferring the security through a signed agreement that contains a description of the security.

II. N How does the Municipal Advisor (MA) Rule affect a local agency's relationship with an investment advisor? [Section 53600.3]

The MA Rule states that broker-dealers providing advice to government clients on the investment of bond proceeds have a fiduciary duty to their clients and must be registered as a municipal advisor. In order to avoid becoming a fiduciary to municipal issuers, many broker-dealers, who have a significant municipal underwriting business, have adopted policies prohibiting brokers from providing investment advice. The MA Rule provides specific exemptions to public agencies seeking to receive investment advice from broker-dealers, including receiving advice through a request for proposal (RFP) process or by entering into a formal relationship with another independent registered municipal advisor who provides investment advice.

MINIMUM LEGAL REQUIREMENT:

The MA Rule places no legal obligations on public agencies. The regulations address only the responsibility of broker-dealers with respect to bond proceeds.

It is important to note that a local agency's fiduciary responsibilities cannot be delegated regardless of the fiduciary standards imposed on other members of the municipal market. Section 53600.3 provides that a finance officer or treasurer can delegate duties to an external investment manager via a principal-agent relationship, but they cannot delegate fiduciary responsibility.

CONSENSUS RECOMMENDATION:

Local agencies rely on municipal advisors to help make decisions about issuing municipal securities and investing bond proceeds. Registered investment advisors hold a fiduciary responsibility to their clients by virtue of their registration with the SEC under the Investment Advisor Act of 1940. Nonetheless, the fiduciary responsibility that ultimately rests with the legislative body and the treasurer cannot be wholly delegated to an external investment manager.

Under the MA Rule, when an investment adviser consents to act in the capacity of an Independent Registered Municipal Advisor (IRMA), the local agency is able to exchange information with broker-dealers that do not have a fiduciary duty to the agency. When a local agency retains an IRMA, it agrees to consult the IRMA when considering information provided by broker-dealers. Further, when a local agency has an IRMA they should communicate that information to the market. Local agencies should ensure that the professionals they use are registered with the SEC and MSRB by checking the MSRB's Municipal Advisor Registration webpage.

II. O What are the rules regarding the payment of interest earned on non-general fund deposits to an agency's general fund? [Section 53647]

Many local agencies have the opportunity to earn interest on funds held in governmental accounts other than the general fund.

MINIMUM LEGAL REQUIREMENT:

Section 53647 provides that interest earned on a local agency's deposits shall be paid quarterly to the general fund of the agency unless otherwise directed by law. Alternatively, if directed by the governing body of the local agency, interest shall be paid to the fund containing the principal upon which the interest accrued.

CONSENSUS RECOMMENDATION:

Although all interest earned on its deposits should be paid to the agency's general fund on a quarterly basis, the governing body may direct that the interest be allocated to the fund in which the interest earning principal was deposited. It is important to note that other directives provided in law or contract for the payment of interest to a specific fund (e.g., funds held by a trustee) are overriding exceptions.

II. P Should local agencies invest in financial futures and option contracts? If so, in what manner should they be utilized? [Sections 53601.1]

In addition to the permitted investments in Section 53601 such as treasuries, agencies, money markets, medium-term notes, and pooled investments, local agencies are permitted to invest in financial futures and option contracts in relation to any of these authorized investments. Local agencies can use a financial futures contract to potentially hedge risk because the buyer/seller are obligated to purchase/sell an asset at a predetermined future date and price thereby limiting a local agency's exposure to price fluctuations.¹¹ Financial options contracts, which allows the buyer to buy or sell an obligation at a specified price for a specified time, are more risky and usually expire with a zero value.¹²

¹¹ Nicole Sargent. *How are Futures Used to Hedge a Position?* Investopedia (January 29, 2018). Accessed December 2019.

¹² Beth Gaston Moon. *Understanding Options Risk.* InvestorPlace (April 12, 2012). Accessed December 2019.

MINIMUM LEGAL REQUIREMENT:

Section 53601.1 states that the authority of a local agency to invest funds pursuant to Section 53601 includes, in addition thereto, authority to invest in financial futures or financial option contracts in any of the investment categories enumerated in that section.

CONSENSUS RECOMMENDATION:

Although the language in Section 53601.1 is very broad in its application to execute option and futures contracts on any investment categories enumerated in Section 53601, extreme care should be taken when using these strategies. Option and futures strategies are complicated and should only be used to hedge matched positions in securities currently held in the portfolio as a means to limit the risk of adverse price movements of a given security. Option and futures contracts should not be utilized in the public portfolio as a high-yield strategy.

An imprudent high-yield options and future strategy involves taking “naked” positions. “Naked” positions are those option and futures contract strategies placed on securities that are not covered by matched positions held in the portfolio. A “naked” position will require acquisition of securities in the marketplace at the prevailing market price in order to close out the position, which could result in unlimited risk and large asset losses. A high-risk, high-yield option and futures strategy is not consistent with the prudent investor standards established in Section 53600.3 and safety-liquidity-yield objectives established under Section 53600.5.

II. Q How long should a local agency retain trade ticket information?

Pursuant to SEC’s Rules 17a-3 and 17a-4 detailing the record-keeping requirements for broker-dealers, trade blotters or records of sales and purchases are required to be retained for six years. Trade confirmations, on the other hand, are required to be kept for three years. Given that there is no specific state requirement requiring a period of time that trade ticket information should be retained, local agencies may consider adopting such guidelines.

MINIMUM LEGAL REQUIREMENT:

There are no existing legal requirements pertaining to the retention of trade tickets.

CONSENSUS RECOMMENDATION:

Trade ticket information includes the price, yield, Committee on Uniform Securities Identification Procedures (CUSIP) reference number of the security as well as net money including principal, accrued interest, and total money. It

also identifies the broker-dealer with whom the trade was done. It is important to retain trade ticket information for several reasons, most importantly for compliance and audit reasons. In addition, if there are any questions regarding a particular trade, it would be beneficial to have documentation. To be prudent, trade tickets should be kept for at least six years. Local agencies should consider adopting their own agency guidelines for retention of financial records, including trade ticket information.

Chapter III. Reporting Requirements

Reporting requirements and recommendations are imposed on local agencies in Sections 53646 and 53607.

Section 53646 states that the treasurer or chief fiscal officer of a local agency may file reports on the status of their investment portfolios with their respective legislative body, internal auditor, and chief executive officer. These reports generally are intended to provide the legislative body the ability to meet its fiduciary obligations as a trustee and to increase the disclosure of the agency's investment activities to those outside the agency. Section 53646 states that if the quarterly investment portfolio report is submitted, it must contain, among other things, a listing of investments, fund balances, activity, and return on investments made by the local agency. Quarterly reports should reflect the current positions and past performance of a portfolio of investments for the period of time under consideration.

Section 53646(e) states that for local agency funds that have been placed in a county investment pool, LAIF, FDIC-insured bank deposits, National Credit Union Shared Insurance Fund-insured accounts in a credit union, accounts insured or guaranteed pursuant to California Financial Code Section 14858, or some combination of the above, the treasurer may substitute the most recent account statement received from those entities in lieu of the information on these investments that is otherwise required by this section. Section 53646(f) states that securities, investments, or monies held by a school district or county office of education in individual accounts that are less than twenty-five thousand dollars (\$25,000) may be excluded from the report.

Local agency treasurers to whom the authority to invest or reinvest funds or to sell or exchange securities has been delegated by the legislative body of a local agency are required by Section 53607 to submit a monthly report of transactions to the legislative body.

III. A What specific information regarding portfolio investments needs to be included in the report to the legislative body? [Section 53646(b)(1-4) and 53607]

Section 53646 specifically encourages treasurers to prepare the quarterly investment report to enable the legislative body to perform its fiduciary duty and provide full disclosure of the public entity's investment activities.

MINIMUM LEGAL REQUIREMENTS:

If the treasurer or chief fiscal officer of a local agency elects to submit or if the legislative body mandates the submission of a quarterly investment report to the legislative body pursuant to Section 53646, it must do so within 30 days after the end of the quarter and include the following information:

- Type of investment (i.e. U.S. Treasury security, commercial paper);¹³
- Issuer name;
- Date of maturity;
- Par amount;
- Dollar amount invested in all securities, and investments and monies held by the local agency;¹⁴
- A description of the funds, investments, and programs (including lending programs) managed by contracted parties (i.e. LAIF, investment pools, outside money managers, and securities lending agents);
- Current market value as of the date of the report of all funds held by the local agency and under the management of any outside party that is not also a local agency or LAIF and the source of the valuation;
- A statement of compliance with the investment policy or an explanation for non-compliance; and
- A statement of the local agency's ability to meet its pool's expenditure requirements for the next six months, as well as an explanation of why sufficient money will not be available if that is the case.

The legislative body of the local agency may elect to require this report on a monthly basis. Furthermore, the legislative body may require the treasurer to provide additional information beyond that listed above.

¹³ Refer to CDIAC publication *California Public Fund Investment Primer* for definitions of investment types.

¹⁴ "Dollar amount invested" is defined as cost, however, best practice uses amortized cost or book value. Confusion exists as to the meaning of the words "held by the local agency" found in Government Code Section 53646(b)(1). Several standards have been suggested to clarify this phrase, including "ownership," "control," "under direct management by," "possession," and "accountability for the funds." Each of these suggestions would lead to different determinations as to the specific funds required to be reported. The apparent intent of the Legislature in enacting this requirement was to provide for comprehensive disclosure of local agency investments.

If the local agency's legislative body delegates, to the local agency's treasurer, its authority to invest or reinvest the agency's funds or sell or exchange the agency's securities, the treasurer shall make a monthly report of those transactions to the legislative body, pursuant to Section 53607. The delegation of authority may be made for a period of one year. The requirement to submit the transaction report lasts until the authority is revoked or expires. In contrast to the specific information required in the quarterly report under Section 53646(b), the contents of the monthly report of transactions required under Section 53607 are not enumerated.

CONSENSUS RECOMMENDATION:

Based upon the public benefits achieved by reporting, it is recommended that the treasurer or designated official provide the local agency's legislative body a quarterly investment report that provides a clear picture of the status of the current investment portfolio. The quarterly investment report should include the following:

1. A listing of individual securities held at the end of the reporting period by authorized investment category.
2. Average life and final maturity of all investments listed.
3. Coupon, discount or earnings rate.
4. Par value, amortized book value and market value.
5. Percentage of the portfolio represented by each investment category.
6. A description of the funds, investments, and programs (including lending programs) managed by contracted parties (i.e. LAIF, investment pools, outside money managers, and securities lending agents).
7. A statement of compliance with the investment policy or an explanation for non-compliance.
8. A statement of the local agency's ability to meet its pool's expenditure requirements for the next six months, as well as an explanation of why sufficient money will not be available if that is the case.

Local agency funds that have been placed in a county investment pool, LAIF, FDIC insured bank deposits, National Credit Union Shared Insurance Fund-insured accounts in a credit union, accounts insured or guaranteed pursuant to California Financial Code Section 14858, or some combination of the above, may substitute the most recent account statement received from those entities in lieu of the information recommended above.

In addition to the reporting requirement set forth by Section 53646, a local agency treasurer who has been delegated authority to invest or reinvest funds of the local agency by the legislative body under Section 53607 must submit a report to the legislative body accounting for transactions made during the month. This reporting requirement is separate and distinct from the quarterly report submitted under Section 53646. If the legislative body has delegated authority to the treasurer and has elected to require the quarterly report under Section 53646

on a monthly basis, it may be very practical and efficient to merge the elements of the quarterly report with the month's transactions and provide a combined report on a monthly basis. While the elements of each reporting requirement may be different they may be combined in one report.

III. B Should the report include market value measures for individual securities? [Section 53646(b)(1)]

The market value of each security in a portfolio must be computed before determining the portfolio's overall market value.

MINIMUM LEGAL REQUIREMENT:

Section 53646(b)(1) states: "With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the LAIF, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation."

CONSENSUS RECOMMENDATION:

The law is not clear whether "all" securities implies the market value of the overall portfolio or each security. The level of detail to be presented in the report depends on the portfolio activity and the audience. The report for internal treasury staff and the oversight committee should list the individual market value for each security. This approach gives a more complete picture of the health of a portfolio and brings individual investment performance to the attention of those responsible for compliance oversight. For the legislative body, the report should be a summary with aggregate market value listed and include a footnote stating that data on particular investments is available upon request.

HOW SHOULD THE MARKET VALUE OF THE PORTFOLIO BE DETERMINED?

In establishing market value of the portfolio as required by Section 53646(b)(1), the GFOA recommends that local entities obtain independent third party assessment of investments and risk from a reputable source.

The most common approach is to request pricing information from the agency's safekeeping service, custodial service, or trustee. Agencies may need to contract with pricing service companies for more complex securities. These companies specialize in giving the current market price for a broad range of securities.

An alternative way to determine the value of securities in a portfolio is to perform an in-house analysis by collecting information from different sources such as dealer quotes, online computer information, and certain publications that provide

price estimates. These sources may not be as up-to-date or accurate as a pricing service, but they offer a relatively inexpensive method to make price estimates. Finally, to assess the value of securities where specific prices are not available, a treasurer can either tie the spread of a recent investment to a benchmark security that is easy to value or use a matrix pricing formula. A matrix pricing formula displays the prices of a variety of different securities which are then used as a basis for approximating the value of the security in question. These formulas are particularly useful for short-term securities that mature between 90 and 180 days.

MINIMUM LEGAL REQUIREMENT:

Section 53646(b)(1) provides that the agency shall include the current market value as of the reporting period date and the source of the valuation.

CONSENSUS RECOMMENDATION:

To provide the most unbiased method of reporting current market values, the local agency should obtain an independent valuation of the portfolio from a reputable source, such as, a broker or other financial institution, custodial bank, available publications or other pricing services. The independent sources should not be a party to the transaction. For example, the broker that sold the security should not be used to provide the valuation. The agency should use the best sources of market price information available. Prices for securities are estimates that carry a certain degree of error regardless of the approach used and will fluctuate over time due to market conditions. It is imperative that local officials pay extra attention to estimates on complex, infrequently traded, or highly customized securities.

HOW FREQUENTLY SHOULD MARKET VALUE BE CHECKED?

MINIMUM LEGAL REQUIREMENT:

None. Government Code does not specify frequency of market valuation.

CONSENSUS RECOMMENDATION:

Frequency of market valuation will be dependent on the complexity of the securities in the portfolio and the frequency of trading. For infrequent or passive investors, market value should be “marked-to-market” quarterly at a minimum. For a more active portfolio, the industry standard is monthly.

III. C Should an analysis of cash flows be prepared by the local agency in order to validate the six-month liquidity certification? [Section 53646]

A public agency is required to include a statement indicating that the projected cash flow is adequate to meet expected obligations over the next six months or provide an explanation as to why sufficient money may or may not be available.

MINIMUM LEGAL REQUIREMENT:

Section 53646(b)(3) addresses the requirement for the local agency to include a statement denoting the ability of the local agency to meet its pool's expenditure requirements for the next six months or provide an explanation as to why sufficient money may or may not be available. There are no other requirements for identifying cash flows and setting liquidity targets at the local agency.

Section 53646(c) requires the treasurer or chief fiscal officer to report whatever additional information or data may be required by the legislative body of the local agency.

CONSENSUS RECOMMENDATION:

An analysis of cash flows is not required. However, the treasurer should be prepared to discuss cash flow projections and methodology at the request of legislative or oversight bodies. This analysis may list basic projections—based on historical data, market sensitivity or other relevant information—that support the cash flow liquidity statement. There are no guarantees when it comes to predicting future obligations. A sound justification for the expenditure statement gives the finance officer added protection against decisions that originally looked good but turned out poorly because of unforeseen circumstances.

The nature of the analysis will vary greatly depending on the size, sophistication, and complexity of the local agency staff and portfolio. Best practices dictate that cash flow statements should be prepared on a regular basis. However, in some agencies it may not be practicable or necessary, for instance, for LAIF-only participants. An analysis of cash flows is the precursor to portfolio management and should be prepared and updated, as needed, at least for internal investment staff use.

Those who manage investment pools need to pay close attention to the needs and accuracy of the requests of participants to ensure accurate cash flow projections. Incomplete information about a pool's investors not only compromises the legitimacy of the six-month cash flow statement, but also adds substantially to the liquidity risk of the pool.

In the case of investment pools, all participants' cash flow needs must be taken into account in preparing the six month cash flow statement. The pool administrator or manager should keep close tabs on mandatory and voluntary pool

participants' cash flows needs and establish clear criteria for the deposit and withdrawal of their funds. Also, the pool administrator or manager should obtain expected deposit/disbursement information from pool participants at the time of major fund deposits or updates of cash flow projections.

III. D What tools can be used to measure interest rate risk?

Interest rate risk, also known as market risk, is the risk that a security's value or price will decline as interest rates rise in the general market. Weighted average maturity (WAM) and duration are commonly used measures of interest rate risk. WAM measures the portfolio's "average life." Duration considers all of the cash flow receipts not just the last cash flow as in WAM and provides an approximate percentage change in the value of a security or portfolio for a given change in interest rates.¹⁵ Some local agencies have inquired whether they should include this information in their report.

MINIMUM LEGAL REQUIREMENT:

Existing statutes do not require local agencies to report an interest rate risk measure in their portfolios. Section 16480.7 requires the State Treasurer to submit a quarterly report to the Pooled Money Investment Board that includes the weighted average maturity of the investments in the Pooled Money Investment Account.

CONSENSUS RECOMMENDATION:

Local agencies should consider including the WAM or duration measurement in the report. The type of duration measure (e.g. modified and/or effective duration) used will depend on the type of investments being analyzed and the capacity of the agency to perform or source the calculations. While duration will present greater precision than WAM in the measurement of interest rate risk, given the need for specialized software to perform calculations or an external source for duration information, an agency may find greater utility in the easier to calculate WAM. The decision on which metric to use will be based on the needs and resources of the local agency.

Local agencies also should consider whether their investment policies should provide guidance on acceptable ranges or limits for the respective measure used. These figures trigger a number of valuable considerations about the status of the portfolio for both internal and external purposes including liquidity, cash flow, and average maturity (for example, WAM). WAM is a relatively simple calcula-

¹⁵ For further information regarding duration, please see CDIAC's publications *California Public Fund Investment Primer* and *Duration Basics*.

tion which may be determined by dividing the sum of the days to maturity multiplied by the book value for each security by the total book value of the portfolio. Figure 3 shows an example of how WAM is calculated:

FIGURE 3
CALCULATION OF WEIGHTED AVERAGE MATURITY

PAR VALUE	SECURITY DESCRIPTION	DAYS TO MATURITY	BOOK VALUE	DAYS BY BOOK VALUE
\$1,350,000	Repurchase Agreements	1	\$1,350,000	1,350,000
5,000,000	Local Agency Inv. Fund	1	5,000,000	5,000,000
5,000,000	Fed Natl. Mtg. Assn.	185	4,886,108	903,930,041
5,000,000	Fed Home Loan Bank	550	5,000,000	2,750,000,000
5,000,000	U.S. Treasury Note	720	4,985,156	3,589,312,500
5,000,000	Fed Natl. Mtg. Assn.	822	5,000,000	4,110,000,000
5,000,000	Fed Farm Credit Bank	910	4,988,941	4,539,936,255
TOTAL			\$31,210,206	15,899,528,796

$$\text{WAM} = \frac{\sum \text{Days to Maturity Multiplied by Book Value of Each Investment}}{\text{Total Book Value}} = \frac{15,899,528,796}{\$31,210,206} = \frac{509 \text{ Days}}{\text{or } 1.42 \text{ Years}}$$

Duration is a more complex computation and requires the proper software to perform the specific calculations for each security and then for the entire portfolio. Three types of duration are commonly used.

MACAULAY DURATION. The simplest method of calculating duration which measures the number of years required to recover the true cost of a security and is the only type of duration measurement quoted in “years.”

MODIFIED DURATION. Builds upon Macaulay duration to measure the price sensitivity of an investment to interest rate changes and assumes the cash flows of an investment do not change as interest rates change. Modified duration is quoted as a percentage of value change as interest rates change. Figure 4 is an example of a basic modified duration application.

EFFECTIVE DURATION. Further refines modified duration using an iterative estimation process and is typically used with floating rate, asset-backed, and pass-through securities and more generally, with securities that have call option features. Effective duration takes into account embedded options of a security (e.g., call features or sinking fund schedule) and adjusts the price of the investment to reflect changes in the value of those embedded options. Thus, effective duration requires simulations of many possible interest rate scenarios to calculate the duration to call and provides a wider assessment of risk for a portfolio containing more than fixed rate securities. Due to the complexity of calculating effective duration, no example appears below.

FIGURE 4

**DURATION—GAIN/LOSS OF MARKET VALUE MATRIX
FOR A \$100,000,000 PORTFOLIO**

		PORTFOLIO MODIFIED DURATION			
		1.2	2.7	5.0	6.0
RATE CHANGE	.25%	\$300,000	\$675,000	\$1,250,000	\$1,500,000
	.50%	600,000	1,350,000	2,500,000	3,000,000
	1.50%	1,800,000	4,050,000	7,500,000	9,000,000
	2.00%	2,400,000	5,400,000	10,000,000	12,000,000
	5.00%	6,000,000	13,500,000	25,000,000	30,000,000

Modified duration measures the approximate change in the market value of assets as a result of a change in market interest rates. Thus, for a portfolio with a market value of \$100,000,000 and a duration of 1.2, as interest rates increase by 1.5 percent, the portfolio’s market value would be expected to decrease by \$1,800,000. Specifically:

$$\frac{\$100,000,000}{\text{portfolio size}} \times \frac{1.2}{\text{duration}} \times \frac{0.015}{\text{interest rate increase}} = \frac{\$1,800,000}{\text{portfolio market value decrease}}$$

Conversely, for the same portfolio, if interest rates were to decrease by 2 percent, the portfolio’s market value increases by approximately \$2,400,000. Specifically:

$$\frac{\$100,000,000}{\text{portfolio size}} \times \frac{1.2}{\text{duration}} \times \frac{0.02}{\text{interest rate increase}} = \frac{\$2,400,000}{\text{portfolio market value increase}}$$

Securities or portfolios with higher duration carry more interest rate risk and have higher price volatility (i.e., sensitivity of the security’s price to changes in market interest rates) than those with lower durations. For example, if the same \$100,000,000 portfolio had a duration of 2.7, a 1.5 percent increase in market interest rates will produce a greater change in the portfolio’s market value:

$$\frac{\$100,000,000}{\text{portfolio size}} \times \frac{2.7}{\text{duration}} \times \frac{0.015}{\text{interest rate increase}} = \frac{\$4,050,000}{\text{portfolio market value decrease}}$$

For a 2 percent decrease in interest rates:

$$\frac{\$100,000,000}{\text{portfolio size}} \times \frac{2.7}{\text{duration}} \times \frac{0.02}{\text{interest rate increase}} = \frac{\$5,400,000}{\text{portfolio market value decrease}}$$

III. E What action should the legislative body take with the report? [Section 53646]

Section 53646(b) states that the “treasurer or chief fiscal officer may render a quarterly report to the chief executive officer, internal auditor, and the legislative body” within 30 days of the quarter’s end. Questions arise as to whether the legislative body needs to discuss and approve the report during a regular meeting, have it placed on the consent calendar, or only receive a copy.

MINIMUM LEGAL REQUIREMENT

Section 53646(b) only states that the report may be rendered to the legislative body. It does not require the legislative body to take action on this report.

CONSENSUS RECOMMENDATION

If presented to the legislative body of the local agency, it should discuss the report as necessary and take action on the report in public session. The report could be listed as a consent calendar item or as a non-consent calendar item, depending on the preferences of the legislative body. Possible actions of the governing body on the report could include: receiving and filing the report, approving or disapproving the report (with or without amendments), or asking staff for further information/clarification. In addition, if presented to an investment oversight body, the oversight body should discuss the reports at their own meetings.

III. F How should agencies address difficulties in meeting the 30-day requirement for submitting quarterly investment reports to the legislative body? [Section 53646(b)]

It can be difficult for an agency to collect all the appropriate information for the report, have an oversight committee (if a jurisdiction has one) review or approve it, and present it to the legislative body within 30 days of the quarter’s end. Various factors such as the length and diversity of the portfolio, size of staff, and type and availability of computer software can influence the amount of time it takes to compile a report.

MINIMUM LEGAL REQUIREMENT:

Section 53646(b) requires that if the quarterly investment report is submitted to the legislative body, it may be rendered within 30 days of the end of the quarter.

CONSENSUS RECOMMENDATION:

A report, as complete as possible, should be submitted within the allotted 30 days. If current values for certain investments are not available within the time frame to complete the report in a timely fashion, submit the report on time and indicate in the report the most recent valuation and its date and then submit updated values to the legislative body at the soonest possible date thereafter. It should be available for individual legislative body members to review within 30 days of quarter end. This may include providing a copy to each member, including it in agenda materials for a public meeting, or actually presenting the report at a public meeting of the legislative body.

Chapter IV. Treasury Oversight Committees

Section 27131 and 27132 through 27132.4 consider the formation, composition, and role of a county treasury oversight committee. These code sections provide that the function of the treasury oversight committee is to monitor and review the county investment policy by conducting or causing an annual audit and discussing its findings at a public meeting. The rationale behind the creation of an oversight committee is to give local agencies and private sector citizens a say in the policies governing the investment pool.

IV. A What options are available for structuring the county treasury oversight committee? [Sections 27131 and 27132 through 27132.4]

The statutes governing the structure of county treasury oversight committees are meant to bring together a representative and knowledgeable committee while limiting conflicts of interest with the treasurer and the treasury functions subject to oversight. However the composition is subject to specific requirements that can make it difficult for local agencies to recruit and staff a committee. Specifically, the statutes prohibit individuals from employment with or securing employment within one year of serving on a county treasury oversight committee with underwriting, bond counsel or broker-dealer firms doing business with the county treasurer. Committee members are also prohibited from making individual political contributions to, or being employed by an entity that makes political contributions to, or from doing any fund raising on behalf of any candidate for office of the governing board of any agency that deposits funds in the county treasury in the previous three years.

MINIMUM REQUIREMENT:

Section 27131(a) states that the board of supervisors in any county that invests surplus money may establish a treasury oversight committee. If established, the committee must consist of three to eleven members, the exact number determined by the board of supervisors in consultation with the county treasurer. Members must be appointed from the following categories:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. County treasurer. 2. County auditor, auditor-controller, or finance director as the case may be. 3. A representative appointed by the board of supervisors. 4. A representative selected by a majority of the presiding officers of the governing bodies of the | <p>school districts and community college districts in the county.</p> <ol style="list-style-type: none"> 5. County superintendent of schools or his/her designee. 6. A representative selected by a majority of the presiding officers of the legislative bodies of the special districts that are required or authorized to deposit funds in the county treasury. |
|---|---|

A majority of the public members of the committee shall have expertise in or an academic background in public finance. The other public members shall be economically diverse and bipartisan in political registration. Committee members cannot:

- Be employed by an entity that has contributed to the campaign of a candidate for the office of local treasurer;
- Be employed by an entity that has contributed to the campaign of a candidate for membership on a legislative body of any local agency that has deposited funds in the county treasury in the previous three years or during the period the employed person is a member of the committee;
- Directly or indirectly raise money for a candidate for local treasurer or a member of the governing board of any local agency that has deposited funds in the county treasury while a member of the committee; and
- Secure employment with, or be employed by, bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the treasurer is doing business during the period that the person is a member of the committee or for one year after leaving the committee.

CONSENSUS RECOMMENDATION:

County legislative bodies should decide if an oversight committee is necessary and if they should have private sector individuals from the restricted firm types serve on the committee. If so, the county may choose one of three options to compose the committee (Figure 5).

If the committee is composed of public and private sector members (Option 1), the members, for their term of service and one year following, cannot work for firms doing business with the treasurer. As a way to obtain the participation of private sector professions employed by firms doing business with the treasurer, a county may create an advisory board of the county treasury oversight committee (Option 2). However, a county that chooses Option 2 and forms an advi-

FIGURE 5**APPROACHES TO ESTABLISHING THE COUNTY TREASURY OVERSIGHT COMMITTEE****VARIOUS OPTIONS AVAILABLE TO LOCAL GOVERNMENTS**

1. A committee of both public and private sector members.
2. A committee of public sector officials that has an advisory board made up of private sector professionals and citizens.
3. A committee that only consists of individuals who work for agencies that have funds invested in the pool.

sory board whose membership criteria is less stringent than the criteria used to compose an oversight committee is advised to consult legal counsel. Finally, the county may establish an oversight committee composed exclusively of individuals unaffiliated with private sector firms doing business with the treasurer. The easiest way to do so is to draw members of the committee from the public agencies investing funds with the county treasurer (Option 3).

IV. B Does the appointment of the treasurer to the county treasury oversight committee create a conflict of interest? [Sections 27131 and 27132]

Since the oversight committee's central task is to oversee the treasurer's policies, some believe that allowing the treasurer to sit on the oversight committee represents a conflict of interest. Others claim that a treasurer who donates money to his/her own campaign cannot be on the county treasury oversight committee because the law bars those who contribute to the campaign of someone running for treasurer while serving on the committee from participation.

MINIMUM LEGAL REQUIREMENT:

None. Sections 27131 and 27132 do not specify whether or not the county treasurer should be a member of the oversight committee. Section 27132 specifically lists the county treasurer as a potential member of the county treasury oversight committee.

CONSENSUS RECOMMENDATION:

The question of whether or not a county treasurer should sit on the treasury oversight committee must be made by the county board of supervisors and the treasurer. Their answer should consider the advantages and disadvantages of having someone with the treasurer's influence and expertise sit on the committee and the future employment implications to the treasurer since any person who serves on a county treasury oversight committee is prohibited from seeking

employment with the financial services industry for one year after leaving the committee. It should not in any way hinge on whether a treasurer donated money to his or her own campaign. Contributing money to one's own campaign does not represent a legitimate conflict of interest in the context of the treasury oversight committee.

Specifying that the treasurer does not serve as the chair of the oversight committee is one approach to lessening the "conflict of interest" concern.

IV. C What is the role of the county treasury oversight committee? [Sections 27134 and 27137]

MINIMUM LEGAL REQUIREMENT:

Sections 27134 and 27137 limit the oversight committee's functions to monitoring and reviewing the county treasury's compliance with the investment policy and reporting provisions of the Government Code through an annual audit.

CONSENSUS RECOMMENDATION:

The statutes address concerns that individuals serving on the treasury oversight committees may try to micro-manage decisions that should be left to the treasurer. Considerations by the committee regarding the risk and structure of a portfolio are permitted in the law, however, any attempts to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the county treasurer are discouraged. The local agency should clearly stipulate that the responsibilities of the treasury oversight committee are to focus on investment policy issues and to audit the portfolio for compliance with the policy.

IV. D Should other local agencies have treasury oversight committees?

It is not uncommon to find treasury oversight committees in cities and other local agencies even though the law does not require them to have such a committee. An important issue in the decision to establish a committee is the level of discretion accorded the agency treasurer in making investment decisions: the more discretion, the greater the need for oversight procedures. However, even in situations where an agency has a great deal of discretion, some believe an oversight committee merely duplicates work that can be better performed by the governing board or auditors. Others support the view that an oversight committee provides valuable information to the investment staff and involves

members of the community in an important government function. If other local agencies decide that they want to engage an oversight committee, its role with respect to reviewing investment policies and quarterly investment reports should be clearly specified.

MINIMUM LEGAL REQUIREMENT:

There are no legal requirements for local agencies to have oversight committees.

CONSENSUS RECOMMENDATION:

Local agencies that are not counties should consider if an oversight committee is appropriate based on its current oversight procedures, complexity of its portfolio, frequency with which it purchases securities, and skill level of its staff. The limitations and restrictions associated with membership on a county treasury oversight committee do not apply to committees formed by other local government entities.

California Government Code

CODE SECTION	TITLE DESCRIPTION
ACQUISITION OF BONDS	
5925	Repurchase investment
LOCAL AGENCY INVESTMENT FUND	
16340	Voluntary Investment Program Fund
16429.1	Creation, maintenance, and operation
16429.2	Local investment advisory board
16429.3	Deposits; prohibited transfers and loans; impoundment or seizure
16429.4	Right of withdrawal
COUNTY TREASURER - DUTIES GENERALLY	
27000	Custody and payment of moneys
27000.1	Investment of county funds; delegation and revocation of authority by board of supervisors; responsibility for transactions
27000.3	Prudent investor standard; use in transactions with public funds
27000.5	Objectives; managing public funds
27000.6	Effective date of specified provisions; candidate eligibility and continuing education programs; county ordinances; authority to repeal ordinances
27000.7	Eligibility for offices of county treasurer and tax collector; criteria; application of section
27000.8	County treasurers and tax collectors serving on January 1, 1996; service for remaining term; continuing education; certification; violation
27000.9	Continuing education; requirements beginning in 2000; certification; violation
27001	Certificates of auditor; filing; preservation
27002	Accounts of receipts and expenditures; requisites
27002.1	Photographic records of receipts and expenditures
27003	Separate accounts; general account

- 27005 Disbursements on warrants; checks or electronic funds transfers; exception
- 27006 Disbursements on warrants based on orders; payment of warrants
- 27007 Possession of money; special deposits
- 27008 Certificates of auditor necessary for receipt of money
- 27009 Receipt for deposit of moneys into county treasury
- 27010 Receipt of gifts and bequests
- 27011 Deposit of private money prohibited; penalty
- 27012 Conferences between controller and treasurers regarding administration of applicable law; expenses
- 27013 Administrative cost of investing, depositing or handling funds; reimbursement of county

COUNTY TREASURY OVERSIGHT COMMITTEES

- 27130 Legislative findings and declarations
- 27131 Establishment; determinations of size and membership
- 27132 Membership; pool of candidates
- 27132.1 Member employment by campaign contributors
- 27132.2 Member fundraising
- 27132.3 Member employment in financial services industry
- 27132.4 Open meetings; Ralph M. Brown Act
- 27133 Periodic investment policy; preparation by treasurer; committee review and oversight
- 27134 Periodic audits by committee; article compliance
- 27135 Costs of compliance; reimbursement
- 27136 Withdrawal of funds from county treasury pool; requests; evaluation; approval criteria
- 27137 Day-to-day operations and decisions; committee involvement

INVESTMENT OF SURPLUS

- 53600 Local agency
- 53600.3 Prudent investor standard; investments on behalf of local agencies
- 53600.5 Objectives; managing public funds
- 53600.6 Legislative findings and declarations; solvency and creditworthiness
- 53601 Local agencies; authorized investments
- 53601.1 Investment in financial futures or financial option contracts
- 53601.2 Limited liability corporation
- 53601.5 Investments; qualified purchase agent
- 53601.6 Prohibited investments
- 53601.8 Investment in placement service assisted deposits, including certificates of deposit

- 53602 Investment in legal investments for savings banks; securities of public districts
- 53603 Direct purchase of securities
- 53604 Sale or exchange of securities; reinvestment of proceeds
- 53605 Sale of securities; application of proceeds to original purposes
- 53606 Cancellation of bonds issued by purchaser; resale
- 53607 Delegation of duties to treasurer; monthly report
- 53608 Deposit of securities; receipt; delegation of authority
- 53609 Eligible securities for investment of funds held by local agency pursuant to deferred compensation plans
- 53610 Proposition 1A receivables; purchase by local agency
- 57603 Investments in public bank obligations

HEALTH FUND INVESTMENTS

- 53620 Investment funds designated for employee retiree health benefits' payments
- 53621 Delegation of the governing body's investment authority to designated officers
- 53622 Funds to pay employee retiree health benefits; discharge of duties of the governing body or designated officer

DEPOSIT OF FUNDS

- 16340 The Voluntary Investment Program Fund
- 53630 Definitions
 - 53630.1 Legislative findings and declarations; solvency and creditworthiness
 - 53630.5 Additional definitions
- 53631 Deposits to pay principal, interest or warrants of bonds; electronic funds disbursement
- 53632 Classes of deposits
 - 53632.5 Classes of security for deposits
- 53633 Determination of amounts to be deposited in each class
- 53634 Transfers from inactive to active deposits
- 53635 Local agency investments; commercial paper; concentration limits
 - 53635.2 Deposit of money belonging to or in custody of local agency
 - 53635.7 Agency consideration when borrowing funds in excess of \$100,000
 - 53635.8 Investment in placement service assisted deposits, including certificates of deposit
- 53636 Deposited money as in treasury of local agency
- 53637 Selection of depository; interest
- 53638 Maximum deposits
- 53639 Expense of transporting money

- 53640 Checks, drafts, and other exchange
- 53641 Receipt or other evidence of deposit
- 53642 Withdrawals; check or order
- 53643 Deposit by treasurer
- 53644 Withdrawals on demand; penalties; notice
- 53645 Interest; computation; payment
- 53646 Investment policy statement; review and approval; legislative body or oversight committee; reports
- 53647 Interest; payment into fund
- 53647.5 Interest on bail money on deposit
- 53648 Deposits and contracts pursuant to federal law or rule
- 53648.5 Termination of agreement with depository
- 53649 Contracts with depositories; contents; filing
- 53651 Eligible securities to be used as security for deposits
- 53651.2 Eligible security; promissory note
- 53651.4 Report of independent certified public accountant; depository using eligible securities; state bank; national bank; fee
- 53651.6 Letter of credit; terms
- 53652 Value required to secure active or inactive deposits; market value
- 53653 Waiver of security on federally insured deposits; interest
- 53654 Addition or substitution of securities; withdrawal or release of securities
- 53655 Perfection of security interest in favor of local agencies
- 53656 Authorization for holding of security by agent of depository; agents of depository; securities subject to order of depository; exception; release of security; conditions
- 53657 Authorization to act as agent of depository; application; form; fee; approval or denial
- 53658 Maintenance of separate pool for each depository; security interest of local agency
- 53659 Placement of securities with Federal Reserve or other approved bank; authority by contract
- 53660 Certification and report by agent of depository
- 53661 Administrator
- 53663 Determination of amounts to be deposited as inactive and active deposits
- 53664 Individual reports; privileged status
- 53665 Default by depository; payment by agent of depository; excess funds; drawing on letter of credit
- 53666 Liability of administrator
- 53667 Expenses of administrator; levy of assessment on depositories; payments; penalty
- 53669 Responsibility for money on deposit

- 53676 Treasurer's responsibility for securities
- 53678 Charges for handling and safekeeping of securities
- 53679 Money under control or coming into possession of officers and employees other than treasurer
- 53679.1 Accounting practices; declaration of existing law
- 53680 Money under control of tax collectors
- 53681 Deposit in other than prescribed manner; forfeiture of office
- 53682 Contracts for services by depository; requirements
- 53683 Consideration as costs applied pro rata against earned interest
- 53684 Local agencies; excess funds; investment by county treasurer
- 53686 Local agency fund audit reports
- 57600 Public bank deposits

TEMPORARY BORROWING

- 53821.5 Tax and Revenue Anticipation Notes
- 53840 County Short-term Loans
- 53841 Limitations on short-term borrowing
- 53841.5 Tax and Revenue Anticipation Notes
- 53850 Local agency definition
- 53851 Local agency borrowing power
- 53852 Use of proceeds
- 53852.5 Tax and Revenue Anticipation Notes
- 53859 Definitions
- 53859.01 Local agency borrowing power
- 53859.02 Grant Anticipation Notes

Government Code Section 5925

5925

The purchase or other acquisition of bonds by or on behalf of the state or local government that issued the bonds does not cancel, extinguish, or otherwise affect the bonds and the bonds shall be treated as outstanding bonds for all purposes except to the extent otherwise determined by the issuer or otherwise provided in the constituent instruments defining the rights of the holders of the bonds.

Government Code Section 16340

16340

(a) (1) The Voluntary Investment Program Fund is hereby created within the State Treasury, for the receipt of voluntary deposits from local entities.

(2) For purposes of this section, a “local entity” includes, but is not limited to, any city, county, school district, or special district.

(b) Each local entity that is approved by its governance body to deposit moneys in the fund shall deposit no less than a total of two hundred million dollars (\$200,000,000). The total amount of moneys that may be deposited in the fund from all eligible sources shall not exceed, at any point in time, a total of ten billion dollars (\$10,000,000,000), or lesser amount as determined by the Director of Finance, in consultation with the Treasurer.

(c) The terms and conditions of deposits made into the fund shall be set by the Director of Finance, in consultation with the Treasurer. Those terms shall include, but not be limited to, the size of the deposit from a particular local entity, the length of time those moneys shall be held in deposit in the fund, the availability of funds for withdrawal by the local entity depositing the funds, and the annual rate of interest paid on deposits, as described in subdivision (e). However, the director and the Treasurer may only permit deposits that do not exceed funds needed to address an actual or anticipated cash shortfall in the General Fund not exceeding the amounts of existing appropriations, including continuing and continuous appropriations, to which resulting proceeds are to be applied.

(d) Moneys held in the Fund shall be invested by the Treasurer in investments authorized pursuant to Sections 16430 and 16480 through the Pooled Money Investment Account, and whenever the Controller determines that moneys in the General Fund, after allowing for internal borrowing from other funds are, or are expected to be, insufficient for the payment of all appropriations made by the Legislature which are to be paid out of the moneys in the General Fund, the State Controller may, based upon his or her estimate of the probable income to the General Fund during the then fiscal year and the probable dates of receipt thereof, may draw a demand or demands against appropriations made from the General Fund to be paid in the then current fiscal year prior to the receipt of the income, and deliver the demand or demands to the Treasurer. The Treasurer

shall register the demand or demands for nonpayment and may borrow moneys from the fund in an amount or amounts that is no greater than the demand or demands provided. The borrowing, together with the interest owed upon the account thereon, shall be paid exclusively from moneys in the General Fund on probable or reasonably anticipated revenues that are expected to be forthcoming within a short period of time, but not excepting recourse to internal borrowing from other funds in the event insufficient moneys are available from the General Fund. Repayment of any of those borrowings shall be considered a priority payment, equivalent to any other loan repayment made from the General Fund to another state fund.

(e) Notwithstanding any other law, the rate of interest to be earned by the depositors shall be the base apportionment rate based on their pro rata share of the earnings of the Pooled Money Investment Account on a quarterly basis at the end of each quarter plus an enhanced amount. The pro rata share shall be determined by a dollar day participation. The base apportionment rate applied to dollar day participation in the fund shall be the quarter-to-date average yield of the Pooled Money Investment Account for the current quarter. The enhancement amount paid to depositors in the fund shall be determined by the Director of Finance, in consultation with the Treasurer, and shall be added to the base rate earned by the Pooled Money Investment Account at the time the apportionment is made. The total interest cost described in this subdivision shall not exceed that provided for in paragraph (1) of subdivision (d) of Section 16731.

(f) Notwithstanding Section 13340, moneys in the fund are hereby continuously appropriated for payment of interest expenditures to depositors calculated in accordance with subdivision (e), other related expenses as determined by the Department of Finance, and return of deposits to depositors according to terms and conditions set by the Director of Finance, in consultation with the Treasurer. The amounts paid for interest and other related expenses shall be attributable to the fiscal year in which the borrowing occurred which is also the fiscal year upon which the appropriations against which the demand or demands were made.

(g) The Department of Finance shall determine the budget items to be used for the recording and reporting of interest expenditures and other related expenses pursuant to this section.

(h) Deposits in the fund shall be tracked separately for each participant in the state's accounting system, and shall be deemed to be assets of each participant. These assets shall be reflected as such on each participant's individual financial statements.

(i) These deposits are, and may only be used, to cover short-term cash needs of the state and are, and shall be, in compliance with the provisions of Proposition 58 of March 2004 as stated in subdivision (c), Section 1.3 of Article XVI of the California Constitution. Deposits and borrowing from the fund shall comply with the state's debt limit restrictions.

(j) Actions by the Director of Finance, in consultation with the Treasurer, in implementing and administering the investment program provided for in this

section and the Treasurer's and Controller's actions in borrowing from the fund shall be exempt from the provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3).

(k) Upon projection of insufficient cash in the General Fund, the Director of Finance, in consultation with the Treasurer and Controller, may utilize provisions similar to Section 16381 to facilitate the implementation of the program.

Government Code Section 16429.1-16429.4

16429.1

(a) There is in trust in the custody of the Treasurer the Local Agency Investment Fund, which fund is hereby created. The Controller shall maintain a separate account for each governmental unit having deposits in this fund.

(b) Notwithstanding any other provisions of law, a local governmental official, with the consent of the governing body of that agency, having money in its treasury not required for immediate needs, may remit the money to the Treasurer for deposit in the Local Agency Investment Fund for the purpose of investment.

(c) Notwithstanding any other provisions of law, an officer of any nonprofit corporation whose membership is confined to public agencies or public officials, or an officer of a qualified quasi-governmental agency, with the consent of the governing body of that agency, having money in its treasury not required for immediate needs, may remit the money to the Treasurer for deposit in the Local Agency Investment Fund for the purpose of investment.

(d) Notwithstanding any other provision of law or of this section, a local agency, with the approval of its governing body, may deposit in the Local Agency Investment Fund proceeds of the issuance of bonds, notes, certificates of participation, or other evidences of indebtedness of the agency pending expenditure of the proceeds for the authorized purpose of their issuance. In connection with these deposits of proceeds, the Local Agency Investment Fund is authorized to receive and disburse moneys, and to provide information, directly with or to an authorized officer of a trustee or fiscal agent engaged by the local agency, the Local Agency Investment Fund is authorized to hold investments in the name and for the account of that trustee or fiscal agent, and the Controller shall maintain a separate account for each deposit of proceeds.

(e) The local governmental unit, the nonprofit corporation, or the quasi-governmental agency has the exclusive determination of the length of time its money will be on deposit with the Treasurer.

(f) The trustee or fiscal agent of the local governmental unit has the exclusive determination of the length of time proceeds from the issuance of bonds will be on deposit with the Treasurer.

(g) The Local Investment Advisory Board shall determine those quasi-governmental agencies which qualify to participate in the Local Agency Investment Fund.

(h) The Treasurer may refuse to accept deposits into the fund if, in the judgment of the Treasurer, the deposit would adversely affect the state's portfolio.

(i) The Treasurer may invest the money of the fund in securities prescribed in Section 16430. The Treasurer may elect to have the money of the fund invested through the Surplus Money Investment Fund as provided in Article 4 (commencing with Section 16470) of Chapter 3 of Part 2 of Division 4 of Title 2.

(j) Money in the fund shall be invested to achieve the objective of the fund which is to realize the maximum return consistent with safe and prudent treasury management.

(k) All instruments of title of all investments of the fund shall remain in the Treasurer's vault or be held in safekeeping under control of the Treasurer in any federal reserve bank, or any branch thereof, or the Federal Home Loan Bank of San Francisco, with any trust company, or the trust department of any state or national bank.

(l) Immediately at the conclusion of each calendar quarter, all interest earned and other increment derived from investments shall be distributed by the Controller to the contributing governmental units or trustees or fiscal agents, nonprofit corporations, and quasi-governmental agencies in amounts directly proportionate to the respective amounts deposited in the Local Agency Investment Fund and the length of time the amounts remained therein. An amount equal to the reasonable costs incurred in carrying out the provisions of this section, not to exceed a maximum of 5 percent of the earnings of this fund and not to exceed the amount appropriated in the annual Budget Act for this function, shall be deducted from the earnings prior to distribution. The amount of this deduction shall be credited as reimbursements to the state agencies, including the Treasurer, the Controller, and the Department of Finance, having incurred costs in carrying out the provisions of this section.

(m) The Treasurer shall prepare for distribution a monthly report of investments made during the preceding month.

(n) As used in this section, "local agency," "local governmental unit," and "local governmental official" includes a campus or other unit and an official, respectively, of the California State University who deposits moneys in funds described in Sections 89721, 89722, and 89725 of the Education Code.

16429.2

There is created the Local Investment Advisory Board consisting of five members. The chairman shall be the State Treasurer or his or her designated representative. Two members who are qualified by training and experience in the field of investment or finance, shall be appointed by the State Treasurer. Two members who are treasurers, finance or fiscal officers or business managers, employed by any county, city or local district or municipal corporation of this state, shall be appointed by the Treasurer.

The term of office of each appointed member of the board is two years, but each appointed member serves at the pleasure of the appointing authority. A vacancy

in the appointed membership, occurring other than by expiration of term, shall be filled in the same manner as the original appointment, but for the unexpired term only.

Members of the board who are not state officers or employees shall not receive a salary, but shall be entitled to a per diem allowance of fifty dollars (\$50) for each day's attendance at a meeting of the board, not to exceed three hundred dollars (\$300) in any month. All members shall be entitled to reimbursement for expenses incurred in the performance of their duties under this part, including travel and other necessary expenses.

The board's primary purpose shall be to advise and assist the State Treasurer in formulating the investment and reinvestment of moneys in the Local Agency Investment Fund, and the acquisition, retention, management, and disposition of investments of the fund. The board, from time to time, shall review those policies and advise therein as it considers necessary or desirable. The board shall advise the State Treasurer in the management of the fund and consult the State Treasurer on any matter relating to the investment and reinvestment of moneys in the fund.

16429.3

Moneys placed with the Treasurer for deposit in the Local Agency Investment Fund by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following:

- (a) Transfer or loan pursuant to Sections 16310, 16312, or 16313.
- (b) Impoundment or seizure by any state official or state agency.

16429.4

The right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the Local Agency Investment Fund, upon demand, may not be altered, impaired, or denied, in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year.

Government Code Section 27000-27013

27000

The county treasurer shall receive and keep safely all money belonging to the county and all other money directed by law to be paid to him and apply and pay it out, rendering the account as required by law.

27000.1

Subject to Section 53607, the board of supervisors may, by ordinance, delegate to the county treasurer the authority to invest or reinvest the funds of the county

and the funds of other depositors in the county treasury, pursuant to Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of title 5. The county treasurer shall thereafter assume full responsibility for those transactions until the board of supervisors either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in Section 53607. Nothing in this section shall limit the county treasurer's authority pursuant to Section 53635 or 53684.

27000.3

(a) With regard to county funds deposited in the county treasury, the board of supervisors is the agent of the county who serves as a fiduciary and is subject to the prudent investor standard, unless a delegation has occurred pursuant to Section 53607 in which case the county treasurer shall be the agent of the county with respect to these funds, serve as a fiduciary, and be subject to the prudent investor standard and the board of supervisors shall not be the agent, serve as a fiduciary, or be subject to the prudent investor standard.

(b) With regard to funds deposited in the county treasury that are deposited by local agencies other than the county and at the discretion of those local agencies, the county treasurer serves as a fiduciary subject to the prudent investor standard.

(c) When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the county treasurer or the board of supervisors, as applicable, shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the county and other depositors, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and the other depositors. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law. Nothing in this chapter is intended to grant investment authority to any person or governing body except as provided in Sections 53601, 53607, and 53635.

27000.5

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the primary objective of the county treasurer or the board of supervisors, as the case may be, shall be to safeguard the principal of the funds under the treasurer's or the board's control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under his or her control.

27000.6

The provisions of Sections 27000.7, 27000.8, and 27000.9 shall become effective only in those counties in which, prior to the first date of the period for filing declarations of candidacy for the office of county treasurer, county tax collector, or county treasurer-tax collector, the board of supervisors by majority vote at

a regular meeting with all members present, enact an ordinance adopting the provisions of those sections. That ordinance may be repealed by the board of supervisors at any time.

27000.7

(a) No person shall be eligible for election or appointment to the office of county treasurer, county tax collector, or county treasurer-tax collector of any county unless that person meets at least one of the following criteria:

(1) The person has served in a senior financial management position in a county, city, or other public agency dealing with similar financial responsibilities for a continuous period of not less than three years, including, but not limited to, treasurer, tax collector, auditor, auditor-controller, or the chief deputy or an assistant in those offices.

(2) The person possesses a valid baccalaureate, masters, or doctoral degree from an accredited college or university in any of the following major fields of study: business administration, public administration, economics, finance, accounting, or a related field, with a minimum of 16 college semester units, or their equivalent, in accounting, auditing, or finance.

(3) The person possesses a valid certificate issued by the California Board of Accountancy pursuant to Chapter 1 (commencing with Section 5000) of Division 3 of the Business and Professions Code, showing that person to be, and a permit authorizing that person to practice as, a certified public accountant.

(4) The person possesses a valid charter issued by the Institute of Chartered Financial Analysts showing the person to be designated a Chartered Financial Analyst, with a minimum of 16 college semester units, or their equivalent, in accounting, auditing, or finance.

(5) The person possesses a valid certificate issued by the Treasury Management Association showing the person to be designated a Certified Cash Manager, with a minimum of 16 college semester units, or their equivalent, in accounting, auditing, or finance.

(b) This section shall only apply to any person duly elected or appointed as a county treasurer, county tax collector, or county treasurer-tax collector on or after January 1, 1998.

27000.8

Any duly elected county treasurer, county tax collector, or county treasurer-tax collector serving in that office on January 1, 1996, may serve for his or her remaining term of office during which period of time the requirements of this section shall not apply. After the election of a county treasurer, county tax collector, or county treasurer-tax collector to office, that person shall complete a valid continuing course of study as prescribed in this section, and shall during the person's four-year term of office on or before June 30 of the fourth year, render to the Controller a certification indicating that the person has successfully completed

a continuing education program consisting of, at a minimum, 48 hours, or an equivalent amount of continuing education units within the discipline of treasury management, tax collection, public finance, public administration, governmental accounting, or directly related subjects, offered by a recognized state or national association, institute, or accredited college or university, or the California Debt and Investment Advisory Commission, that provides the requisite educational programs prescribed in this section. The willful or negligent failure of any elected county treasurer, county tax collector, or county treasurer-tax collector to comply with the requirements of this section shall be deemed a violation of this section.

27000.9

Notwithstanding any other requirement of law, any duly appointed county officer serving in the capacity of county treasurer, county tax collector, or county treasurer-tax collector shall, beginning in 2000, complete a valid continuing course of study as prescribed in this section, and shall, on or before June 30 of each two-year period, render to the Controller, a certification indicating that the county officer has successfully completed a continuing education program consisting of, at a minimum, 24 hours or an equivalent amount of continuing education units within the discipline of treasury management, tax collection, public finance, public administration, governmental accounting, or directly related subjects, offered by a recognized state or national association, institute, or accredited college or university, or the California Debt and Investment Advisory Commission, that provides the requisite educational programs prescribed in this section. The willful or negligent failure of any county officer serving in the capacity of county treasurer, county tax collector, or county treasurer-tax collector to comply with the requirements of this section shall be deemed a violation of this section.

27001

The treasurer shall file and keep the certificates of the auditor delivered to him or her when money is paid into the treasury.

Notwithstanding Sections 26201, 26202, and 26205, the treasurer may destroy any certificate pursuant to this section under either of the following circumstances:

- (a) The certificate has been filed for more than five years.
- (b) The certificate has been filed for more than one year, and all of the following conditions are complied with:
 - (1) The record, paper, or document is photographed, microphotographed, reproduced by electronically recorded video images on magnetic surfaces, or recorded on optical disk or reproduced on any other medium that does not permit additions, deletions, or changes to the original document and is produced in compliance with Section 12168.7 for recording of permanent records or nonpermanent records if the copy is kept or maintained for five years from the date of the document.
 - (2) The device used to reproduce the record, paper, or document on film or any other medium is one that accurately reproduces the original thereof in all details. A duplicate copy of any record reproduced in compliance with Section 12168.7

for recording of permanent or nonpermanent records, whichever applies, shall be deemed an original.

(3) The photographs, microphotographs, or other reproductions on film or any other medium are placed in conveniently accessible files and provision is made for preserving, examining, and using the same.

(4) The record, paper, or document is reproduced and preserved utilizing other information technology.

27002

The treasurer shall keep an account of the receipt and expenditure of all money received or paid out by him or her in books provided for the purpose. He or she shall enter in the books the amount, the time, from whom, and on what account all money was received by him or her, and the warrant number, the amount, time, and on what account all disbursements were made by him or her.

27002.1

(a) The treasurer may, in lieu of entering in books an account of the receipt and expenditure of all money received or paid out by him or her as provided in Section 27002, photograph, microphotograph, photocopy, or enter into an electronic data-processing system that utilizes optical transmission and filing, all receipts for money received by him or her and all warrants paid out by him or her.

(b) Every reproduction described in subdivision (a) shall be deemed and considered an original, and a transcript, exemplification, or certified copy of any of those reproductions shall be deemed and considered a transcript, exemplification, or certified copy, as the case may be, of the original.

(c) All reproductions described in subdivision (a) shall be properly indexed and placed in convenient, accessible files. Each roll of microfilm shall be deemed and constitute a book, and shall be designated and numbered, and provision shall be made for preserving, examining, and using it. A duplicate of each roll of microfilm shall be made and kept in a safe and separate place.

27003

The treasurer shall keep his or her books or any other authorized form of record so that the amounts received and paid out on account of separate funds or specific appropriations are exhibited in separate and distinct accounts, and the whole receipts and expenditures shown in one general or cash account.

27005

The treasurer shall disburse the county money and all other money placed in his or her custody by official authority only on county warrants, checks, or electronic fund transfers issued by the county auditor, except for the making of legal investments.

27006

The treasurer shall disburse the money in the treasury on county warrants only when they are based on orders of the board of supervisors, upon order of the superior court, or as otherwise provided by law. In the payment of the warrants he may issue his order, check, or draft drawn upon proper funds that are on deposit in any bank.

27007

The treasurer shall keep all money belonging to the State, or any county of the State in his own possession until disbursed according to law. He shall not place the money in the possession of any person to be used for any purpose, nor shall he loan or in any manner use, or permit any person to use it, except as provided by law. This section does not prohibit him from making special deposits for the safe-keeping of public money, but he is liable therefore on his official bond.

27008

(a) The treasurer shall not receive money into the treasury or for deposit with him or her as treasurer, unless it is accompanied by the certificate of the auditor.

(b) Notwithstanding subdivision (a), the auditor and treasurer may establish alternate control procedures for the treasurer to receive or deposit money without the certificate of the auditor.

27009

The treasurer shall give a receipt to each person who deposits money into the county treasury.

27010

The treasurer may receive any money constituting gift, bequest, or devise, and pay it out in accordance with the terms thereof, or, if none are fixed, according to law.

27011

Any county officer who knowingly accepts or allows any deposit in the county treasury of money from any private and unofficial source is guilty of a misdemeanor, punishable by imprisonment in the county jail for not less than six months nor more than one year, or by a fine of not less than five hundred dollars (\$500) and not more than five thousand dollars (\$5,000), or by both that fine and imprisonment, and shall forfeit his or her office.

27012

The Controller may summon county treasurers or the authorized representative of any county treasurer to meet with the Controller or his or her duly

authorized representatives, in those groups and at that place or those places within the state as may be designated by the Controller for the purpose of discussing the interpretation, procedures, uniformity of operation, and efficient administration of the Revenue and Taxation Code and the Government Code. The actual and necessary expenses of any county officer or his or her authorized representative that are incurred while traveling to and from or while attending any meeting called pursuant to this section by the Controller shall be a charge against the county, to be paid in the same manner as other county charges are paid, provided that prior approval of the board of supervisors has been obtained.

27013

Notwithstanding any other provision of law, any treasurer, or other authorized county officer, who invests, deposits or otherwise handles funds for public agencies for the purpose of earning interest or other income on such funds as permitted by law, may deduct from such interest or income, before distribution thereof, the actual administrative cost of such investing, depositing or handling of funds and of distribution of such interest or income. Such cost reimbursement shall be paid into the county general fund.

Government Code Section 27130-27137

27130

The Legislature finds and declares that local agencies, including school districts, should participate in reviewing the policies that guide the investment of those funds. The Legislature further finds and declares that by pooling deposits from local agencies and other participants, county treasuries operate in the public interest when they consolidate banking and investment activities, reduce duplication, achieve economies of scale, and carry out coherent and consolidated investment strategies. The Legislature further finds and declares that the creation of county treasury oversight committees will promote the public interest by involving depositors in the management of their funds and by enhancing the security and investment return on their funds by providing a more stable and predictable balance for investment by establishing criteria for the withdrawal of funds.

27131

(a) The board of supervisors in each county or city and county may, if the county or city and county is investing surplus funds, establish a county treasury oversight committee. The board of supervisors, in consultation with the county treasurer, shall determine the exact size of the committee, which shall consist of from 3 to 11 members, and the categories from which the members shall be represented, as specified in subdivisions (a) to (g), inclusive, of Section 27132. Members shall be nominated by the treasurer and confirmed by the board of supervisors.

(b) In recognition of the state and local interests served by the action made optional in subdivision (a), the Legislature encourages local agencies to continue taking the action formerly mandated by this section. However, nothing in this subdivision may be construed to impose any liability on a local agency that does not continue to take the formerly mandated action.

27132

The county treasury oversight committee, pursuant to Section 27131, shall consist of members appointed from the following:

- (a) The county treasurer.
 - (b) The county auditor, auditor-controller, or finance director, as the case may be.
 - (c) A representative appointed by the county board of supervisors.
 - (d) The county superintendent of schools or his or her designee.
 - (e) A representative selected by a majority of the presiding officers of the governing bodies of the school districts and community college districts in the county.
 - (f) A representative selected by a majority of the presiding officers of the legislative bodies of the special districts in the county that are required or authorized to deposit funds in the county treasury.
 - (g) Up to five other members of the public.
- (1) A majority of the other public members shall have expertise in, or an academic background in, public finance.
- (2) The other public members shall be economically diverse and bipartisan in political registration.

27132.1

A member may not be employed by an entity that has (a) contributed to the campaign of a candidate for the office of local treasurer, or (b) contributed to the campaign of a candidate to be a member of a legislative body of any local agency that has deposited funds in the county treasury, in the previous three years or during the period that the employee is a member of the committee.

27132.2

A member may not directly or indirectly raise money for a candidate for local treasurer or a member of the governing board of any local agency that has deposited funds in the county treasury while a member of the committee.

27132.3

A member may not secure employment with, or be employed by, bond underwriters, bond counsel, security brokerages or dealers, or financial services firms,

with whom the treasurer is doing business during the period that the person is a member of the committee or for one year after leaving the committee.

27132.4

Committee meetings shall be open to the public and subject to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).

27133

In any county that establishes a county treasury oversight committee pursuant to this article, the county treasurer shall annually prepare an investment policy that will be reviewed and monitored by the county treasury oversight committee. The investment policy shall include all of the following:

- (a) A list of securities or other instruments in which the county treasury may invest, according to law, including the maximum allowable percentage by type of security.
- (b) The maximum term of any security purchased by the county treasury.
- (c) The criteria for selecting security brokers and dealers from, to, or through whom the county treasury may purchase or sell securities or other instruments. The criteria shall prohibit the selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the local treasurer, any member of the governing board of the local agency, or any candidate for those offices.
- (d) Limits on the receipt of honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other persons with whom the county treasury conducts business by any member of the county treasury oversight committee. These limits may be in addition to the limits set by a committee member's own agency, by state law, or by the Fair Political Practices Commission.
- (e) A requirement that the county treasurer provide the county treasury oversight committee with an investment report as required by the board of supervisors.
- (f) The manner of calculating and apportioning the costs, authorized by Section 27013, of investing, depositing, banking, auditing, reporting, or otherwise handling or managing funds.
- (g) The terms and conditions under which local agencies and other entities that are not required to deposit their funds in the county treasury may deposit funds for investment purposes.
- (h) Criteria for considering requests to withdraw funds from the county treasury, pursuant to Section 27136. The criteria shall include an assessment of the effect of a proposed withdrawal on the stability and predictability of the investments in the county treasury.

27134

The county treasury oversight committee shall cause an annual audit to be conducted to determine the county treasury's compliance with this article. The audit may include issues relating to the structure of the investment portfolio and risk.

27135

The costs of complying with this article shall be county charges and may be included with those charges enumerated under Section 27013.

27136

(a) Notwithstanding any other provision of law, any local agency, public agency, public entity, or public official that has funds on deposit in the county treasury pool and that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool, shall first submit the request for withdrawal to the county treasurer before withdrawing funds from the county treasury pool.

(b) The county treasurer shall evaluate each proposed withdrawal for its consistency with the criteria adopted pursuant to subdivision (h) of Section 27133. Prior to approving a withdrawal, the county treasurer shall find that the proposed withdrawal will not adversely affect the interests of the other depositors in the county treasury pool.

27137

Nothing in this article shall be construed to allow the county treasury oversight committee to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the county treasury.

Government Code Section 53600-53610

53600

As used in this article, "local agency" means county, city, city and county, including a chartered city or county, school district, community college district, public district, county board of education, county superintendent of schools, or any public or municipal corporation.

53600.3

Except as provided in subdivision (a) of Section 27000.3, all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public

funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

53600.5

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the primary objective of a trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control.

53600.6.

The Legislature hereby finds that the solvency and creditworthiness of each individual local agency can impact the solvency and creditworthiness of the state and other local agencies within the state. Therefore, to protect the solvency and creditworthiness of the state and all of its political subdivisions, the Legislature hereby declares that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern.

53601.

This section shall apply to a local agency that is a city, a district, or other local agency that does not pool money in deposits or investments with other local agencies, other than local agencies that have the same governing body. However, Section 53635 shall apply to all local agencies that pool money in deposits or investments with other local agencies that have separate governing bodies. The legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the moneys that it deems wise or expedient in those investments set forth below. A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisers, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry delivery.

For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage

limitation for a particular category of investment, that percentage is applicable only at the date of purchase. Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment:

- (a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.
- (b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- (d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- (e) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- (f) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- (g) Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 30 percent of the agency's moneys may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.

This subdivision does not preclude a municipal utility district from investing moneys in its treasury in a manner authorized by the Municipal Utility District Act (Division 6 (commencing with Section 11501) of the Public Utilities Code).

- (h) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical

rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):

(1) The entity meets the following criteria:

(A) Is organized and operating in the United States as a general corporation.

(B) Has total assets in excess of five hundred million dollars (\$500,000,000).

(C) Has debt other than commercial paper, if any, that is rated in a rating category of “A” or its equivalent or higher by an NRSRO.

(2) The entity meets the following criteria:

(A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.

(B) Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.

(C) Has commercial paper that is rated “A-1” or higher, or the equivalent, by an NRSRO. Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, may invest no more than 25 percent of their moneys in eligible commercial paper. Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635.

(i) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed 30 percent of the agency’s moneys that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the moneys are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or a person with investment decision making authority in the administrative office manager’s office, budget office, auditor-controller’s office, or treasurer’s office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

(j)(1) Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements of any securities authorized by this section, as long as the agreements are subject to this subdivision, including the delivery requirements specified in this section.

(2) Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.

(3) Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:

(A) The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale.

(B) The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio.

(C) The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(D) Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(4)(A) Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may be made only upon prior approval of the governing body of the local agency and shall be made only with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with a local agency.

(B) For purposes of this chapter, “significant banking relationship” means any of the following activities of a bank:

(i) Involvement in the creation, sale, purchase, or retirement of a local agency’s bonds, warrants, notes, or other evidence of indebtedness.

(ii) Financing of a local agency’s activities.

(iii) Acceptance of a local agency’s securities or funds as deposits.

(5)(A) “Repurchase agreement” means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank’s customer book-entry account may be used for book-entry delivery.

(B) “Securities,” for purposes of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.

(C) “Reverse repurchase agreement” means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements.

(D) “Securities lending agreement” means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

(E) For purposes of this section, the base value of the local agency’s pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods.

(F) For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

(k) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of “A” or its equivalent or better by an NRSRO. Purchases of medium-term notes shall not include other instruments authorized by this section and shall not exceed 30 percent of the agency’s moneys that may be invested pursuant to this section.

(l)(1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company’s board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.

(2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.).

(3) If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and with assets under management in excess of five hundred million dollars (\$500,000,000).

(4) If investment is in shares issued pursuant to paragraph (2), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

(5) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge and shall not exceed 20 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).

(m) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

(n) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the require-

ments of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

(o) A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency’s surplus moneys that may be invested pursuant to this section.

(p) Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

(q) United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO and shall not exceed 30 percent of the agency’s moneys that may be invested pursuant to this section.

(r) Commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600.

53601.1

The authority of a local agency to invest funds pursuant to Section 53601 includes, in addition thereto, authority to invest in financial futures or financial option contracts in any of the investment categories enumerated in that section.

53601.2

As used in this article, “corporation” includes a limited liability company.

53601.5

The purchase by a local agency of any investment authorized pursuant to Section 53601 or 53601.1, not purchased directly from the issuer, shall be purchased either from an institution licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code) or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank.

53601.6

(a) A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips.

(b) A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero interest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.) that are authorized for investment pursuant to subdivision (l) of Section 53601.

53601.8

Notwithstanding any other provision of this code, a local agency that has the authority under law to invest funds, at its discretion, may invest a portion of its surplus funds in deposits at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of deposits. The following conditions shall apply:

(a) The local agency shall choose a nationally or state-chartered commercial bank, savings bank, savings and loan association, or credit union in this state to invest the funds, which shall be known as the “selected” depository institution.

(b) The selected depository institution may use a private sector entity to help place local agency deposits with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the United States and are within the network used by the private sector entity for this purpose.

(c) The selected depository institution shall request that the local agency inform it of depository institutions at which the local agency has other deposits, and the selected depository institution shall provide that information to the private sector entity.

(d) Any private sector entity used by a selected depository institution to help place its local agency deposits shall maintain policies and procedures requiring all of the following:

(1) The full amount of each deposit placed pursuant to subdivision (b) and the interest that may accrue on each such deposit shall at all times be insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

(2) Every depository institution where funds are placed shall be capitalized at a level that is sufficient, and be otherwise eligible, to receive such deposits pursuant to regulations of the Federal Deposit Insurance Corporation or the National Credit Union Administration, as applicable.

(3) At the time of the local agency's investment with a selected depository institution and no less than monthly thereafter, the private sector entity shall ensure that the local agency is provided with an inventory of all depository institutions in which deposits have been placed on the local agency's behalf, that are within the private sector entity's network.

(4) Within its network, the private sector entity shall ensure that it does not place additional deposits from a particular local agency with any depository institution identified pursuant to subdivision (c) as holding that local agency's deposits if those additional deposits would result in that local agency's total amount on deposit at that depository institution exceeding the Federal Deposit Insurance Corporation or the National Credit Union Administration insurance limit.

(e) If a selected depository uses two or more private sector entities to assist in the placement of a local agency's deposits, the selected depository shall ensure that it does not place additional deposits from a particular local agency with a depository institution if those additional deposits would result in that local agency's total amount on deposit at that depository institution exceeding the Federal Deposit Insurance Corporation or the National Credit Union Administration insurance limit.

(f) The selected depository institution shall serve as a custodian for each such deposit.

(g) On the same date that the local agency's funds are placed pursuant to subdivision (b) by the private sector entity, the selected depository institution shall receive an amount of insured deposits from other financial institutions that, in total, are equal to, or greater than, the full amount of the principal that the local agency initially deposited through the selected depository institution pursuant to subdivision (b).

(h) Notwithstanding subdivisions (a) to (g), inclusive, a credit union shall not act as a selected depository institution under this section unless both of the following conditions are satisfied:

(1) The credit union offers federal depository insurance through the National Credit Union Administration.

(2) The credit union is in possession of written guidance or other written communication from the National Credit Union Administration authorizing participation of federally insured credit unions in one or more deposit placement services and affirming that the moneys held by those credit unions while participating in a deposit placement service will at all times be insured by the federal government.

(i) It is the intent of the Legislature that this section shall not restrict competition among private sector entities that provide placement services pursuant to this section.

(j) The deposits placed pursuant to this section shall be subject to Section 53638 and shall not, in total, exceed 30 percent of the agency's funds that may be invested for this purpose.

(k) This section shall become operative on January 1, 2026.

53602

The legislative body shall invest only in notes, bonds, bills, certificates of indebtedness, warrants, or registered warrants which are legal investments for savings banks in the State, provided, that the board of supervisors of a county may, by a four-fifths vote thereof, invest in notes, warrants or other evidences of indebtedness of public districts wholly or partly within the county, whether or not such notes, warrants, or other evidences of indebtedness are legal investments for savings banks.

53603

The legislative body may make the investment by direct purchase of any issue of eligible securities at their original sale or after they have been issued.

53604

The legislative body may sell, or exchange for other eligible securities, and reinvest the proceeds of, the securities purchased.

53605

From time to time, the legislative body shall sell the securities so that the proceeds may be applied to the purposes for which the original purchase money was placed in the sinking fund or the treasury of the local agency.

53606

The bonds purchased, which were issued by the purchaser, may be canceled either in satisfaction or sinking fund obligations or otherwise. When canceled, they are no longer outstanding, unless in its discretion, the legislative body holds them uncanceled. While held uncanceled, the bonds may be resold.

53607

The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transac-

tions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.

53608

The legislative body of a local agency may deposit for safekeeping with a federal or state association (as defined by Section 5102 of the Financial Code), a trust company or a state or national bank located within this state or with the Federal Reserve Bank of San Francisco or any branch thereof within this state, or with any Federal Reserve bank or with any state or national bank located in any city designated as a reserve city by the Board of Governors of the Federal Reserve System, the bonds, notes, bills, debentures, obligations, certificates of indebtedness, warrants, or other evidences of indebtedness in which the money of the local agency is invested pursuant to this article or pursuant to other legislative authority. The local agency shall take from such financial institution a receipt for securities so deposited. The authority of the legislative body to deposit for safekeeping may be delegated by the legislative body to the treasurer of the local agency; the treasurer shall not be responsible for securities delivered to and receipted for by a financial institution until they are withdrawn from the financial institution by the treasurer.

53609

Notwithstanding the provisions of this chapter or any other provisions of this code, funds held by a local agency pursuant to a written agreement between the agency and employees of the agency to defer a portion of the compensation otherwise receivable by the agency's employees and pursuant to a plan for such deferral as adopted by the governing body of the agency, may be invested in the types of investments set forth in Sections 53601 and 53602 of this code, and may additionally be invested in corporate stocks, bonds, and securities, mutual funds, savings and loan accounts, credit union accounts, life insurance policies, annuities, mortgages, deeds of trust, or other security interests in real or personal property. Nothing herein shall be construed to permit any type of investment prohibited by the Constitution.

Deferred compensation funds are public pension or retirement funds for the purposes of Section 17 of Article XVI of the Constitution.

53610

(a) For purposes of this section, "Proposition 1A receivable" means the right to payment of moneys due or to become due to a local agency, pursuant to clause (iii) of subparagraph (B) of paragraph (1) of subdivision (a) of Section 25.5 of Article XIII of the California Constitution and Section 100.06 of the Revenue and Taxation Code.

(b) Notwithstanding any other law, a local agency may purchase, with its revenue, Proposition 1A receivables sold pursuant to Section 53999.

(c) A purchaser of Proposition 1A receivables pursuant to this section shall not offer them for sale pursuant to Section 6588.

Government Code Section 53620-53622

53620

Notwithstanding Section 53601 or 53635, the governing body of a local agency may invest funds designated for the payment of employee retiree health benefits in any form or type of investment deemed prudent by the governing body pursuant to Section 53622.

53621

The authority of the governing body to invest or to reinvest funds intended for the payment of employee retiree health benefits, or to sell or exchange securities purchased for that purpose, may be delegated by the governing body to designated officers.

53622

(a) Funds intended for the payment of employee retiree health benefits shall only be held for the purpose of providing benefits to participants in the retiree health benefit plan and defraying reasonable expenses of administering that plan.

(b) The governing body or designated officer, when making investments of the funds, shall discharge its duties with respect to the investment of the funds.

(1) Solely in the interest of, and for the exclusive purposes of providing benefits to, participants in the retiree health benefit plan, minimizing employer contributions thereto, and defraying reasonable expenses of administering the plan.

(2) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims.

(3) Shall diversify the investments of the funds so as to minimize the risk of loss and to maximize the rate of return, unless under the circumstances it is clearly prudent not to do so.

Government Code Section 53630-53686

53630

As used in this article:

(a) “Local agency” means county, city, city and county, including a chartered city or county, a community college district, or other public agency or corporation in this state.

(b) “Treasurer” means treasurer of the local agency.

(c) “Depository” means a state or national bank, savings association or federal association, a state or federal credit union, or a federally insured industrial loan company, in this state in which the moneys of a local agency are deposited.

(d) “Agent of depository” means a trust company or trust department of a state or national bank located in this state, including the trust department of a depository where authorized, and the Federal Home Loan Bank of San Francisco, which is authorized to act as an agent of depository for the purposes of this article pursuant to Section 53657.

(e) “Security” means any of the eligible securities or obligations listed in Section 53651.

(f) “Pooled securities” means eligible securities held by an agent of depository for a depository and securing deposits of one or more local agencies.

(g) “Administrator” means the Administrator of Local Agency Security of the State of California.

(h) “Savings association or federal association” means a savings association, savings and loan association, or savings bank as defined by Section 5102 of the Financial Code.

(i) “Federally insured industrial loan company” means an industrial loan company licensed under Division 7 (commencing with Section 18000) of the Financial Code, the investment certificates of which are insured by the Federal Deposit Insurance Corporation.

(j) “Corporation” includes a limited liability company.

53630.1

The Legislature hereby finds that the solvency and creditworthiness of each individual local agency can impact the solvency and creditworthiness of the state and other local agencies within the state. Therefore, to protect the solvency and creditworthiness of the state and all of its political subdivisions, the Legislature hereby declares that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern.

53630.5

(a) The definitions in Section 1750 of, and Chapter 1 (commencing with Section 99) of Division 1 of, the Financial Code apply to this section.

(b) In this article, for purposes of being a depository of moneys belonging to or being in the custody of a local agency, the phrases “state or national bank located in this state,” “state or national bank,” “state or national bank in this state,” and “state or national banks in the state” include, without limitation, any of the following:

(1) Any California branch office of a foreign (other state) state bank that the bank is authorized to maintain under the law of its domicile and federal law.

(2) Any California branch office of a foreign (other state) national bank that the bank is authorized to maintain under federal law.

(3) Any California branch office of a foreign (other nation) bank that the bank is licensed to maintain under Article 3 (commencing with Section 1800) of Chapter 20 of Division 1.1 of the Financial Code.

(4) Any California federal branch of a foreign (other nation) bank that the bank is authorized to maintain under federal law.

53631

Under those conditions as the treasurer of a local agency fixes with the approval of the legislative body, he or she may establish accounts at banks within or without the state and deposit money in those accounts to the extent necessary to pay the principal and interest of bonds to pay any warrant that has been presented for payment, or to fund any electronic disbursement of funds from the treasury of the local agency. This article does not apply to deposits for those purposes.

53632

There are three classes of deposits:

- (a) Inactive deposits.
- (b) Active deposits.
- (c) Interest-bearing active deposits.

53632.5

There are three classes of security for deposits:

- (a) Securities described in subdivision (m) of Section 53651.
- (b) Securities described in subdivision (p) of Section 53651.
- (c) Securities enumerated in Section 53651, except for those described in subdivisions (m) and (p) of that section.

53633

The treasurer shall determine the amounts of money to be deposited as inactive, active, and interest-bearing active deposits, except as otherwise provided in Section 53679.

53634

The treasurer may call in money from inactive deposits and place it in active deposits as current demands require. When there is money in his possession for which there is no demand as inactive deposits, he may place it as active deposits.

53635

(a) This section shall apply to a local agency that is a county, a city and a county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. However, Section 53601 shall apply to all local agencies that pool money in deposits or investments exclusively with local agencies that have the same governing body.

This section shall be interpreted in a manner that recognizes the distinct characteristics of investment pools and the distinct administrative burdens on managing and investing funds on a pooled basis pursuant to Article 6 (commencing with Section 27130) of Chapter 5 of Division 2 of Title 3.

A local agency that is a county, a city and county, or other local agency that pools money in deposits or investments with other agencies may invest in commercial paper pursuant to subdivision (h) of Section 53601, except that the local agency shall be subject to the following concentration limits:

(1) No more than 40 percent of the local agency's money may be invested in eligible commercial paper.

(2) No more than 10 percent of the total assets of the investments held by a local agency may be invested in any one issuer's commercial paper.

(b) Notwithstanding Section 53601, the City of Los Angeles shall be subject to the concentration limits of this section for counties and for cities and counties with regard to the investment of money in eligible commercial paper.

(c) A local agency subject to this section may invest in commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600.

53635.2

As far as possible, all money belonging to, or in the custody of, a local agency, including money paid to the treasurer or other official to pay the principal, interest, or penalties of bonds, shall be deposited for safekeeping in state or national banks, public banks, savings associations, federal associations, credit unions, or federally insured industrial loan companies in this state selected by the treasurer or other official having legal custody of the money; or may be invested in the investments set forth in Section 53601. To be eligible to receive local agency money, a bank, savings association, federal association, or federally insured industrial loan company shall have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low- and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code. Sections 53601.5 and 53601.6 shall apply to all investments that are acquired pursuant to this section.

53635.7

In making any decision that involves borrowing in the amount of one hundred thousand dollars (\$100,000) or more, the legislative body of the local agency shall discuss, consider, and deliberate each decision as a separate item of business on the agenda of its meeting as prescribed in Chapter 9 (commencing with Section 54950). As used in this section, “borrowing” does not include bank overdrafts or security lending.

53635.8

Notwithstanding any other provision of this code, a local agency that has the authority under law to invest funds, at its discretion, may invest a portion of its surplus funds in deposits at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of deposits. The following conditions shall apply:

(a) The local agency shall choose a nationally or state-chartered commercial bank, savings bank, savings and loan association, or credit union in this state to invest the funds, which shall be known as the “selected” depository institution.

(b) The selected depository institution may use a private sector entity to help place local agency deposits with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the United States and are within the network used by the private sector entity for this purpose.

(c) The selected depository institution shall request that the local agency inform it of depository institutions at which the local agency has other deposits, and the selected depository institution shall provide that information to the private sector entity.

(d) Any private sector entity used by a selected depository institution to help place its local agency deposits shall maintain policies and procedures requiring all of the following:

(1) The full amount of each deposit placed pursuant to subdivision (b) and the interest that may accrue on each such deposit shall at all times be insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

(2) Every depository institution where funds are placed shall be capitalized at a level that is sufficient, and be otherwise eligible, to receive such deposits pursuant to regulations of the Federal Deposit Insurance Corporation or the National Credit Union Administration, as applicable.

(3) At the time of the local agency’s investment with a selected depository institution and no less than monthly thereafter, the private sector entity shall ensure that the local agency is provided with an inventory of all depository institutions in which deposits have been placed on the local agency’s behalf, that are within the private sector entity’s network.

(4) Within its network, the private sector entity shall ensure that it does not place additional deposits from a particular local agency with any depository institution identified pursuant to subdivision (c) as holding that local agency's deposits if those additional deposits would result in that local agency's total amount on deposit at that depository institution exceeding the Federal Deposit Insurance Corporation or the National Credit Union Administration insurance limit.

(e) If a selected depository uses two or more private sector entities to assist in the placement of a local agency's deposits, the selected depository shall ensure that it does not place additional deposits from a particular local agency with a depository institution if those additional deposits would result in that local agency's total amount on deposit at that depository institution exceeding the Federal Deposit Insurance Corporation or the National Credit Union Administration insurance limit.

(f) The selected depository institution shall serve as a custodian for each such deposit.

(g) On the same date that the local agency's funds are placed pursuant to subdivision (b) by the private sector entity, the selected depository institution shall receive an amount of insured deposits from other financial institutions that, in total, are equal to, or greater than, the full amount of the principal that the local agency initially deposited through the selected depository institution for investment pursuant to subdivision (b).

(h) Notwithstanding subdivisions (a) to (g), inclusive, a credit union shall not act as a selected depository institution under this section unless both of the following conditions are satisfied:

(1) The credit union offers federal depository insurance through the National Credit Union Administration.

(2) The credit union is in possession of written guidance or other written communication from the National Credit Union Administration authorizing participation of federally insured credit unions in one or more deposit placement services and affirming that the moneys held by those credit unions while participating in a deposit placement service will at all times be insured by the federal government.

(i) It is the intent of the Legislature that this section shall not restrict competition among private sector entities that provide placement services pursuant to this section.

(j) The deposits placed pursuant to this section shall be subject to Section 53638 and shall not, in total, exceed 30 percent of the agency's funds that may be invested for this purpose.

53636

Money so deposited is deemed to be in the treasury of the local agency.

53637

The money shall be deposited in any bank, savings association or federal association, state or federal credit union, or federally insured industrial loan company with the objective of realizing maximum return, consistent with prudent financial management, except that money shall not be deposited in any state or federal credit union if a member of the legislative body of a local agency, or any person with investment decision making authority of the administrative office, manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency, also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or supervisory committee, of the state or federal credit union.

53638

(a) The deposit shall not exceed the shareholder's equity of any depository bank. For the purposes of this subdivision, shareholder's equity shall be determined in accordance with Section 463 of the Financial Code, but shall be deemed to include capital notes and debentures.

(b) The deposit shall not exceed the total of the net worth of any depository savings association or federal association, except that deposits not exceeding a total of five hundred thousand dollars (\$500,000) may be made to a savings association or federal association without regard to the net worth of that depository, if such deposits are insured or secured as required by law.

(c) The deposit to the share accounts of any regularly chartered credit union shall not exceed the total of the unimpaired capital and surplus of the credit union, as defined by rule of the Commissioner of Business Oversight, except that the deposit to any credit union share account in an amount not exceeding five hundred thousand dollars (\$500,000) may be made if the share accounts of that credit union are insured or guaranteed pursuant to Section 14858 of the Financial Code or are secured as required by law.

(d) The deposit in investment certificates of a federally insured industrial loan company shall not exceed the total of the unimpaired capital and surplus of the insured industrial loan company.

53639

Except as otherwise provided in Section 53682, the depository shall bear the expenses of transportation of money to and from the depository.

53640

Except as otherwise provided in Section 53682, the depository shall handle, collect, and pay all checks, drafts, and other exchange without cost to the local agency.

53641

When money is deposited in a depository, the treasurer or other authorized official shall take and preserve a receipt, certificate of deposit, or other evidence of the deposit as he or she requires.

53642

The money deposited may be drawn out by check or order of the treasurer or other official authorized to make such deposit.

53643

The treasurer may deposit any part of the money as agreed upon between the treasurer and the depository.

53644

If an agreement is not made:

(a) Active deposits and interest thereon are subject to withdrawal upon the demand of the treasurer or other authorized official, subject to any penalties which may be prescribed by federal law or regulation.

(b) Inactive deposits are subject to notice of at least thirty days before withdrawal.

53645

Interest shall be computed and paid by the depository, as follows:

(a) For active deposits upon which interest is payable, interest shall be computed on the average daily balance for the calendar quarter, and shall be paid quarterly.

(b) For inactive deposits, interest shall be computed on a 360-day basis, and shall be paid quarterly.

53646

(a)(1) In the case of county government, the treasurer may annually render to the board of supervisors and any oversight committee a statement of investment policy, which the board shall review and approve at a public meeting. Any change in the policy shall also be reviewed and approved by the board at a public meeting.

(2) In the case of any other local agency, the treasurer or chief fiscal officer of the local agency may annually render to the legislative body of that local agency and any oversight committee of that local agency a statement of investment policy, which the legislative body of the local agency shall consider at a public meeting. Any change in the policy shall also be considered by the legislative body of the local agency at a public meeting.

(b)(1) The treasurer or chief fiscal officer may render a quarterly report to the chief executive officer, the internal auditor, and the legislative body of the local agency. The quarterly report shall be so submitted within 30 days following the end of the quarter covered by the report. Except as provided in subdivisions (e) and (f), this report shall include the type of investment, issuer, date of maturity par and dollar amount invested on all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.

(2) The quarterly report shall state compliance of the portfolio to the statement of investment policy, or manner in which the portfolio is not in compliance.

(3) The quarterly report shall include a statement denoting the ability of the local agency to meet its pool's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

(4) In the quarterly report, a subsidiary ledger of investments may be used in accordance with accepted accounting practices.

(c) Pursuant to subdivision (b), the treasurer or chief fiscal officer shall report whatever additional information or data may be required by the legislative body of the local agency.

(d) The legislative body of a local agency may elect to require the report specified in subdivision (b) to be made on a monthly basis instead of quarterly.

(e) For local agency investments that have been placed in the Local Agency Investment Fund, created by Section 16429.1, in National Credit Union Share Insurance Fund-insured accounts in a credit union, in accounts insured or guaranteed pursuant to Section 14858 of the Financial Code, or in Federal Deposit Insurance Corporation-insured accounts in a bank or savings and loan association, in a county investment pool, or any combination of these, the treasurer or chief fiscal officer may supply to the governing body, chief executive officer, and the auditor of the local agency the most recent statement or statements received by the local agency from these institutions in lieu of the information required by paragraph (1) of subdivision (b) regarding investments in these institutions.

(f) The treasurer or chief fiscal officer shall not be required to render a quarterly report, as required by subdivision (b), to a legislative body or any oversight committee of a school district or county office of education for securities, investments, or moneys held by the school district or county office of education in individual accounts that are less than twenty-five thousand dollars (\$25,000).

(g) In recognition of the state and local interests served by the actions made optional in subdivisions (a) and (b), the Legislature encourages the local agency officials to continue taking the actions formerly mandated by this section. However, nothing in this subdivision may be construed to impose any liability on a local agency that does not continue to take the formerly mandated action.

53647

(a) Interest on all money deposited belongs to, and shall be paid quarterly into the general fund of, the local agency represented by the officer making the deposit, unless otherwise directed by law.

(b) Notwithstanding the provisions of subdivision (a), and except as otherwise directed by law, if the governing body of the local agency represented by the officer making the deposit so directs, such interest shall be paid to the fund which contains the principal on which the interest accrued.

53647.5

Notwithstanding any other provision of law, interest earned on any bail money deposited by a court in a bank account pursuant to Section 1463.1 of the Penal Code and Section 53679 of this code shall, be allocated for the support of that court.

53648

Notwithstanding this article, the treasurer may deposit moneys in, and enter into contracts with, a state or national bank, savings association or federal association, federal or state credit union, or federally insured industrial loan company, pursuant to a federal law or a rule of a federal department or agency adopted pursuant to the law if the law or rule conflicts with this article in regulating the payment of interest on deposits of public moneys by any of the following:

(a) Banks which are Federal Reserve System members or whose deposits are insured by the Federal Deposit Insurance Corporation.

(b) Savings associations or federal associations which are federal home loan bank members or whose deposits are insured by the Federal Savings and Loan Insurance Corporation.

(c) State or federal credit unions whose accounts are insured by the National Credit Union Share Insurance Fund or guaranteed by the California Credit Union Share Guaranty Corporation or insured or guaranteed pursuant to Section 14858 of the Financial Code, unless a member of the legislative body of a local agency, or any person with investment decision making authority of the administrative office, manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency, also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or supervisory committee, of the state or federal credit union.

(d) A federally insured industrial loan company.

53648.5

Upon the removal by federal law of the conflicting federal law or rule the agreement between the treasurer or other authorized official and a depository may be terminated by either party.

53649

The treasurer is responsible for the safekeeping of money in his or her custody and shall enter into any contract with a depository relating to any deposit which in his or her judgment is to the public advantage. The depository, and the agent of depository to the extent the agent of depository has been notified of deposits and the amount thereof, are responsible for securing moneys deposited pursuant to such a contract in accordance with Section 53652. One copy of each contract shall be filed with the auditor, controller, secretary, or corresponding officer of the local agency. The contract shall:

- (a) Fix the duration of deposits, if appropriate.
- (b) Fix the interest rate, if any.
- (c) Provide conditions for withdrawal and repayment.
- (d) Provide for placement of pooled securities in a named agent of depository in accordance with Section 53656.
- (e) Grant authority for agent of depository to place securities for safekeeping in accordance with Section 53659.
- (f) Set forth in accordance with Section 53665 the conditions upon which the administrator shall order pooled securities converted into money for the benefit of the local agency, and the procedure therefor.
- (g) Provide for compliance in all respects with the provisions of this article and other applicable provisions of law.
- (h) Provide, upon notice to the treasurer from the administrator, that a treasurer may withdraw deposits in the event a depository fails to pay the assessments, fines, or penalties assessed by the administrator or may withdraw authorization for the placement of pooled securities in an agent of depository in the event that the agent of depository fails to pay the fines or penalties assessed by the administrator.

53651

Eligible securities are any of the following:

- (a) United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations for which the faith and credit of the United States are pledged for the payment of principal and interest, including the guaranteed portions of small business administration loans, so long as the loans are obligations for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (b) Notes or bonds or any obligations of a local public agency (as defined in the United States Housing Act of 1949) or any obligations of a public housing agency (as defined in the United States Housing Act of 1937) for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (c) Bonds of this state or of any local agency or district of the State of California having the power, without limit as to rate or amount, to levy taxes or assessments

to pay the principal and interest of the bonds upon all property within its boundaries subject to taxation or assessment by the local agency or district, and in addition, limited obligation bonds pursuant to Article 4 (commencing with Section 50665) of Chapter 3 of Division 1, senior obligation bonds pursuant to Article 5 (commencing with Section 53387) of Chapter 2.7, and revenue bonds and other obligations payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the state, local agency or district or by a department, board, agency or authority thereof.

(d) Bonds of any public housing agency (as defined in the United States Housing Act of 1937, as amended) as are secured by a pledge of annual contributions under an annual contribution contract between the public housing agency and the Public Housing Administration if such contract shall contain the covenant by the Public Housing Administration which is authorized by subsection (b) of Section 22 of the United States Housing Act of 1937, as amended, and if the maximum sum and the maximum period specified in the contract pursuant to that subsection 22(b) shall not be less than the annual amount and the period for payment which are requisite to provide for the payment when due of all installments of principal and interest on the obligations.

(e) Registered warrants of this state.

(f) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by the United States Postal Service, federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended, debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended, consolidated obligations of the federal home loan banks established under the Federal Home Loan Bank Act, bonds, debentures and other obligations of the Federal National Mortgage Association or of the Government National Mortgage Association established under the National Housing Act, as amended, bonds of any federal home loan bank established under that act, bonds, debentures and other obligations of the Federal Home Loan Mortgage Corporation established under the Emergency Home Finance Act of 1970, and obligations of the Tennessee Valley Authority.

(g) Notes, tax anticipation warrants or other evidence of indebtedness issued pursuant to Article 7 (commencing with Section 53820), Article 7.5 (commencing with Section 53840) or Article 7.6 (commencing with Section 53850) of this Chapter 4.

(h) State of California notes.

(i) Bonds, notes, certificates of indebtedness, warrants or other obligations issued by: (1) any state of the United States (except this state), or the Commonwealth of Puerto Rico, or any local agency thereof having the power to levy taxes, without limit as to rate or amount, to pay the principal and interest of such obligations, or (2) any state of the United States (except this state), or the Commonwealth of Puerto Rico, or a department, board, agency or authority thereof except bonds which provide for or are issued pursuant to a law which may contemplate a subsequent legislative appropriation as an assurance of the

continued operation and solvency of the department, board, agency or authority but which does not constitute a valid and binding obligation for which the full faith and credit of such state or the Commonwealth of Puerto Rico are pledged, which are payable solely out of the revenues from a revenue-producing source owned, controlled or operated thereby; provided the obligations issued by an entity described in (1), above, are rated in one of the three highest grades, and such obligations issued by an entity described in (2), above, are rated in one of the two highest grades by a nationally recognized investment service organization that has been engaged regularly in rating state and municipal issues for a period of not less than five years.

(j) Obligations issued, assumed or guaranteed by the International Bank for Reconstruction and Development, Inter-American Development Bank, the Government Development Bank of Puerto Rico, the Asian Development Bank, the International Finance Corporation, or the African Development Bank.

(k) Participation certificates of the Export-Import Bank of the United States.

(l) Bonds and notes of the California Housing Finance Agency issued pursuant to Chapter 7 (commencing with Section 51350) of Part 3 of Division 31 of the Health and Safety Code.

(m) Promissory notes secured by first mortgages and first trust deeds which comply with Section 53651.2.

(n) Any bonds, notes, warrants, or other evidences of indebtedness of a nonprofit corporation issued to finance the construction of a school building or school buildings pursuant to a lease or agreement with a school district entered into in compliance with the provisions of Section 39315 or 81345 of the Education Code, and also any bonds, notes, warrants or other evidences of indebtedness issued to refinance those bonds, notes, warrants, or other evidences of indebtedness as specified in Section 39317 of the Education Code.

(o) Any municipal securities, as defined by Section 3(a)(29) of the Securities Exchange Act of June 6, 1934, (15 u.s.c. Sec. 78, as amended), which are issued by this state or any local agency thereof.

(p) With the consent of the treasurer, letters of credit issued by the Federal Home Loan Bank of San Francisco which comply with Section 53651.6.

53651.2

(a) To be an eligible security under subdivision (m) of Section 53651, a promissory note placed in a securities pool on or after January 1, 1987, shall comply with all of the following provisions:

(1) Each promissory note shall be secured by a first mortgage or first trust deed on improved 1 to 4 unit residential real property located in California, shall be fully amortized over the term of the note, and shall have a term of no more than 30 years. Any first mortgage or first trust deed which secures a promissory note providing for negative amortization shall be removed from the securities pool and replaced with an eligible security under subdivision (m) of Section 53651 if

the loan to value ratio exceeds 85 percent of the original appraised value of the security property as a consequence of negative amortization.

(2) Each promissory note shall be eligible for sale to the Federal National Mortgage Association, the Government National Mortgage Association, or the Federal Home Loan Mortgage Corporation; provided, however, that up to 25 percent of the total dollar amount of any promissory note securities pool established pursuant to Section 53658 may consist of promissory notes with loan amounts which exceed the maximum amounts eligible for purchase by the Federal National Mortgage Association, the Government National Mortgage Association, or the Federal Home Loan Mortgage Corporation, but which do not exceed: (i) five hundred thousand dollars (\$500,000) in the case of a single family dwelling; (ii) one million dollars (\$1,000,000) in the case of a 2, 3, or 4 unit dwelling.

(b) The following shall not constitute eligible securities under subdivision (m) of Section 53651:

(1) Any promissory note on which any payment is more than 60 days past due.

(2) Any promissory note secured by a mortgage or deed of trust as to which there is a lien prior to the mortgage or deed of trust. For the purposes of this paragraph, no lien specified in Section 766 of the Financial Code shall be considered a prior encumbrance unless any installment or payment thereunder (other than a rental or royalty under a lease) is due and delinquent.

(3) Any promissory note secured by a mortgage or deed of trust as to which a notice of default has been recorded pursuant to Section 2924 of the Civil Code or an action has been commenced pursuant to Section 725a of the Code of Civil Procedure.

(c) The depository may exercise, enforce, or waive any right granted to it by the promissory note, mortgage, or deed of trust.

(d) For purposes of this article, the market value of a promissory note which is an eligible security under subdivision (m) of Section 53651, shall be determined in accordance with the regulations adopted by the Treasurer under paragraph (2) of subdivision (m) of Section 53651, as the regulations and statute were in effect on December 31, 1986. However, if and when regulations on the subject are adopted by the administrator, the market value shall be determined in accordance with those regulations of the administrator.

53651.4

(a) A depository that uses eligible securities of the class described in subdivision (m) of Section 53651 shall, within 90 days after the close of each calendar year or within a longer period as the administrator may specify, file with the administrator a report of an independent certified public accountant regarding compliance with this article and with regulations and orders issued by the administrator under this article with respect to eligible securities of that class. The report shall be based upon the audit, shall contain the information, and shall be in the form the administrator may prescribe. The depository shall provide a copy of the report to the treasurer on request.

(b) If a depository that is a state bank files with the administrator, not less than 90 days before the beginning of the calendar year, a notice that it elects to be examined by the administrator instead of filing a report of an independent certified public accountant under subdivision (a) for that calendar year, the depository shall be exempt from subdivision (a) for that calendar year and shall for that calendar year be subject to examination by the administrator regarding compliance with this article and with regulations and orders under this article with respect to eligible securities of the class described in subdivision (m) of Section 53651. The administrator shall provide a report to a treasurer with deposits in the examined state bank upon request of the treasurer.

(c) A national bank may apply to the administrator to be examined, and the administrator, in his or her discretion, may examine a national bank for the purposes of satisfying the requirements of subdivision (a). The administrator shall provide a report to a treasurer with deposits in the examined national bank upon request of the treasurer.

(d) Whenever the administrator examines a depository pursuant to subdivision (b) or (c), the depository shall pay, within 30 days after receipt of a statement from the administrator, a fee of seventy-five dollars (\$75) per hour for each examiner engaged in the examination.

53651.6

(a) To be an eligible security under subdivision (p) of Section 53651, a letter of credit shall be in such form and shall contain such provisions as the administrator may prescribe, and shall include all of the following terms:

- (1) The administrator shall be the beneficiary of the letter of credit.
- (2) The letter of credit shall be clean and irrevocable and shall provide that the administrator may draw upon it up to the total amount in the event of the failure of the depository savings association or federal association or if the depository savings association or federal association refuses to permit the withdrawal of funds by a treasurer.

53652

To secure active or inactive deposits a depository shall at all times maintain with the agent of depository eligible securities in securities pools, pursuant to Sections 53656 and 53658, in the amounts specified in this section. Uncollected funds shall be excluded from the amount deposited in the depository when determining the security requirements for the deposits.

(a) Eligible securities, except eligible securities of the classes described in subdivisions (m) and (p) of Section 53651, shall have a market value of at least 10 percent in excess of the total amount of all deposits of a depository secured by the eligible securities.

(b) Eligible securities of the class described in subdivision (m) of Section 53651 shall have a market value at least 50 percent in excess of the total amount of all deposits of a depository secured by those eligible securities.

(c) Eligible securities of the class described in subdivision (p) of Section 53651 shall have a market value of at least 5 percent in excess of the total amount of all deposits of a depository secured by those eligible securities. For purposes of this article, the market value of a letter of credit which is an eligible security under subdivision (p) of Section 53651 shall be the amount of credit stated in the letter of credit.

53653

When in his or her discretion local conditions so warrant, the treasurer may waive security for the portion of any deposits as is insured pursuant to federal law, notwithstanding this article. For deposits equivalent to and not less than the maximum amount insured pursuant to federal law for which a treasurer has waived security under this section, a treasurer at his or her discretion may also waive security for the interest accrued on the deposits which, when added to the deposits, would cause the sum of the interest and deposits to exceed the maximum amount insured pursuant to federal law, provided that the interest is computed by the depository on the average daily balance of the deposits, paid monthly and computed on a 360-day basis.

53654

(a) The depository may add securities to the pool or substitute securities of equal value for those in the pool at any time, but shall not interchange classes of security, as defined in Section 53632.5, without prior approval of the treasurer.

(b) Withdrawal of securities from the pool without replacement at equal value may be ordered only by two duly authorized officers or employees of the depository who satisfy the requirements as may be set by the administrator.

(c) The agent of depository is responsible for the safekeeping and disbursement of securities placed in its custody by a depository. It shall release securities only upon presentation by the depository of the most reasonably current statement of the total deposits subject to this article held by the depository, such statement to be verified and countersigned by two duly authorized officers, other than those who ordered the withdrawal of securities. A copy of this statement shall be forwarded to the administrator concurrently by the agent of depository.

53655

A placement of securities by a depository with an agent of depository pursuant to this article shall have the effect of perfecting a security interest in those securities in the local agencies having deposits in that depository notwithstanding provisions of the Uniform Commercial Code to the contrary and notwithstanding that the agent of depository may be the trust department of the depository.

53656

(a) At the time the treasurer enters into a contract with the depository pursuant to Section 53649, he or she shall authorize the agent of depository designated by the depository, but including the trust department of the depository only when acceptable to both the treasurer and the depository, to hold securities of the depository in accordance with this article to secure the deposit of the local agency.

(b) Only those trust companies and trust departments, or the Federal Home Loan Bank of San Francisco, which have been authorized by the administrator pursuant to Section 53657 shall be authorized by treasurers to act as agents of depository.

(c) The securities are subject to order of the depository in accordance with Section 53654 except when the provisions of subdivision (i) of Section 53661 and Section 53665 are in effect.

(d) An agent of depository shall not release any security held to secure a local agency deposit in a depository unless the administrator issues an order authorizing the release where either of the following occurs:

- (1) A state or federal regulatory agency has taken possession of the depository.
- (2) A conservator, receiver, or other legal custodian has been appointed for the depository.

53657

(a) No person shall act as an agent of depository unless that person is a trust company located in this state, the trust department of a bank located in this state, or the Federal Home Loan Bank of San Francisco, and is authorized by the administrator to act as an agent of depository.

(b)(1) An application for authorization shall be in such form, shall contain such information, shall be signed in such manner, and shall (if the administrator so requires) be verified in such manner, as the administrator may prescribe.

(2) The fee for filing an application for authorization with the administrator shall be five hundred dollars (\$500).

(3) If the administrator finds, with respect to an application for authorization, that the applicant is competent to act as an agent of depository and that it is reasonable to believe the applicant will comply with all applicable provisions of this article and of any regulation or order issued under this article, the administrator shall approve the application. If the administrator finds otherwise, the administrator shall deny the application.

(4) When an application for authorization has been approved, the applicant shall file with the administrator an agreement to comply with all applicable provisions of this article and of any regulation or order issued under this article. The agreement shall be in such form, shall contain such provisions, and shall be signed in such manner as the administrator may prescribe.

(5) When an application for authorization has been approved, the applicant has complied with paragraph (4), and all conditions precedent to authorizing the applicant to act as agent of depository have been fulfilled, the administrator shall authorize the applicant to act as agent of depository.

53658

An agent of a depository may hold and pool securities to secure deposits for one or more depositories pursuant to Section 53656, but shall maintain a separate pool for each said depository. Each local agency shall have an undivided security interest in the pooled securities in the proportion that the amount of its deposits bears to the total amount of deposits secured by the pooled securities.

53659

Whenever an agent of depository accepts securities pursuant to Section 53656 it may, with the authorization of the depository, place such securities for safekeeping with a Federal Reserve Bank or branch thereof or with any bank located in a city designated as a reserve city by the Board of Governors of the Federal Reserve System or with the Federal Home Loan Bank of San Francisco or with a trust company located in this state. Authority for such placement together with the names of the banks or, including the Federal Home Loan Bank of San Francisco, trust companies to be so used, shall be contained in the contract between the treasurer and the depository required in Section 53649.

53660

When deposits of a local agency are secured by pooled securities pursuant to Section 53656, the agent of depository shall make available to the treasurer for review at a mutually agreed upon time and location all of the following information which may be in the form of a copy of the report required in subdivision (e) of Section 53661:

- (a) A certification that there are securities in the pool in the amounts required by Section 53652 to secure deposits.
- (b) A certified report of the individual securities then on deposit in the pool with the location and total market value thereof.
- (c) The total amount of deposits then reported by the depository to be secured by the pool.

53661

- (a) The Commissioner of Business Oversight shall act as Administrator of Local Agency Security and shall be responsible for the administration of Sections 53638, 53651, 53651.2, 53651.4, 53651.6, 53652, 53654, 53655, 53656, 53657, 53658, 53659, 53660, 53661, 53663, 53664, 53665, 53666, and 53667.
- (b) The administrator shall have the powers necessary or convenient to administer and enforce the sections specified in subdivision (a).

(c)(1) The administrator shall issue regulations consistent with law as the administrator may deem necessary or advisable in executing the powers, duties, and responsibilities assigned by this article. The regulations may include regulations prescribing standards for the valuation, marketability, and liquidity of the eligible securities of the class described in subdivision (m) of Section 53651, regulations prescribing procedures and documentation for adding, withdrawing, substituting, and holding pooled securities, and regulations prescribing the form, content, and execution of any application, report, or other document called for in any of the sections specified in subdivision (a) or in any regulation or order issued under any of those sections.

(2) The administrator, for good cause, may waive any provision of any regulation adopted pursuant to paragraph (1) or any order issued under this article, where the provision is not necessary in the public interest.

(d) The administrator may enter into any contracts or agreements as may be necessary, including joint underwriting agreements, to sell or liquidate eligible securities securing local agency deposits in the event of the failure of the depository or if the depository fails to pay all or part of the deposits of a local agency.

(e) The administrator shall require from every depository a report certified by the agent of depository listing all securities, and the market value thereof, which are securing local agency deposits together with the total deposits then secured by the pool, to determine whether there is compliance with Section 53652. These reports may be required whenever deemed necessary by the administrator, but shall be required at least four times each year at the times designated by the Comptroller of the Currency for reports from national banking associations. These reports shall be filed in the office of the administrator by the depository within 20 business days of the date the administrator calls for the report.

(f) The administrator may have access to reports of examination made by the Comptroller of the Currency insofar as the reports relate to national banking association trust department activities which are subject to this article.

(g)(1) The administrator shall require the immediate substitution of an eligible security, where the substitution is necessary for compliance with Section 53652, if (i) the administrator determines that a security listed in Section 53651 is not qualified to secure public deposits, or (ii) a treasurer, who has deposits secured by the securities pool, provides written notice to the administrator and the administrator confirms that a security in the pool is not qualified to secure public deposits.

(2) The failure of a depository to substitute securities, where the administrator has required the substitution, shall be reported by the administrator promptly to those treasurers having money on deposit in that depository and, in addition, shall be reported as follows:

(A) When that depository is a national bank, to the Comptroller of the Currency of the United States.

(B) When that depository is a state bank, to the Commissioner of Business Oversight.

(C) When that depository is a federal association, to the Office of the Comptroller of the Currency.

(D) When that depository is a savings association, to the Commissioner of Business Oversight.

(E) When that depository is a federal credit union, to the National Credit Union Administration.

(F) When that depository is a state credit union or a federally insured industrial loan company, to the Commissioner of Business Oversight.

(h) The administrator may require from each treasurer a registration report and at appropriate times a report stating the amount and location of each deposit together with other information deemed necessary by the administrator for effective operation of this article. The facts recited in any report from a treasurer to the administrator are conclusively presumed to be true for the single purpose of the administrator fulfilling responsibilities assigned to him or her by this article and for no other purpose.

(i)(1) If, after notice and opportunity for hearing, the administrator finds that any depository or agent of depository has violated or is violating, or that there is reasonable cause to believe that any depository or agent of depository is about to violate, any of the sections specified in subdivision (a) or any regulation or order issued under any of those sections, the administrator may order the depository or agent of depository to cease and desist from the violation or may by order suspend or revoke the authorization of the agent of depository. The order may require the depository or agent of depository to take affirmative action to correct any condition resulting from the violation.

(2)(A) If the administrator makes any of the findings set forth in paragraph (1) with respect to any depository or agent of depository and, in addition, finds that the violation or the continuation of the violation is likely to seriously prejudice the interests of treasurers, the administrator may order the depository or agent of depository to cease and desist from the violation or may suspend or revoke the authorization of the agent of depository. The order may require the depository or agent of depository to take affirmative action to correct any condition resulting from the violation.

(B) Within five business days after an order is issued under subparagraph (a), the depository or agent of depository may file with the administrator an application for a hearing on the order. The administrator shall schedule a hearing at least 30 days, but not more than 40 days, after receipt of an application for a hearing or within a shorter or longer period of time agreed to by a depository or an agent of depository. If the administrator fails to schedule the hearing within the specified or agreed to time period, the order shall be deemed rescinded. Within 30 days after the hearing, the administrator shall affirm, modify, or rescind the order; otherwise, the order shall be deemed rescinded. The right of a depository or agent of depository to which an order is issued under subparagraph (a) to petition for judicial review of the order shall not be affected by the failure of the depository or agent of depository to apply to the administrator for a hearing on the order pursuant to this subparagraph.

(3) Whenever the administrator issues a cease and desist order under paragraph (1) or (2), the administrator may in the order restrict the right of the depository to withdraw securities from a security pool; and, in that event, both the depository to which the order is directed and the agent of depository which holds the security pool shall comply with the restriction.

(4) In case the administrator issues an order under paragraph (1) or (2) suspending or revoking the authorization of an agent of depository, the administrator may order the agent of depository at its own expense to transfer all pooled securities held by it to such agent of depository as the administrator may designate in the order. The agent of depository designated in the order shall accept and hold the pooled securities in accordance with this article and regulations and orders issued under this article.

(j) In the discretion of the administrator, whenever it appears to the administrator that any person has violated or is violating, or that there is reasonable cause to believe that any person is about to violate, any of the sections specified in subdivision (a) or any regulation or order issued thereunder, the administrator may bring an action in the name of the people of the State of California in the superior court to enjoin the violation or to enforce compliance with those sections or any regulation or order issued thereunder. Upon a proper showing a permanent or preliminary injunction, restraining order, or writ of mandate shall be granted, and the court may not require the administrator to post a bond.

(k) In addition to other remedies, the administrator shall have the power and authority to impose the following sanctions for noncompliance with the sections specified in subdivision (a) after a hearing if requested by the party deemed in noncompliance. Any fine assessed pursuant to this subdivision shall be paid within 30 days after receipt of the assessment.

(1) Assess against and collect from a depository a fine not to exceed two hundred fifty dollars (\$250) for each day the depository fails to maintain with the agent of depository securities as required by Section 53652.

(2) Assess against and collect from a depository a fine not to exceed one hundred dollars (\$100) for each day beyond the time period specified in subdivision (b) of Section 53663 the depository negligently or willfully fails to file in the office of the administrator a written report required by that section.

(3) Assess against and collect from a depository a fine not to exceed one hundred dollars (\$100) for each day beyond the time period specified in subdivision (e) that a depository negligently or willfully fails to file in the office of the administrator a written report required by that subdivision.

(4) Assess and collect from an agent of depository a fine not to exceed one hundred dollars (\$100) for each day the agent of depository fails to comply with any of the applicable sections specified in subdivision (a) or any applicable regulation or order issued thereunder.

(l)(1) In the event that a depository or agent of depository fails to pay a fine assessed by the administrator pursuant to subdivision (k) within 30 days of receipt of the assessment, the administrator may assess and collect an addi-

tional penalty of 5 percent of the fine for each month or part thereof that the payment is delinquent.

(2) If a depository fails to pay the fines or penalties assessed by the administrator, the administrator may notify local agency treasurers with deposits in the depository.

(3) If an agent of depository fails to pay the fines or penalties assessed by the administrator, the administrator may notify local agency treasurers who have authorized the agent of depository as provided in Sections 53649 and 53656, and may by order revoke the authorization of the agent of depository as provided in subdivision (i).

(m) The amendments to this section enacted by the Legislature during the 1999–2000 Regular Session shall become operative on January 1, 2001.

53663

(a) Each agent of depository shall report in writing to the administrator within two business days after any withdrawal, substitution or addition of pooled securities and shall state the name and market value of the securities withdrawn, substituted or added together with the total deposits then secured by the pool. This information shall be available from the administrator to the treasurer upon request.

(b) Each depository shall report in writing to the administrator weekly, giving the total amount of all deposits held by the depository pursuant to this article. The report shall be as of close of business on Wednesday of each week and shall be delivered to the office of the administrator, deposited in the United States mail, postage prepaid, or delivered electronically via email, or other electronic means approved by the administrator, addressed to the office of the administrator, within five business days. Where there has occurred no change in the deposits required to be held by the depository pursuant to this article, the report required by this subdivision need only state that fact.

53664

The individual reports specified in Sections 53654, 53660, 53661, and 53663 are not public documents and are not open to inspection by the public.

53665

If a depository fails to pay all or part of the deposits of a local agency secured by pooled securities in accordance with the contract provided for in Section 53649, and on demand of its treasurer or other authorized official and the treasurer files a report with the administrator, or if the depository fails:

(a) In case the pooled securities consist of securities other than securities of the class described in subdivision (p) of Section 53651, the administrator shall order the agent of depository holding the pooled securities to convert into money that portion of the pooled securities necessary to produce an amount equal to the sum of (i) the deposits of the local agency, (ii) any accrued interest

due on the deposits, and (iii) the reasonable expenses of the agent of depository in complying with the order of the administrator and to pay the sum of items (i) and (ii) to the treasurer in satisfaction of the deposits. The agent of depository shall be reimbursed out of the proceeds of the conversion for its reasonable expenses in complying with the order of the administrator, as approved by the administrator. Any excess moneys resulting from the conversion shall be retained by the agent of depository as part of the securities pool until the depository substitutes for the excess moneys securities having a market value sufficient to bring the total of pooled securities up to the amount required by Section 53652.

(b) In case the pooled securities consist of a security of the class described in subdivision (p) of Section 53651, the administrator shall draw on the letter of credit an amount equal to the sum of (i) the deposits of the local agency, (ii) any accrued interest on the deposits, and (iii) the reasonable expenses of the administrator in paying the deposits and pay the sum of items (i) and (ii) to the treasurer in satisfaction of the deposits.

53666

The only liability that shall attach to the administrator as the result of the operation of this article is that which would attach as a result of other laws of this state.

53667

(a) Expenses incurred by the administrator in carrying out the duties and responsibilities assigned to the administrator by the sections specified in subdivision (a) of Section 53661, shall be borne by the Local Agency Deposit Security Fund, which is hereby created and continuously appropriated to the administrator for the administration of the sections specified in subdivision (a) of Section 53661. This fund shall consist of fines levied pursuant to Section 53661, fees collected pursuant to the sections specified in subdivision (a) of Section 53661, and assessments levied pursuant to this section.

(b) Each fiscal year the administrator shall levy an assessment on a pro rata basis on those depositories which at any time during the preceding fiscal year held local agency deposits. The total assessment levied on all of those depositories shall be in an amount which, when added to the amount of fines and fees that the administrator estimates will be collected during the fiscal year when the assessment is levied, is sufficient in the judgment of the administrator to meet the expenses of the administrator in administering the sections specified in subdivision (a) of Section 53661 and to provide a reasonable reserve for contingencies. The basis of the apportionment of the assessment among the depositories assessed shall be the proportion that the average amount of local agency deposits held by each of those depositories bears to the average total amount of local agency deposits held by all of those depositories as shown by the reports of depositories to the administrator for the preceding fiscal year, as required in subdivision (e) of Section 53661; provided, however, that the amount of the assessment levied on each of those depositories shall be not less than twenty-five dollars (\$25).

(c) The administrator shall notify each depository by mail of the amount levied against it. The depository shall pay the amount levied within 20 days after such notice into the Local Agency Deposit Security Fund for the administration of the sections specified in subdivision (a) of Section 53661. If payment is not made to the administrator within such time, the administrator shall assess and collect, in addition to the annual assessment, a penalty of 5 percent of the assessment for each month or part thereof that the payment is delinquent. If a depository fails to pay the assessment or penalties assessed by the administrator, the administrator may notify local agency treasurers with deposits in the depository.

53669

The treasurer or other authorized official is not responsible for money while it is deposited pursuant to this article.

53676

The treasurer is not responsible for securities delivered to and receipted for by any bank, savings and loan association, credit union, federally insured industrial loan company, or trust company.

53678

The charges for the handling and safekeeping of any such securities are not a charge against the treasurer but shall be paid by the depository owning the securities.

53679

So far as possible, all money belonging to a local agency under the control of any of its officers or employees other than the treasurer shall, and money deposited as bail coming into the possession of a judge or officer of a superior court may, be deposited as active deposits in the state or national bank, inactive deposits in the state or national bank or state or federal association, federal or state credit union, or federally insured industrial loan company in this state selected by the officer, employee, or judge of the court. For purposes of this section, an officer or employee of a local agency and a judge or officer of a superior court are prohibited from depositing local agency funds or money coming into their possession into a state or federal credit union if an officer or employee of the local agency, or a judge or officer of a superior court, also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or supervisory committee, of the particular state or federal credit union. That money is subject to this article except:

(a) Deposits in an amount less than that insured pursuant to federal law are not subject to this article.

For deposits in excess of the amount insured under any federal law a contract in accordance with Section 53649 is required and the provisions of this article shall apply.

(b) Interest is not required on money deposited in an active deposit by a judge or officer of a superior court.

(c) Interest is not required on money deposited in an active deposit by an officer having control of a revolving fund created pursuant to Chapter 2 (commencing with Section 29300) of Division 3 of Title 3.

(d) Interest is not required on money deposited in an active deposit by an officer having control of a special fund established pursuant to Article 5 (commencing with Section 29400) or Article 6 (commencing with Section 29430) of Chapter 2 of Division 3 of Title 3.

53679.1

Notwithstanding any other provision of law, the accounting practices of each county utilized prior to the effective date of this section relating to interest on trust funds shall be deemed appropriate and to have been made under the direction of the board of supervisors of that county. This section is declaratory of the law in existence prior to the enactment of this section.

53680

A tax collector of a local agency shall immediately deposit with the treasurer all money under his control, unless he deposits the money in a depository pursuant to this article under permission and instructions of the treasurer having authority to make such deposit.

53681

An officer or employee of a local agency who deposits money belonging to, or in the custody of, the local agency in any other manner than that prescribed in this article is subject to forfeiture of his office or employment.

53682

Notwithstanding any other provision in this article except Section 53652, the treasurer may deposit moneys in and enter into contracts with any depository, as defined in subdivision (c) of Section 53630, for services to be rendered by that depository that in the treasurer's judgment are to the public advantage. One copy of each contract entered into under this section shall be filed with the auditor or corresponding officer of the local agency. The contract shall:

- (a) Fix the duration of compensating deposits, if any.
- (b) Fix the interest rate of that compensating deposit, if any.
- (c) Specify the services to be rendered by the depository.
- (d) Indicate whether the depository shall bear the expenses of transportation of the money to and from the depository.
- (e) Fix the consideration payable by the agency for such services.

(f) Specify who may deposit moneys into the treasurer's active account and how those persons are to make those deposits.

53683

Notwithstanding any other provision in this article, the consideration payable by the agency as specified in subdivision (e) of Section 53682 shall be paid by the treasurer by applying such consideration as costs applied on a pro rata basis against the interest earned by all the agencies for which the treasurer invests.

53684

(a) Unless otherwise provided by law, if the treasurer of any local agency, or other official responsible for the funds of the local agency, determines that the local agency has excess funds which are not required for immediate use, the treasurer or other official may, upon the adoption of a resolution by the legislative or governing body of the local agency authorizing the investment of funds pursuant to this section and with the consent of the county treasurer, deposit the excess funds in the county treasury for the purpose of investment by the county treasurer pursuant to Section 53601 or 53635, or Section 20822 of the Revenue and Taxation Code.

(b) The county treasurer shall, at least quarterly, apportion any interest or other increment derived from the investment of funds pursuant to this section in an amount proportionate to the average daily balance of the amounts deposited by the local agency and to the total average daily balance of deposits in the investment pool. In apportioning and distributing that interest or increment, the county treasurer may use the cash method, the accrual method, or any other method in accordance with generally accepted accounting principles. Prior to distributing that interest or increment, the county treasurer may deduct the actual costs incurred by the county in administering this section in proportion to the average daily balance of the amounts deposited by the local agency and to the total average daily balance of deposits in the investment pool.

(c) The county treasurer shall disclose to each local agency that invests funds pursuant to this section the method of accounting used, whether cash, accrual, or other, and shall notify each local agency of any proposed changes in the accounting method at least 30 days prior to the date on which the proposed changes take effect.

(d) The treasurer or other official responsible for the funds of the local agency may withdraw the funds of the local agency pursuant to the procedure specified in Section 27136.

(e) Any moneys deposited in the county treasury for investment pursuant to this section are not subject to impoundment or seizure by any county official or agency while the funds are so deposited.

(f) This section is not operative in any county until the board of supervisors of the county, by majority vote, adopts a resolution making this section operative in the county.

(g) It is the intent of the Legislature in enacting this section to provide an alternative procedure to Section 51301 for local agencies to deposit money in the county treasury for investment purposes. Nothing in this section shall, therefore, be construed as a limitation on the authority of a county and a city to contract for the county treasurer to perform treasury functions for a city pursuant to Section 51301.

53686

(a) Any audit conducted relating to the investment of local agency funds and other funds by the county treasurer in the county fund maintained pursuant to Section 53684 shall be rendered to the depository, the auditor, the controller, the secretary, or the corresponding officer of the local agency, the treasurer or other official responsible for the funds of any local agency that has funds on deposit in the county treasury, and the presiding judge of any superior court that has ordered, pursuant to Section 3412, Section 3413, or Section 3611 of the Probate Code, that assets of an estate be deposited with the county treasurer for deposit or investment.

(b) Any report rendered pursuant to Section 53646 shall be provided to the treasurer or other official responsible for the funds of any local agency that has funds on deposit in the county treasury.

Government Code Section 53820 – 53821.5

53820

As used in this article, “local agency” means county, city, regional park district, school district, community college district, or any other municipal or public corporation or district.

53821.

Subsequent to approval of the final budget and levy of taxes, if funds are needed for the immediate requirements of a local agency in any fiscal year to pay obligations lawfully incurred in the fiscal year and before the receipt of income for the fiscal year sufficient to meet the payments, money may be borrowed by:

(a) The legislative body of a county on the recommendation of the auditor and treasurer.

(b) The legislative body of the county having the largest area within the regional park district on the recommendation of the auditor and treasurer.

(c) A school district, county board of education, or community college district on the request of two-thirds of the members of its governing board, approved by the county auditor and treasurer.

(d) A regional park district on the request of four-fifths of the members of its legislative body, approved by the auditor and treasurer of the county having the largest area within the district.

(e) The legislative body of a city on the recommendation of the city treasurer and chief accounting officer.

(f) The legislative body of any other municipal or public corporation or district on the recommendation of the officers performing the functions of auditor and treasurer.

53821.5

Proceeds of sales or funds set aside for the repayment of any notes issued pursuant to this article shall not be invested for a term that exceeds the term of the notes.

Government Code Section 53840-53841.5

53840

It is hereby declared the intention of the Legislature by the enactment of this article to provide an alternative procedure under which short term loans may be procured by those counties in which the board of supervisors has declared it to be county policy to make advances of current operating requirements to subsidiary political subdivisions required by law to deposit their funds in the county treasury as such advances are authorized by the provisions of Section 25 of Article XIII of the State Constitution. In any such county the board of supervisors, upon recommendation of the county treasurer with the approval of the county auditor, may borrow on July 1st or thereafter such amounts as may be required to meet current obligations payable by the county treasury, pending collection of the revenue provided for the year in progress. Amounts so borrowed shall be evidenced by notes signed by the chairman of the board of supervisors, the county auditor and the county treasurer, and the liability created thereby shall be secured by a lien on all revenue to accrue to the county treasury from any source during the year then in progress.

53841

Any amounts borrowed by a county as provided in the preceding section shall not exceed 85 percent of the total of taxes levied for all purposes on said county's tax roll for the next preceding fiscal year, and at no time during the year for which borrowed shall the unpaid total of the amounts so borrowed as shown by the auditor's accounts at the close of any month be allowed to remain at more than 85 percent of the uncollected balance of taxes for the current year as shown by said accounts.

53841.5

Proceeds of sales or funds set aside for the repayment of any notes issued pursuant to this article shall not be invested for a term that exceeds the term of the notes.

Government Code Section 53850-53851.5

53850

(a) As used in this article, “local agency” means a county, city and county, city, school district of any type, community college district, county board of education, or any other municipal or public corporation or district.

(b) For purposes of this article only, “local agency” also includes a charter school. This subdivision does not make a charter school a local agency for any purpose other than for this article.

53851

The powers conferred by this article are in addition to and an alternative to any power conferred by any other law for borrowing by a local agency and any amount borrowed hereunder shall not be considered in any limitation on the amount which may be borrowed by any such local agency under any other law.

53852

On or after the first day of any fiscal year a local agency may borrow money pursuant to this article, the indebtedness to be represented by a note or notes issued to the lender pursuant to this article. The money borrowed may be used and expended by the local agency for any purpose for which the local agency is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the local agency.

53852.5

Proceeds of sales or funds set aside for the repayment of any notes issued pursuant to this article shall not be invested for a term that exceeds the term of the notes.

Government Code Section 53859-53859.02

53859

As used in this article: (a) “local agency” means county, city and county, city, school district, community college district, or any other municipal or public corporation or district.

(b) “Grant anticipation note” means a note issued upon the security of specified accounts receivable from state or federal governments, including, without limitation, grants, loans, or a combination of both, for which funds have been appropriated and committed to a local agency.

(c) “Loan” includes, but is not limited to, a borrowing by a local agency represented or to be represented by bonds of a local agency.

53859.01

The powers conferred by this article are in addition to an alternative to any powers conferred by any other law for borrowing by a local agency and any amount borrowed hereunder shall not be considered in any limitation on the amount which may be borrowed by any such local agency under any other law.

53859.02

(a) A local agency may borrow money pursuant to this article, the indebtedness to be represented by a grant anticipation note or notes issued to the lender pursuant to this article. The money borrowed may be used and expended by the local agency solely for the purpose for which the grant or loan is to be received.

(b) Proceeds of sales or funds set aside for the repayment of any notes issued pursuant to this article shall not be invested for a term that exceeds the term of the notes.

Government Code Section 57600-57607

57600

For purposes of this division:

(a) “Local financial institution” means a certified community development financial institution, a credit union, as defined in Section 165 of the Financial Code, or a small bank or an intermediate small bank, as defined in Section 25.12 of Title 12 of the Code of Federal Regulations.

(b) (1) “Public bank” means a corporation, organized under the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code) or the Nonprofit Public Benefit Corporation Law (Part 2 (commencing with Section 5110) of Division 2 of Title 1 of the Corporations Code) for the purpose of engaging in the commercial banking business or industrial banking business, that is wholly owned by a local agency, local agencies, or a joint powers authority formed pursuant to the Joint Exercise of Powers Act (Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1) that is composed only of local agencies.

(2) A local agency located within a county with a population of less than 250,000 may organize a public bank only if it does so as part of a joint powers authority formed for those purposes.

(3) For purposes of paragraph (2), population shall be based on the most recent estimate of population data determined by the Demographic Research Unit of the Department of Finance.

(c) “Public bank license” means a certificate of authorization to transact business as a bank as described in Section 1042 of the Financial Code.

57601

(a) If a public bank is organized as a nonprofit mutual benefit corporation, the articles of incorporation shall include the following purpose statement: “This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law as a public bank. The purpose of the corporation is to engage in the commercial banking business or industrial banking business and any other lawful activities which are not prohibited to a public bank by applicable laws or regulations.”

(b) If a public bank is organized as a nonprofit public benefit corporation, the articles of incorporation shall include the following purpose statement: “This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for the public purpose of engaging in the commercial banking business or industrial banking business as a public bank.”

(c) Notwithstanding Sections 5410 and 7411 of the Corporations Code, a public bank may make distributions to its members.

(d) All provisions of law applicable to nonprofit corporations generally, including, but not limited to, the Nonprofit Corporation Law (Division 2 (commencing with Section 5000) of Title 1 of the Corporations Code) shall apply to public banks. Whenever a provision of this division applicable to public banks is inconsistent with a provision of law applicable to nonprofit mutual benefit corporations or nonprofit public benefit corporations generally, the provision of this division shall apply, and the inconsistent provision of law applicable to nonprofit mutual benefit corporations or nonprofit public benefit corporations generally shall not apply to a public bank.

57602

(a) A public bank shall obtain and maintain deposit insurance provided by the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act (12 U.S.C. Sec. 1811 et seq.).

(b) In seeking and retaining insurance, a public bank may do all things and assume and discharge all obligations required of it that are not in conflict with state law.

57603

(a) Before engaging in business, a public bank shall obtain a certificate of authorization to transact business as a bank pursuant to Division 1.1 of the Financial Code (commencing with Section 1000).

(b) A local agency shall comply with the requirements of Section 53638 with respect to its deposits in a public bank unless, with the prior approval of the Commissioner of Business Oversight, the public bank and the local agency depositor agree otherwise.

(c) Notwithstanding Section 23010, a county may lend any of its available funds to any public bank.

(d) Notwithstanding Section 53601, any local agency that does not pool money in deposits or investments with other local agencies that have separate governing bodies may invest in debt securities or other obligations of a public bank.

(e) Notwithstanding Section 53635, any local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body, may invest in debt securities or other obligations of a public bank.

(f) Notwithstanding Section 53635.2, a public bank shall be eligible to receive local agency money.

57604

(a) As used in this section:

(1) “Conducted in partnership with” means pursuant to a written agreement with a local financial institution to provide financial products and services to the public located within the jurisdiction of the public bank.

(2) “Infrastructure lending” means granting a loan or extending credit to a local agency for the purpose of building or improving public infrastructure, including housing projects, as defined in Section 34212 of the Health and Safety Code, and affordable housing, as defined in subdivision (a) of Section 62250.

(3) “Local agency banking” means providing any of the following services to a local agency:

(A) Accepting a deposit of any kind.

(B) Granting a loan or extension of credit of any kind.

(4) “Participation lending” means purchasing or selling an interest in a loan or loans originated by or sold to a local financial institution, or originating, leading, or directing a loan transaction involving a local financial institution pursuant to a written agreement with the local financial institution.

(5) “Person” means a person as defined in Section 127 of the Financial Code, except that a person does not mean a local agency as defined in Section 50001 of the Government Code, but includes any individual employed by a local agency.

(6) “Retail activities” means providing any kind of financial product or service to a person that is typically offered or provided by a local financial institution, including, but not limited to, all of the following:

(A) Accepting a deposit of any kind from a person, including the issuance of shares by a credit union.

(B) Granting a loan or extension of credit, of any kind, to a person.

(7) “Wholesale lending” means granting a loan or extension of credit to a local financial institution.

(b) Except as provided in paragraph (2) of subdivision (c), a public bank shall conduct retail activities in partnership with local financial institutions and shall not compete with local financial institutions.

(c) A public bank may do both of the following:

(1) Engage in all of the following banking activities:

(A) Local agency banking.

(B) Infrastructure lending.

(C) Wholesale lending.

(D) Participation lending.

(2) Engage in retail activities without partnering with a local financial institution, if those retail activities are not offered or provided by local financial institutions in the jurisdiction of the local agency or agencies that own the public bank.

57605

For the purposes of Section 1280 of the Financial Code, any person or entity, including a local agency, that owns, controls, or holds an ownership interest in a public bank is not a bank holding company by reason of that ownership interest.

57606

(a) Before submitting an application to organize and establish a public bank pursuant to Section 1020 of the Financial Code, a local agency shall conduct a study to assess the viability of the proposed public bank. The study shall include, but is not limited to, all of the following elements:

(1) A discussion of the purposes of the bank including, but not limited to, achieving cost savings, strengthening local economies, supporting community economic development, and addressing infrastructure and housing needs for localities.

(2) A fiscal analysis of costs associated with starting the proposed public bank.

(3) An estimate of the initial amount of capital to be provided by the local agency to the proposed public bank.

(4) Financial projections, including a pro forma balance sheet and income statement, of the proposed public bank for at least the first five years of operation. The financial projections shall include an estimate of the time period for when

expected revenues meet or exceed expected costs and an estimate of the total operating subsidy that the local agency may be required to provide until the proposed public bank generates sufficient revenue to cover its costs. In addition to projections that assume favorable economic conditions, the analysis shall also include a downside scenario that considers the effect of an economic recession on the financial results of the proposed public bank. The projections may include the downside scenario of continuing to do business with the local government's current banker or bankers.

(5) A legal analysis of whether the proposed structure and operations of the public bank would likely comply with Section 6 of Article XVI of the California Constitution, but nothing herein shall compel the waiver of any attorney-client privilege attaching to that legal analysis.

(6) An analysis of how the proposed governance structure of the public bank would protect the bank from unlawful insider transactions and apparent conflicts of interest.

(b) The study may include any of the following elements:

(1) A fiscal analysis of benefits associated with starting the proposed public bank, including, but not limited to, cost savings, jobs created, jobs retained, economic activity generated, and private capital leveraged.

(2) A qualitative assessment of social or environmental benefits of the proposed public bank.

(3) An estimate of the fees paid to the local agency's current banker or bankers.

(4) A fiscal analysis of the costs, including social and environmental, of continuing to do business with the local agency's current banker or bankers.

(c) (1) The study required by subdivision (a) shall be presented to and approved by the governing body of the local agency, and a motion to move forward with an application for a public banking charter shall be approved by a majority vote of the governing body at a public meeting prior to the local agency submitting an application pursuant to Section 1020 of the Financial Code. In addition, the local agency shall include a copy of the study required by subdivision (a) in the application submitted to the Commissioner of Business Oversight.

(2) Before the local agency submits an application pursuant to Section 1020 of the Financial Code, the motion to move forward with an application for a public banking charter shall be subject to voter approval at the next regularly scheduled election held at least 180 days following the vote of the governing body.

(3) The voter approval requirement described in paragraph (2) shall apply to a local agency entering into a joint powers authority formed pursuant to the Joint Exercise of Powers Act (Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1) after the study required in subdivision (a) has been completed and before submitting an application to organize and establish a public bank pursuant to Section 1020 of the Financial Code.

(4) As used in paragraphs (2) and (3), "local agency" does not include a charter city.

(d) The local agency shall make available to the public the financial models and key assumptions used to estimate the elements described in paragraphs (2) through (4) of subdivision (a) before presenting the study to the governing body of the local agency as required by subdivision (c).

57607

(a) The Commissioner of Business Oversight shall not issue more than two public bank licenses in a calendar year.

(b) The Commissioner of Business Oversight shall not issue a public bank license if issuing that public bank license would cause there to be more than 10 public banks authorized to transact business pursuant to Division 1.1 (commencing with Section 1000) of the Financial Code.

(c) The Commissioner of Business Oversight shall conduct a study of public banking in California within two years after the date upon which the commissioner issues the 10th public bank license.

(d) The Commissioner of Business Oversight shall not issue a public bank license after the expiration of a period of seven years from the date upon which the commissioner first promulgates regulations for the purpose of carrying out the commissioner's duties under this division.

Glossary

A

ACTIVE MANAGEMENT STRATEGY

Investment strategy based on a manager or a team of managers actively managing a fund's portfolio with the goal of outperforming benchmarks through analytical research, forecasts, and their own judgment and experience.

ACCRETION

The accumulation of value that occurs during the duration or time between a bond's issuance and maturity.

ACCRUED INTEREST

Coupon interest accumulated on a bond or note since the last interest payment or, for a new issue, from the dated date to the date of delivery.

AMORTIZATION OF COSTS

Reconciliation of the purchase price of a security and par value resulting in net interest.

ARBITRAGE

Transactions by which securities are bought and sold in different markets at the same time for the sake of the profit arising from a yield difference in the two markets. The 1986 Tax Reform Act made this practice by municipalities illegal solely as a borrowing tactic, except under certain safe-harbor conditions.

ASSET ALLOCATION

The division of an investment portfolio among different asset categories, such as stocks, bonds, and cash.

ASSET-BACKED SECURITIES

Securities that are supported by pools of assets, such as installment loans or leases, or by pools of revolving lines of credits. Asset-backed securities are structured as trusts in order to perfect a security interest in the underlying assets.

AVERAGE

An arithmetic mean of selected stocks intended to represent the behavior of the market or some component of it.

B

BANK DEPOSITS

Deposits in banks or other depository institutions that may be in the form of demand accounts (checking) or investments in accounts that have a fixed term and negotiated rate of interest.

BANK NOTES

A senior, unsecured, direct obligation of a bank or U. S. branch of a foreign bank.

BANKERS' ACCEPTANCE

A draft or bill or exchange accepted by a bank or trust company. The accepting institution, as well as the issuer, guarantees payment of the bill.

BASIS POINTS

Refers to the yield on bonds. Each percentage point of yield in bonds equals 100 basis points (1/100% or 0.01%). If a bond yield changes from 7.25% to 7.39%, that is a rate of 14 basis points.

BENCHMARK

A passive index used to compare the performance, relative to risk and return, of an investor's portfolio.

BOND PROCEEDS

The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These moneys are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

BONDS

A debt obligation of a firm or public entity. A bond represents the agreement to repay the debt in principal and, typically, in interest on the principal.

BOOK RETURN

Book return includes interest, amortization/accretion of premiums/discounts, realized gains and losses, over a given period of time.

BOOK VALUE

The value at which an asset is carried on a balance sheet.

BROKER

A person or firm that acts as an intermediary by purchasing and selling securities for others rather than for its own account.

BUY AND HOLD STRATEGY

A strategy based on holding all securities until maturity, regardless of fluctuations in the market.

C**CALL OPTION**

The terms of the bond contract giving the issuer the right to redeem or call an outstanding issue of bonds prior to its stated date of maturity.

CALL RISK

The risk to a bondholder that the bond issuer will exercise a callable bond feature and redeem the issue prior to maturity.

CALLABLE SECURITIES

An investment security that contains an option allowing the issuer to retire the security prior to its final maturity date.

CASH FLOW

A comparison of cash receipts (revenues) to required payments (debt service, operating expenses, etc.).

CERTIFICATE OF DEPOSIT

A short-term, secured deposit in a financial institution that usually returns principal and interest to the lender at the end of the loan period. Certificates of Deposit (CDs) differ in terms of collateralization and marketability. Those appropriate to public agency investing include:

Negotiable Certificates of Deposit

Generally, short-term debt instrument that usually pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. The majority of negotiable CDs mature within six months while the average maturity is two weeks. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor). Negotiable CDs are insured by FDIC up to \$250,000, but they are not collateralized beyond that amount.

Non-Negotiable Certificates of Deposit

CDs that carry a penalty if redeemed prior to maturity. A secondary market does exist for non-negotiable CDs, but redemption includes a transaction cost that reduces returns to the investor. Non-negotiable CDs issued by banks and savings and loans are insured by the Federal Deposit Insurance Corporation up to the amount of \$250,000, including principal and interest. Amounts deposited above this amount may be secured with other forms of collateral through an agreement between the investor and the issuer. Collateral may include other securities including Treasuries or agency securities such as those issued by the Federal National Mortgage Association.

CDARS (CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM)

A private CD placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insur-

ance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

CD PLACEMENT SERVICE

A service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution while still maintaining FDIC insurance coverage. See “CDARS”.

COLLATERALIZATION OF DEPOSITS

Process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing the repayment of deposited funds.

COMMERCIAL PAPER

An unsecured short-term promissory note issued by corporations or municipalities, with maturities ranging from 2 to 270 days.

CONVEXITY

A measure of the price sensitivity of a fixed income security to changes in interest rates. Convexity is influenced by such factors as the coupon rate, maturity, and any call options that may or may not exist. Prices rise at increasing rates as yields fall and prices decline at decreasing rates as yields rise.

CORPORATE NOTES AND BONDS

Debt instruments, typically unsecured, issued by corporations, with original maturities in most cases greater than one year and less than ten years.

COUNTY POOLED INVESTMENT FUNDS

The aggregate of all funds from public agencies placed in the custody of the county treasurer or chief finance officer for investment and reinvestment.

COUPON

The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value; a certificate attached to a bond evidencing interest due on a payment date.

CREDIT RATING

Various alphabetical and numerical designations used by credit rating or nationally recognized statistical rating organizations (NRSROs), institutional investors, Wall Street underwriters, and commercial rating companies to give relative indications of bond and note creditworthiness.

Long-term Ratings

The three most commonly used NRSROs are Standard & Poor's, Fitch Ratings, and Moody's. Standard & Poor's and Fitch Ratings use the same system, starting with their high-est rating, of AAA, AA, A, BBB, BB, B, CCC, CC, C, and D for default. Moody's Investors Service uses Aaa, Aa, A, Baa, Ba, B, Caa, and Ca. Each of the services use pluses (+), minuses (-), or numerical modifiers to indicate steps within each category. The S&P ratings from AA to CCC may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating

category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category. The top four letter categories are considered investment grade ratings.

Short-term Ratings

Standard & Poor's short-term ratings system is A-1+, A-3, B, C, and / for default. Fitch Ratings use F1+, F3, B, C, and / for default. Finally, Moody's uses P1 and P3, anything below P3 is considered not prime.

CREDIT RISK

The chance that an issuer will be unable to make scheduled payments of interest and principal on an outstanding obligation. Another concern for investors is that the market's perception of an issuer/borrower's credit will cause the market value of a security to fall, even if default is not expected.

CUSIP NUMBER

The Committee on Uniform Security Information Procedures (CUSIP) Number refers to a security's identification number assigned to each publicly traded security by the CUSIP Service Bureau operated by Standard & Poor's for the American Bankers Association. The CUSIP Number is a nine-character identifier unique to the issuer, the specific issue and the maturity, if applicable (the first six characters identifying the issuer, the next two identifying the security and the last digit providing a check digit to validate the accuracy of the preceding CUSIP number).

CUSTODIAN

A bank or other financial institution that keeps custody of stock certificates and other assets.

D

DEALER

Someone who acts as a principal in all transactions, including underwriting, buying, and selling securities, including from his/her own account.

DEFAULT RISK

The risk that issuers/borrowers will be unable to make the required payments on their debt obligations.

DEFEASED BOND ISSUES

Issues that have sufficient money to retire outstanding debt when due so that the agency is released from the contracts and covenants in the bond document.

DELIVERY VS. PAYMENT (DVP)

The payment of cash for securities as they are delivered and accepted for settlement.

DERIVATIVE

Securities that are based on, or derived from, some underlying asset, reference date, or index.

DISCOUNT

Discount means the difference between the par value of a security and the cost of the security, when the cost is below par. Investors purchase securities at a discount when return to the investor (yield) is higher than the stated coupon (interest rate) on the investment.

DISCOUNT RATE

The interest rate used in discounted cash flow (DCF) analysis to determine the present value of future cash flows. The discount rate in DCF analysis takes into account not just the time

value of money, but also the risk or uncertainty of future cash flows; the greater the uncertainty of future cash flows, the higher the discount rate.

DIVERSIFICATION

The allocation of different types of assets in a portfolio to mitigate risks and improve overall portfolio performance.

DURATION

A measure of the timing of the cash flows to be received from a security that provides the foundation for a measure of the interest rate sensitivity of a bond. Duration is a volatility measure and represents the approximate percentage change in price divided by the percentage change in interest rates. A high duration measure indicates that for a given level of movement in interest rates, prices of securities will vary considerably.

E

EFFECTIVE DURATION

Duration measures the weighted average of the present value of the cash flows of a fixed-income investment. Effective duration measures the price sensitivity of fixed-income investments, especially for those with embedded option features such as call options. As yields rise, the effective duration of a callable investment rises to reflect the fact that it has become less likely to be called. The more rates rise, the longer the effective duration will become, approaching the duration to maturity. The converse is true in a declining interest rate environment (that is, the more rates fall, the shorter the effective duration will become, approaching the duration to call). For securities without an embedded option, the duration to call, maturity, and effective duration

are all the same. The calculation for effective duration is complicated and involves averaging the duration under a simulation of many possible interest rate scenarios in the future.

EVENT RISK

The risk associated with a changing portfolio value due to a market event causing swings in market prices and/or spreads.

EXTENDABLE NOTES

Securities with maturity dates that can be extended by mutual agreement between the issuer and investor. When investing in these types of securities, the maturity date plus the stated extendable option must not exceed the time frames that are allowed in California Government Code or the investment policy for the investment type.

F

FIDUCIARY

An individual who holds something in trust for another and bears liability for its safekeeping.

FIRST TIER SECURITIES

Securities that have received short-term debt ratings in the highest category from the requisite nationally recognized statistical-rating organizations (NRSROs), or are comparable unrated securities, or are issued by money market funds, or government securities. [See SEC Rules: Paragraph (A)(12) of rule 2A-7.]

FLOATING RATE SECURITY

A security that has a variable or “floating” interest rate.

G

GOVERNMENT ACCOUNTING STANDARDS BOARD (GASB)

A standard-setting body, associated with the Financial Accounting Foundation, which prescribes standard accounting practices for governmental units.

GOVERNMENT SPONSORED ENTERPRISES (GSE)

Privately held corporations with public purposes created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy. Securities issued by GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over Treasuries.

GUARANTEED INVESTMENT CONTRACT (GIC)

An agreement acknowledging receipt of funds for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid.

I

IRMA

An independent registered municipal advisor (IRMA) is registered as a municipal advisor with the SEC and MSRB and has a fiduciary duty to the issuer(s) that he/she advises on the issuance of municipal securities and investment of the proceeds of issued debt.

IRMA EXEMPTION

Pursuant to the Municipal Advisor Rule (MA Rule), underwriters may provide advice to municipal issuers only where certain exceptions or

exemptions apply. The Independent Registered Municipal Advisor Exemption (IRMA Exemption) applies where: (1) the issuer has retained an IRMA that is not recently associated (within the last two years of seeking to use the exemption) with the underwriter, (2) the underwriter receives a written notice from the issuer that they are represented by the IRMA and will rely on their advice, and the underwriter can reasonably rely on that notice, and (3) the underwriter provides a written notice to the issuer and IRMA stating that the underwriter is not a municipal advisor and has no fiduciary duty to the issuer, and the issuer must have adequate time to review that notice.

INDEX

An index is an indicator that is published on a periodic basis that shows the estimated price and/or yield levels for various groups of securities.

INTEREST

The amount a borrower pays to a lender for the use of his or her money.

INTEREST RATE RISK

Interest rate risk is the risk that an investment's value will change due to a change in the absolute level of interest rates, spread between two rates, shape of the yield curve, or any other interest rate relationship.

INVESTMENT AGREEMENTS

Investment agreements are contracts with respect to funds deposited by an investor. Investment agreements are often separated into those offered by banks and those offered by insurance companies. In the former case, they are sometimes referred to as “bank investment contracts.”

INVESTMENT OVERSIGHT COMMITTEE

A committee of three to eleven members formed under Section 27131 to monitor and review a county's investment policy by causing an annual audit and discussing its finding at an open meeting. Although cities and other local agencies are not required to compose an investment oversight committee, the State Legislature has declared that all local agencies “should participate in reviewing the policies that guide the investment of those funds.”

INSTITUTIONAL ACCOUNT

As defined by the Financial Industry Regulatory Authority (FINRA), an institutional account includes one of the following: (1) a bank, savings and loan association, insurance company or registered investment company; (2) an investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions); or (3) any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least \$50 million.

L

LIBOR

Acronym for “London Interbank Offered Rate,” which represents the average rate at which a leading bank can obtain unsecured funding in the London interbank market. LIBOR serves as a benchmark for various interest rates. Obligations of parties to such transactions are typically expressed as a spread to LIBOR.

LIQUIDITY

The measure of the ability to convert an instrument to cash on a given date at full face or par value.

LIQUIDITY RISK

The risk that a security, sold prior to maturity, will be sold at a loss of value. For a local agency, the liquidity risk of an individual investment may not be as critical as how the overall liquidity of the portfolio allows the agency to meet its cash needs.

LOCAL AGENCY INVESTMENT FUND

A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP)

Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

M**MARKET RISK**

The chance that the value of a security will decline as interest rates rise. In general, as interest rates fall, prices of fixed income securities rise. Similarly, as interest rates rise, prices fall. Market risk also is referred to as systematic risk or risk that affects all securities within an asset class similarly.

MARKET VALUE

The price at which a security is trading and presumably could be purchased or sold at a particular point in time.

MATURITY

The date on which the principal or stated value of an investment becomes due and payable.

MEDIUM-TERM NOTE

Corporate or depository institution debt securities meeting certain minimum quality standards (as specified in the California Government Code) with a remaining maturity of five years or less.

MONEY MARKET MUTUAL FUNDS

MMF's are mutual funds that invest exclusively in short-term money market instruments. MMF's seek the preservation of capital as a primary goal while maintaining a high degree of liquidity and providing income representative of the market for short-term investments.

MORTGAGE BACKED SECURITIES

Mortgage-backed securities (MBS) are created when a mortgagee or a purchaser of residential real estate mortgages creates a pool of mortgages and markets undivided interests or participations in the pool. MBS owners receive a prorata share of the interest and principal cash flows (net of fees) that are "passed through" from the pool of mortgages. MBS are complex securities whose cash flow is determined by the characteristics of the mortgages that are pooled together. Investors in MBS face prepayment risk associated with the option of the underlying mortgagors to pre-pay or payoff their mortgage. Most MBS are issued and/or guaranteed by federal

agencies and instrumentalities (e.g., Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA), and Federal Home Loan Mortgage Corporation (FHLMC)).

MORTGAGE PASS-THROUGH OBLIGATIONS

Securities that are created when residential mortgages (or other mortgages) are pooled together and undivided interests or participations in the stream of revenues associated with the mortgages are sold.

MUNICIPAL ADVISOR RULE (MA RULE)

A regulation of non-dealer "municipal advisors" such as financial advisors, swap advisors, GIC brokers, etc. In addition, the rule pertains to banks and broker dealers acting as municipal advisors. Municipal advisors have a fiduciary responsibility to the government agency receiving their services and they must register with the Securities Exchange Commission (SEC). Municipal finance professionals that do not have a fiduciary duty to issuers cannot provide advice to governments unless certain exemptions are met. The SEC has published a list of frequently asked questions: www.sec.gov/info/municipal/mun-advisors-faqs.pdf.

MUNICIPAL NOTES, BONDS, AND OTHER OBLIGATIONS

Obligations issued by state and local governments to finance capital and operating expenses.

MUTUAL FUNDS

An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments.

N

NET ASSET VALUE

Net asset value (NAV) is a term used in the mutual fund industry to determine the average price per share of a pool or mutual fund. How this measure varies over time provides information on whether the pool is stable or variable. NAV is the market value of all securities in a mutual fund, less the value of the fund's liabilities, divided by the number of shares in the fund outstanding. Shares of mutual funds are purchased at the fund's offered NAV.

NET PRESENT VALUE

An amount that equates future cash flows with their value in present terms.

NEW ISSUE

Securities sold during the initial distribution of an issue in a primary offering by the underwriter or underwriting syndicate.

NOTE

A written promise to pay a specified amount to a certain entity on demand or on a specified date. Usually bearing a short-term maturity of a year or less (though longer maturities are issued—see "Medium-Term Note").

O

OPTIONS

An option is a contract that gives the buyer the right to buy or sell an obligation at a specified price for a specified time. Exchange Traded Options are standardized option contracts that are actively traded on the Chicago Board of Exchange on a daily basis whereas Over-the-Counter Options are traded directly between the

buyer and seller at agreed upon prices and conditions (the former type of option is therefore more liquid than the latter).

P

PAR AMOUNT OR PAR VALUE

The principal amount of a note or bond which must be paid at maturity. Par, also referred to as the “face amount” of a security, is the principal value stated on the face of the security. A par bond is one sold at a price of 100 percent of its principal amount.

PLACEMENT SERVICE CERTIFICATES OF DEPOSIT

Certificates of deposit placed with a private sector entity that assists in the placement of certificates of deposit with eligible financial institutions located in the United States.

PLACEMENT SERVICE DEPOSIT

Deposits at depository institutions placed by a private sector placement service entity.

PORTFOLIO

Combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or other asset. The purpose of a portfolio is to reduce risk by diversification.

PREMIUM

Premium means the difference between the par value of a security and the cost of the security, when the cost is above par. Investors pay a premium to purchase a security when the return to the investor (yield) is lower than the stated coupon (interest rate) on the investment.

PRICE

Price is the amount of monetary consideration required by a willing seller and a willing buyer to sell an investment on a particular date.

PRINCIPAL

The face value or par value of a debt instrument, or the amount of capital invested in a given security.

PROSPECTUS

A disclosure document that must be provided to any prospective purchaser of a new securities offering registered with the SEC that typically includes information on the issuer, the issuer’s business, the proposed use of proceeds, the experience of the issuer’s management, and certain certified financial statements (also known as an “official statement”).

PRUDENT INVESTOR STANDARD

A standard of conduct where a person acts with care, skill, prudence, and diligence when investing, re-investing, purchasing, acquiring, exchanging, selling, and managing funds. The test of whether the standard is being met is if a prudent person acting in such a situation would engage in similar conduct to ensure that investments safeguard principal and maintain liquidity.

PUBLIC BANK

A corporation, organized as either a nonprofit mutual benefit corporation or a nonprofit public benefit corporation for the purpose of engaging in the commercial banking business or industrial banking business, that is wholly owned by a local agency, as specified, local agencies, or a joint powers authority.

Q

QUALIFIED INSTITUTIONAL BUYER

Federal regulations define qualified instructional buyer (QIB) as any of the following entities, acting for its own account or the accounts of other QIBs, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity: insurance company, investment company, small business investment company, a plan (established and maintained by a public agency) for the benefit of its employees, employee benefit plan, trust fund (bank or trust company), business development company, 501(c)(3), investment adviser, and dealer.

R

REINVESTMENT RISK

The risk that interest rates may be lower than the yield on a fixed income security when the investor seeks to reinvest interest income or repaid principal from the security.

REPURCHASE AGREEMENTS

An agreement of one party (for example, a financial institution) to sell securities to a second party (such as a local agency) and simultaneous agreement by the first party to repurchase the securities at a specified price from the second party on demand or at a specified date.

REVERSE REPURCHASE AGREEMENTS

An agreement of one party (for example, a financial institution) to purchase securities at a specified price from a second party (such as a public agency) and a simultaneous agreement

by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

RISK

The uncertainty of maintaining the principal or interest associated with an investment due to a variety of factors.

RULE G-37 OF THE MUNICIPAL SECURITIES RULEMAKING BOARD

Federal regulations to sever any connection between the making of political contributions and the awarding of municipal securities business.

S

SAFEKEEPING SERVICE

Offers storage and protection of assets provided by an institution serving as an agent.

SAFETY

In the context of investing public funds, safety relates to preserving the principal of an investment in an investment portfolio; local agencies address the concerns of safety by controlling exposure to risks.

SECURITIES AND EXCHANGE COMMISSION (SEC)

The federal agency responsible for supervising and regulating the securities industry.

SECURITIES LENDING AGREEMENT

An agreement of one party (for example, a local agency) to borrow securities at a specified price from a second party (for example, another local agency) with a simultaneous agreement by the first party to return the security at a specified price to the

second party on demand or at a specified date. These agreements generally are collateralized and involve a third party custodian to hold the securities and collateral. Economically similar to reverse repurchase agreement.

SUPRANATIONAL INSTITUTIONS

International institutions formed by two or more governments that transcend boundaries to pursue mutually beneficial economic or social goals. There are three supranational institutions that issue obligations that are eligible investments for California local agencies: the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB).

T

TAX AND REVENUE ANTICIPATION NOTES (TRANS)

Notes issued in anticipation of receiving tax proceeds or other revenues at a future date.

TOTAL RETURN

Total return includes interest, realized gains and losses, and unrealized gains and losses over a given period of time.

TRUSTEE, TRUST COMPANY OR TRUST DEPARTMENT OF A BANK

A financial institution with powers to act in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

U

UNDERWRITER

A dealer that purchases a new issue of municipal securities for resale.

U.S. TREASURY OBLIGATIONS

Debt obligations of the U.S. Government sold by the Treasury Department in the forms of bills, notes, and bonds. Bills are short-term obligations that mature in one year or less and are sold at a discount. Notes are obligations that mature between one year and ten years. Bonds are long-term obligations that generally mature in ten years or more.

W

WEIGHTED AVERAGE MATURITY (WAM)

The average maturity of all the securities that comprise a portfolio, typically expressed in days or years.

Y

YIELD

The current rate of return on an investment security generally expressed as a percentage of the securities current price.

YIELD CURVE

A graphic representation that shows the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity.

YIELD-TO-CALL

The rate of return to the investor earned from payments of principal and interest, with interest compounded semi-annually at the stated yield when the security is redeemed on a specified call date. In addition, if the security is redeemed at a premium call price, the amount of the premium is also reflected in the yield.

YIELD-TO-MATURITY

The rate of return to the investor earned from payments of principal and interest, with interest compounded semi-annually at the stated yield as long as the security remains outstanding until the maturity date.

YIELD-TO-WORST

For a given dollar price on a municipal security, the lowest of the yield calculated to the pricing call, par option or maturity.

Z

ZERO-COUPON BOND

A bond on which interest is not payable until maturity (or earlier redemption), but compounds periodically to accumulate to a stated maturity amount. Zero-interest bonds are typically issued at a discount and repaid at par upon maturity.

Index of Statutory Changes Effective 1996 to Present

1995

SB 564 **AUTHOR: JOHNSTON** **SECTION(S): 53646**

Summary of Changes: Requires treasurers to produce an annual investment policy and provide detailed quarterly investment reports.

SB 866 **AUTHOR: CRAVEN** **SECTION(S): 53601, 53635
AND 53859.02**

Summary of Changes: Authorizes the County Board of Supervisors to delegate investment authority to the County Treasurer and requires board to establish a treasury oversight committee (with specific membership requirements). Requires delivery of securities by book entry, physical delivery or third-party custodial agreement. Specifies funds invested for repayment of notes cannot exceed the term of the notes. Lastly, sets requirements for those elected or appointed to county auditor, director of finance and county treasurer.

1996

SB 864 **AUTHOR: CRAVEN** **SECTION(S): 27000.7,
AND KILLEA** **27131, 27132.1, 27132.2,
27132.3, 27136, 53601,
53601.6, 53635 AND
53646**

Summary of Changes: Restricts campaign contributions by members of county oversight committees, relaxes restrictions on repurchase agreements, increases the amount of portfolio concentration for investment in mutual funds, and allows for greater use of account statements in quarterly investment reports.

1997

No changes

1998

SB 1793 **AUTHOR: GREENE** **SECTION(S): 53601
AND 53635**

Summary of Changes: Authorizes that where there is a percentage limitation for a particular investment, that percentage is applicable only at the date of purchase. In addition, investments in repurchase agreements are considered to be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day.

1999

AB 323 **AUTHOR: BALDWIN** **SECTION(S): 27132.3**

Summary of Changes: Prohibits a member of an oversight committee from securing employment with a financial service company that does business with the committee's county treasurer for one year after leaving the committee.

AB 343 **AUTHOR: CAMPBELL** **SECTION(S): 53635.7,
53601.2 AND 53635.2**

Summary of Changes: Authorizes counties to increase the amount of commercial paper (CP) held in their portfolios from 15% to 40%, removes the 31-day dollar-weighted maturity requirement for purchases above the original 15%, limits CP investments with any single issuing corporation to 10% of the county's surplus money, and clarifies that "borrowing" does not include bank overdrafts.

AB 530 **AUTHOR: PAPAN** **SECTION(S): 53601
AND 53635**

Summary of Changes: Authorizes local governments to enter into securities lending agreements provided they meet the same statutory requirements as reverse-repurchase agreements. No more than 20% of the investment portfolio may be comprised of securities lending agreements.

AB 1679 **AUTHOR: ASSEMBLY LOCAL** **SECTION(S): 53601
GOVERNMENT COMMITTEE AND 53635**

Summary of Changes: Amends the definition of medium-term notes, specifying that these instruments shall have a remaining maximum maturity of 5 years or less. It also emphasizes that purchases of medium-term notes shall not include other investment instruments allowable under current state law.

2000

AB 2220 **AUTHOR: BATTIN** **SECTION(S): 53601,
53601.2, 53635 AND
53635.2**

Summary of Changes: Revises the maximum maturity for bankers acceptances from 270 to 180 days, and prime quality commercial paper from 180 to 270 days.

AB 2539 **AUTHOR: ASSEMBLY** **SECTION(S): 53601 AND
JUDICIARY COMMITTEE** **53635**

Summary of Changes: Non-substantive, technical changes including punctuation.

2001

AB 609 **AUTHOR: KELLEY** **SECTION(S): 53601,
53601.5, 53601.6 AND
53635**

Summary of Changes: Authorizes local agencies to invest non surplus money in a sinking fund provided that the money is not required for immediate needs. The bill also revises the definition of commercial paper and prohibits the legislative body of a local agency and the treasurer or other official having custody of the county's money from investing in negotiable certificates of deposit of a state or federal credit union if a member of the legislative body or any other specified city officer or employee also serves on the board of directors or certain committees of that credit union.

2002

AB 2182 **AUTHOR: CAMPBELL** **SECTION(S): 53601.7**

Summary of Changes: Authorizes a county or city and county to invest in high quality money market funds (direct obligations of the United States Treasury or any other obligation guaranteed as to principal and interest by the United States government, bonds, notes, debentures, or other obligations of, or securities issued by, any federal government agency, instrumentality, or government-sponsored enterprise, and state treasury notes, bonds, or registered state warrants).

AB 3034 **AUTHOR: ASSEMBLY** **SECTION(S): 53601
JUDICIARY COMMITTEE**

Summary of Changes: Non-substantive, technical changes consisting of grammatical and other errors without substantively changing the law.

SB 1326 **AUTHOR: SENATE LOCAL** **SECTION(S): 53601, 53635**
GOVERNMENT COMMITTEE **AND 53646**

Summary of Changes: Renames the California Debt and Investment Advisory Commission (CDIAC), deletes a requirement to select a vice-chair and secretary, and requires, by May 1, 2006, a specified report to the Legislature. The bill makes related changes in provisions relating to municipal investments.

2003

SB 787 **AUTHOR: BATTIN** **SECTION(S): 53601 AND**
53635

Summary of Changes: Authorizes local agencies to purchase asset-backed commercial paper of prime quality to be of the highest ranking as provided by a nationally recognized statistical-rating organization and that the entity issuing the commercial paper must meet certain conditions as stated in 53601 (g).

2004

AB 969 **AUTHOR: CORREA** **SECTION(S): 53601**

Summary of Changes: Authorizes a local agency that has surplus money or a sinking fund in its treasury to invest that money in shares of beneficial interest issued by a JPA. In addition, the bill requires a JPA issuing the shares to retain an investment advisor that meets specified criteria.

2005

No changes

2006

AB 1794 **AUTHOR: DEVORE** **SECTION(S): 53635 AND**
53601.7

Summary of Changes: Extends the sunset date to January 1, 2011 for local agencies to invest in short-term unsecured promissory notes issued by corporations for maturities of 270 days or less, and amends statute to state that no more than 10% of the total assets of the investments that a local entity makes may be invested in any one issuer's commercial paper.

AB 2011 **AUTHOR: VARGAS** **SECTION(S): 53601.8 AND**
53635.8

Summary of Changes: The bill authorizes the investment of up to 30% of surplus funds in certificates of deposit at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of certificates of deposit under specified conditions, until January 1, 2012.

2007

AB 1745 **AUTHOR: ASSEMBLY** **SECTION(S): 53601**
REVENUE AND TAXATION
COMMITTEE

Summary of Changes: This bill authorizes local agencies to invest in registered treasury notes and bonds issued by any of the 50 states.

2008

SB 1124 **AUTHOR: SENATE LOCAL** **SECTION(S): 53601, 53635**
GOVERNMENT COMMITTEE **AND 53635.8**

Summary of Changes: Repeals the requirement for local governments to provide annual statements of investment policies, and quarterly investment reports to the CDIAC. In addition, the bill corrects various incorrect statutory cross-references regarding local agency investments.

SB 1498 **AUTHOR: SENATE JUDICIARY** **SECTION(S): 53601**
COMMITTEE

Summary of Changes: Non-substantive, technical changes consisting mostly of punctuation, correcting spelling errors, updating words, i.e., may to shall, any to a, money to moneys, and use of acronym for Nationally Recognized Statistical Rating Organization.

SB 344 **AUTHOR: MACHADO** **SECTION(S): 5925**

Summary of Changes: Authorizes state and local governments to repurchase or acquire instruments and outstanding bonds issued by or on their behalf.

2009

SB 113 **AUTHOR: SENATE LOCAL** **SECTION(S): 53601.6,**
GOVERNMENT COMMITTEE **53601.8 AND 53646**

Summary of Changes: Corrects an incorrect cross reference for local agency investments in certificates of deposits and repeals requirement to submit a statement of investment policy to the CDIAC.

2010

SB 1330 **AUTHOR: SENATE JUDICIARY** **SECTION(S): 53601**
COMMITTEE

Summary of Changes: Non-substantive, technical changes consisting of changes to references within 53601 due to re-numeration of subsections of 53601 and changing the word subdivision to subdivisions.

SB 1344 **AUTHOR: KEHOE****SECTION(S): 53601.8
AND 53635.8**

Summary of Changes: Deletes the sunset date associated with the authorization for local agencies to investment up to 30% of their surplus funds in certificates of deposit at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of certificates of deposit.

2011

SB 194 **AUTHOR: SENATE
GOVERNANCE AND
FINANCE COMMITTEE****SECTION(S): 53601**

Summary of Changes: Authorizes local agencies to invest in negotiable certificates of deposit issued by a federally licensed branch of a foreign bank.

2012

SB 1033 **AUTHOR: SENATE BUDGET
AND FISCAL REVIEW
COMMITTEE****SECTION(S): 16340**

Summary of Changes: Establishes the Voluntary Investment Program Fund within the State Treasury for the receipt of voluntary deposits from local entities.

2013

AB 279 **AUTHOR: DICKINSON****SECTION(S): 53601.8
AND 53635.8**

Summary of Changes: Authorizes local agencies to invest up to 30% of their surplus funds in deposits at a commercial or savings bank, savings and loan, or credit union using a private sector deposit placement service until January 1, 2017.

2014

AB 1933 **AUTHOR: LEVINE****SECTION(S): 53601**

Summary of Changes: Authorizes local agencies to invest in United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by certain banks (supranationals), and would require these investments to be rated "AA" or better and to not exceed 30% of the agency's moneys that may be invested.

AB 2298 AUTHOR: RODRIGUEZ SECTION(S): 53663

Summary of Changes: Authorizes state chartered financial institutions that maintain local agency deposits to submit their weekly reports to the Administrator of Local Agency Security of the State of California electronically via email or other electronic means approved by the administrator.

2015

AB 283 AUTHOR: DABABNEH SECTION(S): 53601.8 AND 53635.8

Summary of Changes: Extends the authority to use a private sector entity to assist placing deposits to January 1, 2021; allows local agencies to invest up to 30% of its surplus funds in placement service certificates of deposit (CDs) and 30% in negotiable certificates of deposit; and enables a local agency to invest up to 30% with the same deposit placement service provider. Upon the sunset date of January 1, 2021, a public agency may no longer use a placement service provider to place deposits; however, the private entity would be able to assist a local agency with the placement of CDs.

2016

SB 974 AUTHOR: SENATE LOCAL GOVERNMENT COMMITTEE SECTION(S): 53601

Summary of Changes: Clarifies and amends the statutory rating requirements contained in Government Code 53601. Specifically rating requirements now refer to a rating category which is inclusive of any rating modifiers such as “+”/”-“ or numbers and to include equivalent ratings from Nationally Recognized Statistical Rating Organizations (NRSRO). The specific sections of code that are amended are Government Code Sections 53601(h)(1)(C) Commercial Paper, 53601(k) Medium Term Notes, 53601(o) Mortgage Passthrough Securities, and 53601(q) Supranationals.

2017

No changes

2018

AB 1770 AUTHOR: STEINORTH SECTION(S): 53601(O)

Summary of Changes: Amends the statutory maximum maturity requirement from five years to a maximum remaining maturity of five years or less for asset-backed securities and eliminates the securities issuer rating.

2019

AB 857 AUTHOR: CHIU

SECTION(S): 53601(R), 53635(C) AND 53635.2

Summary of Changes: Adds to Government Code 53601: “(r) Commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600.” In addition, Government Code 53635 is amended by the addition of “(c) A local agency subject to this section may invest in commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600.” Lastly, Government Code 53635.2 is amended to add public banks to the list of depository institutions.

AB 945 AUTHOR: MCCARTY

SECTION(S): 53601.8 AND 53635.8

Summary of Changes: Amends a local agency’s authorization to invest and deposit surplus funds in deposits, certificates of deposit or another form, at specified types of financial institutions. Beginning January 1, 2020, until January 1, 2026, the percentage of surplus funds that can be invested by a city, district, or other local agency that does not pool money in deposits or investments with other local agencies with a different governing body increases to 50 percent. On and after January 1, 2026, the portfolio limitation of cities, districts, and agencies returns to 30 percent of the agency’s surplus funds.

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CDIAC

**CALIFORNIA
DEBT AND
INVESTMENT
ADVISORY
COMMISSION**

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Staff Report

TO: City Council
FROM: Todd Parton, City Manager
DATE: September 15, 2020
SUBJECT: Set Time, Date and Place for Special Workshop

Background and Analysis:

City staff is requesting that the City Council establish the time, date and place for a special workshop. The workshop would be held for City Council discussion and direction of the following items:

1. Fiscal Year 2021-2022 Budget,
2. Identification and prioritization of City Council projects and initiatives, and
3. Wastewater Masterplan

Fiscal Impact:

No fiscal impact.

Recommended Action:

Establish a time, date and place for a special workshop.



ANGIE ARCILLA
arcilla@sbemp.com
FIRM ASSISTANT TO ROXANN VOTAW

REPLY TO:
Palm Springs, California

SEPTEMBER 3, 2020

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 8/31/2020

TOTAL DUE: \$107,381.65

Sincerely,
SBEMP, LLP

By: Angie Arcilla

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September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Urban Logic

Professional services through: 8/4/2020:

Invoice # 59836

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$19,997.00

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Amount

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\$28,583.25

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September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Blake

Professional services through: 8/31/2020:

Invoice # 59838

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,915.00

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September 3, 2020

City of Beaumont
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Our file no:
City of Beaumont*Kritzberger

Professional services through: 8/31/2020:

Invoice # 59839

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$137.50

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September 3, 2020

City of Beaumont
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Our file no:
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Professional services through: 8/31/2020:

Invoice # 59840

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$781.00

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September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Norton Rose

Professional services through: 8/31/2020:

Invoice # 59841

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$20,647.00

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September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*RSI

Professional services through: 8/31/2020:

Invoice # 59842

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$4,537.50

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September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*TalleyAguirre

Professional services through: 8/31/2020:

Invoice # 59843

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,947.50

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Telephone 760-322-2275
Facsimile 760-322-2107

September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*ULC Defense

Professional services through: 8/31/2020:

Invoice # 59844

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$3,465.00

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Facsimile 760-322-2107

September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Wallis Receiv

Professional services through: 8/31/2020:

Invoice # 59845

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$577.50

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-3rdPartyClaim

Professional services through: 8/31/2020:

Invoice # 59846

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$26.00

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Facsimile 760-322-2107

September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Gen Lit

Professional services through: 8/31/2020:

Invoice # 59847

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$192.50

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September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Labor&Employ

Professional services through: 8/31/2020:

Invoice # 59848

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$334.60</u>

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September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Legacy HP

Professional services through: 8/31/2020:

Invoice # 59849

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$4,445.40

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September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 8/31/2020:

Invoice # 59850

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$11,181.90

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September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 8/31/2020:

Invoice # 59851

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$7,500.00

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September 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Serrato

Professional services through: 8/31/2020:

Invoice # 59852

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$113.00

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MEMORANDUM

To: City of Beaumont
From: Townsend Public Affairs
Date: September 11, 2020
Subject: Monthly Report for the City of Beaumont — August/September 2020

State Legislative Update

The Legislature has officially adjourned for the 2020 legislative session, but the final day of session did not end without disfunction and controversy. The controversy began when Senator Brian Jones (R-Escondido) tested positive for COVID-19 on August 26, shortly after he attended a Republican caucus meeting and was on the Senate floor wearing a mask. The Senate Pro Tem, after hearing the news that a Senator had contracted the virus, suspended Senate business and conducted a thorough cleaning of the Senate chambers. Senators that had been in close contact with Senator Jones, which included all but one Republican Senator, were required to self-quarantine and vote remotely for the remainder of session.

Republican Senators were opposed to the remote voting requirements, and when Senate Majority Leader Bob Hertzberg (D-Los Angeles) made a motion to limit debate on bills to two speakers per side, Senate Republicans protested and the Senate recessed to agree on a debate process for the remaining bills. Senator Hertzberg then rescinded his motion to limit debate on bills and the Senate proceeded to consider bills under standard debate rules. Due to the various delays and constant conflict between Senators, several important measures were not heard in the Senate before the deadline.

On the Assembly side, most of the controversy came when Assemblymember Buffy Wicks (D-Oakland) brought her newborn baby on the Assembly floor to express her support for housing legislation. According to Assemblymember Wicks' office, she was told by Assembly leadership that maternity leave was not an eligible reason for proxy voting. This happened the same day that the Legislature passed SB 1383 (Jackson, D-Santa Barbara), a bill that prohibits employers with five or more employees from refusing to grant an employee's request to take up to 12 weeks of unpaid leave for family care and medical leave.

As a reminder, bills that did not include an urgency clause were required to pass both houses by midnight. As a result, both chambers failed to pass all the bills on their agendas, including some housing and police reform measures. For the measures that failed to pass the Legislature, it is very possible that they will be re-introduced when the new legislative session is convened in January. For those bills that were approved by the Legislature and sent to the Governor for his

consideration, the Governor will have until midnight on September 30th to sign or veto those bills. While unlikely, several Republican lawmakers wrote a letter to the Governor requesting that he call a special session to address several legislative issues that were not considered this year due to the reduced calendar.

Below are the upcoming relevant dates for the Governor and Legislature:

September 1 – Legislature recessed for 2020 legislative session

September 30 – Last day for the Governor to sign or veto legislation

November 3 – General Election

Governor's COVID-19 Action Summary

- **August 28 – COVID-19 Testing:** Governor Newsom signed an executive order to help the state build out its laboratory capabilities. The order would expedite efforts by the Department of General Services and the Department of Public Health to establish and operate up to three sites for use as laboratories to increase the state's testing capacity.
- **August 28 – COVID-19 Blueprint:** Governor Newsom unveiled the "Blueprint for a Safer Economy", a statewide plan for living with COVID-19. The plan imposes risk-based criteria on tightening and loosening COVID-19 allowable activities and expands the length of time between changes to assess how any movement affects the trajectory of the disease. The plan includes a phased-down approach to the county monitoring system and replacing it with a new four-tiered system that all counties will fall under.

Housing and Eviction Legislation

The most significant legislation that passed in the final days of session was AB 3088 (Chiu, D-San Francisco). This is the compromise measure negotiated between the Governor, Senate and Assembly leaders, and numerous stakeholders to stave off a wave of evictions and foreclosures due to the financial impacts from COVID-19. Reaching an agreement and passing the legislation was the top priority of the Administration, as the state-level eviction moratorium that has been in place for several months was set to expire on September 1. AB 3088 was approved by both the Senate and Assembly, and then was then signed into law by Governor Newsom late on August 31.

The bill will allow renters experiencing COVID-19-related financial distress some relief, including removing a requirement for tenants to immediately repay rent they missed between March and August, although landlords will be able to initiate litigation to recover past due rent beginning March 2021. Tenants must pay at least 25 percent of their rent from September 1st through January 31st to be protected from eviction. Landlords will be able to initiate litigation in civil court to recover unpaid rent. Beginning on February 1, 2021, the protections will expire, and tenants will have to start paying rent in full. For high-income renters seeking assistance, they will need to, under the penalty of perjury, submit a form declaring financial distress. Landlords can still evict tenants who create disturbances or refuse to provide rent but have the finances to make the payments.

While the Legislature passed this major legislation, there were several major housing bills that were not considered in time to meet the August 31 midnight deadline. SB 995 (Atkins, D-San Diego) would have extended the expedited CEQA administrative and judicial review procedures for environmental leadership development projects. The measure would have also expanded

current project eligibility to include smaller housing projects. SB 1049 (Glazer, D-Orlinda) would have enhanced fines for violations of local short-term rental ordinances.

SB 1085 (Skinner, D-Oakland) would have made various changes to the State Density Bonus Law, including providing additional benefits to housing developments that include moderate-income rental housing units. SB 1120 (Atkins) would have required approval of housing developments with duplexes and subdivision maps that meet certain conditions. It would have also increased the length of time that cities and counties can extend the validity of existing subdivision maps. Lastly, SB 1299 (Portantino, D-Glendale) would have created a program to provide grants to local governments for production of workforce housing on idle commercial shopping center properties.

None of these bills made it to the Governor's desk, but it is likely that these measures will return in 2021.

Public Safety Legislation

Since the death of George Floyd in Minneapolis, the California Legislature has been focused on passing police reform legislation. However, due to intra-house disagreements and politics during the final day of session, lawmakers were unable to advance some of the measures on the final day's agenda. One of the major bills that did not advance this year was AB 66 (Gonzalez, D-San Diego) which would have limited police use of projectiles and chemical agents to disperse lawful assemblies, enforce curfews, or non-compliance with law enforcement directives. The bill was not considered on the Senate floor in time to pass before midnight.

AB 664 (Cooper, D-Elk Grove) also did not advance this year. The bill would have created a rebuttable presumption for police officers that have been diagnosed with a communicable disease after January 1, 2020 and would have sunset after three years. However, the bill was not considered on the Senate floor in time and will not move forward this year. Similarly, SB 731 (Bradford, D-Inglewood) sought to increase police officer accountability by creating a process to decertify officers who engage in serious cases of misconduct. The bill was not considered on the Assembly floor but will likely be re-introduced next session.

Lastly, SB 776 (Skinner, D-Oakland) would have expanded the types of police personnel records that would be subject to public disclosure. The bill passed the Assembly by a vote of 48-13 but was not able to be considered by the Senate before midnight.

Despite lawmakers failing to pass all the bills on their agendas, they were able to pass some police reform bills and send them to the Governor's desk. AB 1196 (Gipson, D-Compton) prohibits law enforcement agencies from authorizing carotid restraint holds and choke holds. AB 1506 (McCarty, D-Sacramento) will require the state to investigate police shootings of unarmed civilians and allow local governments to request an investigation into other deaths. AB 1299 (Salas, D-Bakersfield) will require law enforcement agencies to notify the Commission on Police Officers Standards and Training (POST) when an officer separates from employment, making it more difficult for police departments to hire officers with marks on their records. These bills passed the Legislature and have been sent to the Governor's desk for his consideration.

Climate Resiliency Bond

Although wildfires are a natural part of California's climate and landscape, the 2020 wildfire season has started aggressively. Dozens of wildfires were starting seemingly overnight as

northern California experienced a lightning storm that contributed to the already busy fire season. Despite this, the Legislature adjourned on August 31 without taking significant action to address the State's wildfire crisis.

In the last week of session, Assemblymember Bloom (D-Santa Monica) introduced AB 1659, which would have generated \$2.5 billion in additional revenue through the extension of surcharges on the customer bills of PG&E, Southern California Edison, and San Diego Gas and Electric from 2035 to 2045. Despite an initial aggressive push from certain facets of the Legislature, the bill failed to generate significant support from Legislative leadership or the Governor's office.

TPA expects this issue to continue into next year and remain on the Legislature's and the Governor's priority list.

Federal Legislative Update

Federal Eviction Moratorium

Under direction from the Trump Administration, the CDC announced that it will impose an eviction moratorium for all renters unable to pay rent because of the coronavirus pandemic. Evictions for reasons other than failure to pay rent will be allowed to proceed. The policy will take effect immediately and last through December 31, 2020.

The CDC plans to temporarily halt evictions of renters earning no more than \$99,000 a year to prevent the virus from spreading. Individuals who received a coronavirus stimulus check earlier this year also qualify for the protection, as do couples who jointly file their taxes and expect to earn less than \$198,000. To obtain the relief, renters must assert they are incapable of paying their rent or are likely to become homeless if evicted from their property.

Those seeking eviction relief will still be required to pay as much in rent as they can afford. The Administration is acting unilaterally after failing to reach a deal with lawmakers over another round of stimulus relief funding, aimed in part at keeping renters in their homes. The move is an unprecedented use of executive authority and may face legal challenges from landlords who have seen rental income decline significantly during the crisis. Administration officials believe they have the authority to enact the policy, due to a federal law that allows the CDC to order emergency measures when it determines that state and local governments haven't taken sufficient steps to prevent the spread of a communicable disease.

Executive Orders

Amidst a Congressional stalemate, President Trump took steps to try to mitigate coronavirus' economic impact. The President, though limited in the legislative actions he can take, signed a series of directives in an attempt to fill in gaps left by the lack of a negotiated aid package. Specifically, President Trump signed four directives that aim to accomplish the following:

- **Student Loan Relief:** President Trump signed a Presidential Memorandum that directs the Department of Education to extend the student loan relief granted in the CARES Act until the end of the year.

- **Evictions:** The President signed an Executive Order directing the Department of Health and Human Services (HHS) and Center for Disease Control (CDC) to consider whether any measures temporarily halting residential evictions of any tenants for failure to pay rent are reasonably necessary.
- **Payroll Tax Holiday:** The President signed a Presidential Memorandum deferring payroll tax for Americans earning under \$104,000 from September 1 through December 31. The deferral would be optional for companies to implement, but the expectation is that taxes must be paid at the end of the year unless Congress passes permanent legislation. This would potentially provide an additional \$600 to employees and would equate to a \$300 billion tax cut. Democrats criticized the payroll tax deferral as having serious implications for the future of Social Security and Medicare. President Trump has indicated that if he is re-elected in November, he may extend the deferral and terminate the tax for some workers altogether.
- **Unemployment Benefits:** President Trump signed a memorandum that included a re-direction of \$44 million in Federal Emergency Management Agency (FEMA) money for a new “low-wage assistance” program, which reduces the \$600 per week in federal unemployment to \$300 with a \$100 state match.

Appropriations

The current fiscal year will end on September 30, 2020. While the House has marked up and passed the majority of its fiscal year 2021 appropriations bills, the Senate has yet to introduce any of its appropriations bills. There is broad recognition on both sides of the aisle that the funding bills will not be fully finalized before the new fiscal year begins on October 1, 2020. Given this reality, House and Senate lawmakers are now beginning to plan for the high probability of a Continuing Resolution (CR), which will extend current funding levels past the month of September.

Congressional staff is working to prepare draft legislative text and engage in conversations with federal government agencies to prevent any lapse in federal funding. The Trump Administration is also preparing for the reality and is said to be formulating a list of its CR priorities that will soon be sent to Congress for its consideration. Any priorities included in the CR must ultimately be negotiated between the House and Senate and approved by the President.

U.S. Census

The Census Bureau recently announced that it plans to end its decennial count of the U.S. population on September 30. The decision highlights a new timeline with an end date that is one month earlier than previously anticipated, raising some Congressional lawmakers’ concerns about the accuracy of the survey which serves as the basis for Congressional and State legislative district boundaries and government funding.

The agency has indicated that 63 percent of 121 million U.S. households have responded to the census via phone, mail and online to date. The Bureau also plans to hire additional data collectors to maximize responses by the end of next month. The Democrat-led House previously passed legislation to allow the agency to continue the census count, but the Republican-led Senate has not followed suit. Congress could extend the census count in an upcoming coronavirus economic aid package, but it is unclear if that effort is gaining traction in negotiations.



To: City Council
From: John O. Pinkney, City Attorney
Date: September 10, 2020
Re: List of Pending Litigation Against City of Beaumont

Pending Litigation Against the City (does not include litigation initiated by the City)

1. ***Aguirre et al. v. City of Beaumont et al.***, Case No. RIC 1810937 (Pre-Trial)
2. ***Christian Lee v. City of Beaumont***, Case No. RIC 2003005 (Pleading)