



CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY
REGULAR SCHEDULED MEETING

**NOTE THAT THIS MEETING WILL BE CONDUCTED TELEPHONICALLY
PURSUANT TO ASSEMBLY BILL 361 (“AB 361”), WHICH AMENDED
GOVERNMENT CODE SECTION 54953 TO ALLOW LOCAL LEGISLATIVE BODIES
TO HOLD PUBLIC MEETINGS VIA TELECONFERENCING**

**ACCORDINGLY, BOARD MEMBERS WILL BE PROVIDED WITH A CONFERENCE
CALL NUMBER; THEY WILL NOT BE PHYSICALLY PRESENT IN ANY CHAMBERS.**

**PURSUANT TO AB 361, THE PUBLIC MAY PROVIDE PUBLIC COMMENT
TELEPHONICALLY BY CALLING (669) 900-6833, 6476620089# OR (ZOOM
MEETING ID: 647 662 0089).**

WEDNESDAY, JULY 20, 2022

10:00 A.M.

A G E N D A

CALL TO ORDER & ROLL CALL

Board Members: Alejandra Cortez, Secretary - *Bell Gardens*
 Hugo Argumedo, Treasurer – *Commerce*
 Emma Sharif, Member – *Compton*
 Jose Gonzalez, Vice Chair – *Cudahy*
 Jesse Alvarado, Chair – *Hawaiian Gardens*

PUBLIC PARTICIPATION

Public participation is now open. The members of the audience now have the right to speak on agenda items and any item under the jurisdiction of the Authority. This

period will be limited to thirty minutes, with no more than three minutes for each speaker. Anyone desiring to speak during the public comment period must submit an email request juan@sixheron.com, or to the Authority Secretary via Zoom prior to the close of public participation. Due to policy and Brown Act requirements, action will not be taken on any issues not on the Agenda.

Please state your name and address clearly.

NEW BUSINESS – OPEN SESSION

1. Consideration and possible adoption of a resolution ratifying the proclamation of a State of Emergency by Governor Newsom on March 4, 2020 and authorize remote teleconference meetings of the Joint Powers Authority for the period from July 20, 2022 through August 19, 2022, pursuant to Brown Act provisions.
2. Consideration and possible action to approve the Minutes of the June 15, 2022 Regular Meeting of the Board.
3. Consideration and possible action to receive and file Financial Summary and Warrant Register dated July 20, 2022.
4. Status update & report from California Advocacy, LLC with respect to legislative matters.
5. Consideration and request for approval of contract between the California Cities for Self-Reliance Joint Powers Authority and CampaignRep for Digital Consultation Services.
6. Status update & report regarding FY 2021-2022 Annual Budget.
7. Consideration and possible action regarding FY 2022-2023 Adopted Annual Budget.
8. Report of General Counsel

Pursuant to Government Code § 54954.2 (a)(3) – A report to the Board of Directors and the public on General Counsel’s activities, including compliance efforts, approval of contracts as to form, receipt of notices, and requests to place matters on subsequent agendas (excluding any matters qualifying for closed session consideration).
9. Executive Director Report/Summary

NEW BUSINESS - CLOSED SESSION

10. Pursuant to Government Code Section 54957(b)(1) – Public Employee Performance Evaluation-Juan Garza, Executive Director.

CHAIRMAN AND BOARD MEMBER REPORTS

This is the time and place for the Chairman and Board Members to report on any other items of interest. Upon request by an individual Board Member, the Authority may choose to take action on any of the subject matters listed below.

Secretary Cortez (Bell Gardens)

Treasurer Argumedo (Commerce)

Member Sharif (Compton)

Vice Chair Gonzalez (Cudahy)

Chair Alvarado (Hawaiian Gardens)

ADJOURN

The next regular meeting of the California Cities for Self-Reliance Joint Powers Authority will be held at 10:00 a.m., on Wednesday, August 17, 2022, telephonically and via Zoom pursuant to Government Code Section 54953.



TO: Honorable Chair and Members of the Governing Board
FROM: Victor Ponto, General Counsel
SUBJECT: **Consideration and Adoption of a Resolution of the California Cities for Self-Reliance Joint Powers Authority Ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and Authorizing Remote Teleconference Meetings of the Joint Powers Authority for the Period from July 20, 2022, through August 19, 2022, pursuant to Brown Act Provisions**
DATE: July 20, 2022

RECOMMENDATION

The Members of the Authority are recommended to adopt the attached Resolution of the California Cities for Self-Reliance Joint Powers Authority ratifying the proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and re-authorizing remote teleconference meetings of the Joint Powers Authority for the period from July 20, 2022, through August 19, 2022, pursuant to Brown Act Provisions (Attachment 1).

BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency throughout the state of California, in response to the rapid spread and threat of the Novel Coronavirus (COVID-19). On the same day, the Los Angeles County Board of Supervisors and Los Angeles County Department of Public Health (“LACDPH”) declared a local emergency and local public health emergency throughout Los Angeles County.

On September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361 (Rivas, 2021), which authorizes local agencies to continue to hold public meetings remotely under modified teleconferencing requirements set forth in the Brown Act (Government Code section 54953(b)(3))

during a state-declared emergency, as that term is defined, and when either state or local health officials have imposed or recommended measures to promote social distancing, or in situations when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees. AB 361 went into effect immediately and sunsets on January 1, 2024.

As the most recent Public Health Order (“Health Order”) by the LACDPH, effective as of April 22, 2022, Los Angeles County is currently experiencing increases in COVID-19 cases, positivity rates, and COVID-19 hospitalizations are no longer in decline. The Health Order continues to strongly recommend masks for all persons, regardless of vaccine status, in indoor public settings and businesses; and

Under AB 361, legislative bodies can meet remotely during a declared State of Emergency by the Governor, if the legislative body determines that one of the following is also true:

1. State or local officials have imposed or recommended social distancing; or
2. To determine, by a majority vote, whether to hold remote meetings as a result of the State of Emergency, because meeting in person would present imminent risks to the health or safety of attendees; or
3. The legislative body holds a meeting having already determined by a majority vote to hold remote meetings.

Modified Brown Act requirements under AB 361, include, among other provisions, that:

- Members of the public must be allowed to address the body and offer comments in real-time during the meeting.
- In the event of a technical disruption, the public agency cannot take any further action on the agenda until the issue is resolved.
- Public agencies may not require public comments be submitted in advance (this is still a permissible option but cannot be the only option).
- Members of the public must be given a reasonable time to register to provide public comment, if necessary, and agencies that provide a timed public comment period shall not close the remote public comment option until that timed period has expired.

Once the initial authorizing resolution is adopted, as it was on April 20, 2022, ongoing authorization every thirty (30) days is required by majority vote. If the legislative body desires to continue using the teleconference exception, it must confirm the circumstances of the State of Emergency thirty (30) days after the first teleconference meeting and every thirty (30) days thereafter.

FISCAL IMPACT

There is currently no fiscal impact on the Authority's budget.

RECOMMENDATION

Accordingly, it is recommended that the Authority approve the attached Resolution re-authorizing remote teleconference meetings of the Joint Powers Authority for the period from July 20, 2022, through August 19, 2022 (Attachment 1).

ATTACHMENT

1. Resolution Number 22-06

RESOLUTION NO. 22-06

A RESOLUTION OF THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE JOINT POWERS AUTHORITY FOR THE PERIOD FROM JULY 20, 2022, THROUGH AUGUST 19, 2022, PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, Coronavirus, also known as COVID-19, was first reported in China in December 2019, it has now spread throughout the state of California, including throughout the member cities of the California Cities for Self-Reliance Joint Powers Authority (“JPA”);

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in response to the rising cases of COVID-19 throughout the state of California;

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Los Angeles County Department of Public Health (“LACDPH”) declared a local emergency and local public health emergency in response to the spread of COVID-19 throughout the County;

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allowed local agencies meet remotely without adherence to the traditional teleconferencing rules set forth in the Ralph M. Brown Act (“Brown Act”), this waiver was extended through September 30, 2021, by Executive Order N-08-21;

WHEREAS, on September 16, 2021, Governor Newsom signed into law Assembly Bill No. 361 (“AB 361”), which, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act, when a legislative body of a local agency holds a meeting during a declared State of Emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing or when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees;

WHEREAS, as stated the most recent Public Health Order (“Health Order”) by the LACDPH, effective as of April 22, 2022, Los Angeles County is currently experiencing increases in COVID-19 cases, positivity rates, and COVID-19 hospitalizations are no longer in decline;

WHEREAS, the Health Order continues to strongly recommend masks for all persons, regardless of vaccine status, in indoor public settings and businesses;

WHEREAS, AB 361 requires legislative bodies that hold teleconferenced meetings under its abbreviated teleconferencing procedures to give notice of the meeting and post

agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body;

WHEREAS, AB 361 requires the legislative body take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored;

WHEREAS, AB 361 prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time;

WHEREAS, AB 361 prohibits the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified;

WHEREAS, all JPA meetings are open and public, as required by the Brown Act, so that any member of the public may attend, participate, and watch the JPA conduct their business;

WHEREAS, the JPA finds that the spread of COVID-19 throughout the community has caused, and will continue to cause, conditions of peril to the safety of persons within the member cities of the JPA that are likely to be beyond the control of the JPA;

WHEREAS, in light of the continuing State declaration of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County Public Health officials of measures to promote social distancing, and the imminent risks to the health and safety of attendees at meetings conducted in person due to the spread of COVID-19, the JPA desires to make the findings required by AB 361 to allow the JPA to continue to meet under AB 361's abbreviated teleconferencing procedures.

NOW, THEREFORE, BE IT RESOLVED by the California Cities for Self-Reliance Joint Powers Authority as follows:

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

SECTION 2. The Joint Powers Authority finds that local officials, specifically, the Los Angeles County Department of Public Health, has continued to recommend social distancing measures.

SECTION 3. The Joint Powers Authority hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

SECTION 4. The Chair or designee of the Joint Powers Authority are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 5. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of August 19, 2022, or such time as the Joint Powers Authority adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Joint Powers Authority may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

SECTION 6. All portions of this Resolution are severable. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. That the Chair shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED this 20th day of July 2022.

**CALIFORNIA CITIES FOR SELF-
RELIANCE JOINT POWERS
AUTHORITY**

Jesse Alvarado, Chair

APPROVED AS TO FORM:

Victor Ponto, General Counsel



**CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY
REGULAR SCHEDULED MEETING**

**CONDUCTED TELEPHONICALLY PURSUANT TO GOVERNMENT CODE SECTION
54953 ALLOWING LOCAL LEGISLATIVE BODIES HOLD PUBLIC MEETINGS VIA
TELECONFERENCING**

WEDNESDAY, JUNE 15, 2022

10:05 AM

MINUTES

ROLL CALL

Board Members Present:

Jesse Alvarado, *Chair – Hawaiian Gardens*
Jose Gonzalez, *Vice-Chair – Cudahy (ABSENT)*
Alejandra Cortez, *Secretary – Bell Gardens (Joined at 10:21 AM)*
Hugo Argumedo, *Treasurer – Commerce*
Emma Sharif, *Member – Compton*

PUBLIC ATTENDING MEETING

Juan Garza, Liz Garcia, Matthew Thompson, Stephanie Arechiga, Victor Farfan, Kian Kaeni, Marvin Pineda, Michael O’Kelly

PUBLIC PARTICIPATION

1. None.

NEW BUSINESS – OPEN SESSION

2. Consideration and possible adoption of a resolution ratifying the proclamation of a State of Emergency by Governor Newsom on March 4, 2020 and authorizing

remote teleconference meetings of the Joint Powers Authority for the period from June 15, 2022 through July 15, 2022, pursuant to Brown Act provisions.

Chair Alvarado moved and Treasurer Argumedo seconded to adopt resolution.

The motion was approved by the following vote:

Bell Gardens	Absent
Commerce	Yes
Compton	Yes
Cudahy	Absent
Hawaiian Gardens	Yes

3. Consideration and possible action to approve the Minutes of the May 18, 2022 Regular Meeting of the Board.

Staff identified an error on Page 3 of the minutes (erroneous title of Secretary Cortez) and requested for a correction to be considered by the Board.

Treasurer Argumedo moved and Chair Alvarado seconded to approve the Minutes, as corrected.

The motion was approved by the following vote:

Bell Gardens	Absent
Commerce	Yes
Compton	Yes
Cudahy	Absent
Hawaiian Gardens	Yes

4. Consideration and possible action to receive and file Financial Summary and Warrant Register dated June 15, 2022.

Treasurer Argumedo moved and Member Sharif seconded to receive and file Financial Summary and Warrant Register.

The motion was approved by the following vote:

Bell Gardens	Absent
Commerce	Yes
Compton	Yes
Cudahy	Absent
Hawaiian Gardens	Yes

5. Status update & report from California Advocacy, LLC with respect to legislative matters.

Mr, Marvin Pineda provided a report on legislature's budget & legislative deadlines, SB 576, the JPA's recent Sacramento legislative advocacy day, and November ballot initiatives.

Member Sharif moved and Treasurer Argumedo seconded to receive and file the report.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Absent
Hawaiian Gardens	Yes

6. Status update & report from CampaignRep with respect to digital & communications outreach efforts.

Mr, Matthew Thompson provided a report on initial impressions & data, what can be done with this information, relevant indicators & additional engagement options. Treasurer Argumedo requested that staff expand the newsletter's distribution, including cardroom contacts.

Treasurer Argumedo moved and Secretary Cortez seconded to receive and file the report.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Absent
Hawaiian Gardens	Yes

7. Report of General Counsel

No report.

8. Executive Director Report/Summary

Executive Director Garza reported on:

- 1) COVID-19 Status in CA & LA County
- 2) Recent JPA/Cardroom Sacramento Tour during June 13-14
 - a. 13 meetings
 - b. Attendees
 - c. Effects of COVID-19
 - d. Effect to Cities statewide
 - e. SB 576
- 3) Online Gaming Statewide Initiatives Efforts –
 - a. Campaigns
 - b. League of CA Cities
 - c. AFSCME
 - d. CA Democratic Party
 - e. Observations / Polling

Treasurer Argumedo moved and Secretary Cortez seconded to receive and file the report.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Absent
Hawaiian Gardens	Yes

CHAIRMAN AND BOARD MEMBER REPORTS

This is the time and place for the Chairman and Board Members to report on any other items of interest. Upon request by an individual Board Member, the Authority may choose to take action on any of the subject matters listed below.

Secretary Cortez (Bell Gardens)

Treasurer Argumedo (Commerce)

Member Sharif (Compton)

Vice-Chair Gonzalez (Cudahy)

Chair Alvarado (Hawaiian Gardens)

ADJOURN (11:20 AM)

The next regular meeting of the California Cities for Self-Reliance Joint Powers Authority will be held at 10:00 am on Wednesday, July 20, 2022, telephonically and via Zoom pursuant to Government Code Section 54953.

Jesse Alvarado, Chair

ATTEST:

Alejandra Cortez, Secretary



**CALIFORNIA CITIES FOR SELF-RELIANCE
JOINT POWERS AUTHORITY**

**WARRANT REPORT AND FINANCIAL
SUMMARY – JUNE 2022**

WEDNESDAY, JULY 20, 2022.

BALANCE SHEET

07/20/2022 JPA MEETING

Page: 1

7/19/2022

4:53 pm

City of Hawaiian Gardens

As of: 6/30/2022 (PFY)

Balances

Fund: 50 - CA CITIES FOR SELF RELIANCE

Assets

1000.0000 CASH

90,459.53

Total Assets

90,459.53

Liabilities

2100.0000 ACCOUNTS PAYABLE

16,917.27

2182.0000 UNEARNED REVENUE

0.01

Total Liabilities

16,917.28

Reserves/Balances

2900.0000 FUND BALANCE-UNASSIGNED

40,851.92

2920.0000 CHANGE IN FUND BALANCE

32,690.33

Total Reserves/Balances

73,542.25

Total Liabilities & Balances

90,459.53

Edit List of Invoices - Summary

07/20/2022 JPA MEETING

Date: 07/19/2022

Time: 4:24 pm

Page: 1

City of Hawaiian Gardens

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
166505	JESSE ALVARADO	2022-06-15	06/15/2022		06/15/2022	06.15.22 MTG STIPEND	125.00
						Vendor Total:	<u>125.00</u>
166506	HUGO ARGUMEDO	2022-06-15	06/15/2022		06/15/2022	06.15.22 MTG STIPEND	250.00
						Vendor Total:	<u>250.00</u>
166507	ALEJANDRA CORTEZ	2022-06-15	06/15/2022		06/15/2022	06.15.22 MTG STIPEND	250.00
						Vendor Total:	<u>250.00</u>
166508	VICTOR FARFAN	2022-06-15	06/15/2022		06/15/2022	06.15.22 MTG STIPEND	125.00
						Vendor Total:	<u>125.00</u>
166510	CHRISTOPHER GARCIA	CRJPAMI0622	06/30/2022		07/18/2022	JUN 2022 SVCS	850.00
						Vendor Total:	<u>850.00</u>
166511	JUAN GARZA	220408-220421	06/01/2022		04/21/2022	04.08 - 04.21.22 BIWEEKLY	2,500.00
166512	JUAN GARZA	220422-220505	06/01/2022		05/05/2022	04.22 - 05.05.22 BIWEEKLY	2,500.00
166513	JUAN GARZA	1000232133	06/14/2022		06/14/2022	06.12 - 06.14.22 SACRAMENTO	522.18
166514	JUAN GARZA	4QZ5JA	06/14/2022		06/14/2022	06.12 - 06.14.22 SACRAMENTO	352.96
166515	JUAN GARZA	GARZA220612-220614R	06/14/2022		06/14/2022	06.12 - 06.14.22 SACRAMENTO	1,696.13
						Vendor Total:	<u>7,571.27</u>
166516	OLIVAREZ MADRUGA LAW	19867	06/30/2022		06/30/2022	JUN 2022 SVCS - GENERAL	830.00
						Vendor Total:	<u>830.00</u>
166517	EVELYN PINEDA	2022-06-01	06/01/2022		06/01/2022	JUN 2022 SVCS	6,666.00
						Vendor Total:	<u>6,666.00</u>
166509	EMMA SHARIF	2022-06-15	06/15/2022		06/15/2022	06.15.22 MTG STIPEND	250.00
						Vendor Total:	<u>250.00</u>

Grand Total: 16,917.27

Less Credit Memos: 0.00

Net Total: 16,917.27

Less Hand Check Total: 0.00

Outstanding Invoice Total: 16,917.27

Total Invoices: 13

REVENUE/EXPENDITURE REPORT
07/20/2022 JPA MEETING

City of Hawaiian Gardens

For the Period: 7/1/2021 to 6/30/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: SR SPECIAL REVENUE FUNDS							
Fund: 50 - CA CITIES FOR SELF RELIANCE							
Revenues							
Function:							
Dept: 0000 ASSETS							
Acct Class: REV REVENUE							
3742.0050 JPA MEMBERSHIP FUNDING	135,000.00	135,000.00	135,000.00	0.00	0.00	0.00	100.0
3742.0052 CASINO DONATIONS	100,000.00	100,000.00	92,500.00	0.00	0.00	7,500.00	92.5
REVENUE	235,000.00	235,000.00	227,500.00	0.00	0.00	7,500.00	96.8
ASSETS	235,000.00	235,000.00	227,500.00	0.00	0.00	7,500.00	96.8
Function:	235,000.00	235,000.00	227,500.00	0.00	0.00	7,500.00	96.8
Revenues	235,000.00	235,000.00	227,500.00	0.00	0.00	7,500.00	96.8
Expenditures							
Function:							
Dept: 4908 JOINT POWERS AUTHORITY							
Acct Class: OPER OPERATING COSTS							
4200.0050 CONTRACT SVC-EX DIR JPA	95,000.00	88,200.00	60,000.00	5,000.00	0.00	28,200.00	68.0
4200.0052 COMMUNICATIONS	0.00	6,800.00	6,800.00	850.00	0.00	0.00	100.0
4202.0000 AUDIT SERVICES	8,000.00	8,000.00	2,900.00	0.00	0.00	5,100.00	36.3
4210.0000 TRAVEL & MEETINGS	0.00	0.00	2,571.27	2,571.27	0.00	-2,571.27	0.0
4211.0000 MEETING STIPENDS	18,750.00	18,750.00	12,875.00	1,000.00	0.00	5,875.00	68.7
4213.0000 OTHER OPERATING COSTS	13,250.00	13,250.00	940.40	0.00	0.00	12,309.60	7.1
4250.0001 LEGISLATIVE ADVOCATE/JPA	80,000.00	80,000.00	79,992.00	6,666.00	0.00	8.00	100.0
4252.0000 SPECIAL COUNSEL - CONTRACT	20,000.00	20,000.00	28,731.00	830.00	0.00	-8,731.00	143.7
OPERATING COSTS	235,000.00	235,000.00	194,809.67	16,917.27	0.00	40,190.33	82.9
JOINT POWERS AUTHORITY	235,000.00	235,000.00	194,809.67	16,917.27	0.00	40,190.33	82.9
Function:	235,000.00	235,000.00	194,809.67	16,917.27	0.00	40,190.33	82.9
Expenditures	235,000.00	235,000.00	194,809.67	16,917.27	0.00	40,190.33	82.9
Net Effect for CA CITIES FOR SELF RELIANCE	0.00	0.00	32,690.33	-16,917.27	0.00	-32,690.33	0.0
Change in Fund Balance:			32,690.33				
Net Effect for SPECIAL REVENUE FUNDS	0.00	0.00	32,690.33	-16,917.27	0.00	-32,690.33	
Grand Total Net Effect:	0.00	0.00	32,690.33	-16,917.27	0.00	-32,690.33	

California Cities for Self-Reliance
Special Assessment Fund
Balance as of June 30, 2022

Collected
To Date
06/30/22

Special Assessment:

City of Bell Gardens	\$33,000.00	\$33,000.00
City of Commerce	\$33,000.00	\$33,000.00
City of Compton	\$33,000.00	\$33,000.00
City of Cudahy	\$33,000.00	\$33,000.00
City of Gardena	\$33,000.00	\$33,000.00
City of Hawaiian Gardens	\$33,000.00	\$33,000.00
City of Inglewood	\$33,000.00	\$33,000.00

Total Revenues:	\$231,000.00	\$231,000.00
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Expended:

	Month	Paid	Year-to-Date 06/30/22
Aprea & Micheli, Inc.	Feb. 2019	\$2,857.12	
Aprea & Micheli, Inc.	Mar. 2019	\$10,000.00	
Aprea & Micheli, Inc.	Apr. 2019	\$10,000.00	
Aprea & Micheli, Inc.	May 2019	\$10,065.72	
Aprea & Micheli, Inc.	Jun. 2019	\$10,042.48	
Aprea & Micheli, Inc.	Jul. 2019	\$10,203.28	
Aprea & Micheli, Inc.	Aug. 2019	\$10,127.25	
Aprea & Micheli, Inc.	Sep. 2019	\$11,314.73	
Aprea & Micheli, Inc.	Oct. 2019	\$4,193.54	
Sub-Total			\$78,804.12

Reilly Consulting	Mar. 2019	\$4,903.23	
Reilly Consulting	Apr. 2019	\$8,000.00	
Reilly Consulting	May 2019	\$8,000.00	
Reilly Consulting	Jun. 2019	\$27,888.45	
Reilly Consulting	Jul. 2019	\$8,000.00	
Reilly Consulting	Aug. 2019	\$17,484.25	
Reilly Consulting	Sep. 2019	\$8,000.00	
Reilly Consulting	Oct. 2019	\$6,182.84	
Sub-Total			\$88,458.77

City of Inglewood	June 2020	9,105.30
City of Hawaiian Gardens	May 2022	9,105.30
City of Bell Gardens	May 2022	9,105.30
City of Commerce	May 2022	9,105.30
City of Compton	May 2022	9,105.30
City of Cudahy	May 2022	9,105.30
City of Gardena	May 2022	9,105.30
Total Expended:		\$230,999.99

Balance Remaining To Date:

06/30/22

\$0.01



1107 9th Street, Suite # 420
Sacramento, CA 95814

Agenda
WEDNESDAY, JULY 20, 2022
10:00 A.M.

1. Cardroom Moratorium Legislation
2. Attorney General and Governor November Election Update
3. California Department of Public Health COVID-19 Update

2022
PROFESSIONAL SERVICES AGREEMENT

(Engagement: As-Needed Web Portal Services)
(Parties: CampaignRep and California Cities for Self-Reliance)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2022 (hereinafter, the "Effective Date") by and between the California Cities for Self-Reliance, a municipal corporation (hereinafter, "JPA") and CampaignRep, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, JPA and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to JPA or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, JPA requires professional consulting services as-needed web portal services; and

WHEREAS, JPA staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to JPA; and

WHEREAS, the execution of this Agreement was approved by the JPA Board of Directors at its Regular Meeting of July 20, 2022.

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

I.
ENGAGEMENT TERMS

1.1 **TERM:** This Agreement shall have a term commencing from the Effective Date and shall remain in full force and effect until terminated by either Party thereto. Nothing in this Section shall operate to prohibit or otherwise restrict the JPA's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 **SCOPE OF WORK:**

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "Proposal - JPA Web Portal" dated June 15, 2022 (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to JPA all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete

the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall be available to perform Work on an as-needed basis;
- B. CONSULTANT shall not perform any Work contemplated under this Agreement without written authorization from the JPA Representative, as defined below in Section 2.1. Before CONSULTANT may commence Work, JPA Representative must provide CONSULTANT with a Work Order, or equivalent written documentation, which shall include the following information:
 - 1. A detailed description of the specific Work requested;
 - 2. Location of where the Work is to be performed, as applicable;
 - 3. Timeline or other deadlines for the Work, as applicable; and
 - 4. Any other information JPA deems necessary and relevant to carrying out the requested Work.
- C. Upon receiving a written request from the JPA Representative for services under this Agreement, CONSULTANT shall commence the requested Work as instructed. Time is of the essence in the performance of Work under this Agreement, and in the absence of a specific schedule or other instructions from the JPA Representative, CONSULTANT shall begin the requested Work immediately.
- D. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with JPA and in no manner interfere with the work of JPA, its employees or other consultants, contractors or agents;
- E. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- F. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- G. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with "Proposal - JPA Web Portal" (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the

performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of **\$14,400** (hereinafter, the “Annual Not-to-Exceed Sum”) during the Term of this Agreement, unless such added expenditure is first approved by the JPA Board. In the event CONSULTANT’s charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, JPA may suspend CONSULTANT’s performance pending JPA approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other JPA approved amendment to the compensation terms of this Agreement.

- 1.5 PAYMENT OF COMPENSATION: The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to JPA an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT’s monthly compensation is a function of hours worked by CONSULTANT’s personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, JPA will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, JPA will pay all undisputed amounts included on the invoice. JPA will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. JPA will have the right to access and examine such records, without charge, during normal business hours. JPA will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to JPA immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which JPA may incur as a result of CONSULTANT’s cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 JPA'S REPRESENTATIVE: The JPA hereby designates Juan Garza (hereinafter, the "JPA Representative") to act as its representative for the performance of this Agreement. The JPA Representative or their designee will act on behalf of the JPA for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the JPA Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Chris Garcia, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with JPA staff in the performance of the Work and this Agreement and will be available to JPA staff and the JPA Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by JPA Representative or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the JPA to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the JPA's authorized representative.
 - C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the JPA;
 - D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to JPA for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from JPA, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the JPA Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that JPA's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that JPA has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to JPA's willingness to enter into this Agreement. Accordingly, JPA has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the JPA. In the absence of JPA's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to JPA that certain key personnel will perform and coordinate the Services under

this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of JPA. In the event that JPA and CONSULTANT cannot agree as to the substitution of key personnel, JPA shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the JPA, or who are determined by the JPA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the JPA. The key personnel for performance of this Agreement are as follows: Chris Garcia.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. JPA retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of JPA's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of JPA and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the JPA Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the JPA, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.

- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of JPA. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind JPA in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, JPA, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by JPA in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and JPA against any loss,

claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the JPA and JPA's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. JPA may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the JPA Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to JPA or JPA's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by JPA or JPA's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against JPA, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that JPA's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding JPA's financial well-being and, indirectly, the collective well-being of the residents of the JPA. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish JPA with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to JPA in its sole and absolute discretion. **The certificates of insurance and endorsements for each**

insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the JPA if requested.

All certificates of insurance and endorsements will be received and approved by JPA as a condition precedent to CONSULTANT's commencement of any Work. Upon JPA's written request, CONSULTANT will also provide JPA with certified copies of all required insurance policies and endorsements.

- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, JPA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by JPA will be promptly reimbursed by CONSULTANT or JPA will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, JPA may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. JPA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. INDEMNIFICATION

- 4.1 The Parties agree that JPA and JPA's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "JPA Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the JPA Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that JPA would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect JPA as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the JPA, its officials, officers, employees, agents or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the JPA Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the JPA.

- 4.3 JPA shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to JPA from CONSULTANT as a result of CONSULTANT's failure to either pay JPA promptly for any costs associated with CONSULTANT's obligations to indemnify the JPA Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to JPA and JPA's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend JPA and JPA's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of JPA's choice.
- 4.6 JPA does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by JPA, or the deposit with JPA, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the JPA may have at law or in equity.

TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: JPA may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of JPA's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination.

CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, JPA may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of JPA's written request. No actual or asserted breach of this Agreement on the part of JPA pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict JPA's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of JPA's issuance of a Default Notice for any failure of CONSULTANT to timely provide JPA or JPA's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to JPA or JPA's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, JPA will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of JPA's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a

written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, JPA will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) JPA's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. JPA will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, JPA may submit a written request for additional time to cure the Event of Default upon a showing that JPA has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with JPA's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by JPA within five (5) calendar days from the date of CONSULTANT's Default Notice to JPA.
- D. JPA, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of JPA's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). JPA may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of JPA up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of JPA will operate to prohibit or otherwise restrict JPA's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to JPA at law or under this Agreement in the event of any breach of this Agreement, JPA, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the JPA may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the JPA may extend the time of performance;
 - iii. The JPA may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The JPA may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that JPA incurs upon a breach of this Agreement or in the JPA's exercise of its remedies under this Agreement.

- G. In the event JPA is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of JPA without restriction or limitation upon their use or dissemination by JPA. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to JPA, a perpetual license for JPA to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that JPA will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by JPA. JPA will grant such consent of disclosure as legally required. Upon request, all JPA data will be returned to JPA upon the termination or expiration of this Agreement. CONSULTANT will not use JPA’s name or insignia, photographs, or any public JPA image pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of JPA.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
CampaignRep
12655 W. Jefferson Blvd Floor 4
Los Angeles, CA 90066
Attn: Chris Garcia
Phone: 323-537-6254

JPA:
California Cities for Self-Reliance
P.O. Box 790
Bellflower, CA 90707
Attn: Juan Garza, Exec Director
Phone: 562-882-7474

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of JPA. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 JPA'S RIGHT TO EMPLOY OTHER CONSULTANTS: JPA reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, JPA will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of JPA, during the term of his or her service with JPA, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the JPA of

Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to JPA approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between JPA and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

- 6.20 **FORCE MAJEURE:** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the JPA, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the JPA Representative in writing of the causes of the delay. The JPA Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the JPA Representative such delay is justified. The JPA Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the JPA for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 **COUNTERPARTS:** This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by JPA.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CALIFORNIA CITIES FOR SELF-RELIANCE:

By: _____

Name: _____

Title: _____

Date: _____

CAMPAIGNREP:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Victor Ponto, General Counsel

EXHIBIT "A"
"Scope of Work"



Proposal - JPA Web Portal

INTRO

Thank you for affording CampaignRep with this opportunity to continue providing the Joint Powers Authority Agency with Digital portal licensing digital consulting services. In today's digital landscape, it is more important than ever to create an active and engaging web presence and to convey the overall mission of the organization with the ability to track and maintain digital records for data driven decision making.

This document outlines our proposed approach to best utilizing our platform to reach these goals. Through the "**JPA Web Portal**," CampaignRep has built an assortment of online tools through which the Organization can significantly increase its level of communication and services for its network of stakeholders.

Our experienced team of developers, designers, and writers are excited about continuing our successful partnership with the JPA and we look forward to continuing to find new ways of improving the organization's web presence and for increasing awareness of it's programs and opportunities for the foreseeable future.

EXECUTIVE SUMMARY

Best practices dictate that organizations have the ability to provide regularly updated information to target audiences across multiple digital mediums and to track engagement and visibility. The JPA Web Portal is equipped with the digital tools needed to maintain the delivery of important messaging to their stakeholders. Along with CampaignRep's Digital Consultation services, these workflows around strategic messaging and data collection can be greatly improved through hands-on technical assistance and strategic execution.

Our proposal offers two different options for the JPA Agency, that will provide staff with communication and crucial data collection tools needed to make sound data driven decisions; and to prepare the Organization on how to handle these tools on in this new digital landscape.

Option A: Software with Digital Consulting Services (**\$1,200 / month**)

Option B: Standalone Software with Standby technical support (**\$850 / month**)



SCOPE OF WORK (DIGITAL CONSULTING SERVICES PACKAGE)

Our experienced team of developers, designers and writers help organizations establish successful outreach strategies that advance their overall mission. Our digital consulting services provide organizations with tailored one-on-one support that has shown established results on improving efficiency and workflow operations. This monthly package also includes the required web portal upkeep services and software licensing services.

Overview of Services

1. On Call Digital Consultation and Execution

1.1 CampaignRep Staff will aid in the development and implementation of digital outreach campaigns.

1.2 CampaignRep staff will meticulously review best practices and workflows to ensure that any campaign actions meet client expectations and timelines

2. Staff & Strategic Digital Meetings

2.1 CampaignRep Staff will be available for staff strategy meetings as well as through private consultations to help assist with organization objectives

3. Custom Graphic, Design & Content Generation

3.1 Graphic Designer and Content creators are on standby to help create custom graphics and craft engaging text content

3.2 Customized layout design for digital outreach to ensure highest level of deliverability and engagement.

3.3 Content Creation services available to help increase keyword rich organic content and help bolster search engine optimization results

4. A-B Testing for Blogs, Emails & SMS Messages

4.1 Testing the responsiveness of the web portal on different device types such as mobile, tablet and PC to ensure highest rate of deliverability

5. Technical Training

5.1 CampaignRep staff will be on standby to help assist staff with technical training on how to utilize the platform tools and provide feedback on potential areas of improvement

STARTING AT

\$1,200 /mo



SOFTWARE - WEB PORTAL

Our enterprise suite of digital tools provide agencies with a one-stop-shop approach to handle all of their digital outreach and data collection requirements. Ready to go out of the box with 5 usage licenses to access the backend system.

COMPONENTS

Website / Information Hub (Front-End)

- | | | |
|-----|--|---------------|
| # 1 | <ul style="list-style-type: none">- Fully customized front-end website development- Testing and Development of User-experience workflows- Implementation of user generated graphics, images, and stock photos- Layout of highly interactive web interfaces for the general public | Public |
|-----|--|---------------|
-

Content Management System - CMS (Back-End)

- | | | |
|-----|---|---------------|
| # 2 | <ul style="list-style-type: none">- User friendly software to add, edit and delete web articles and pages- Web Assets component to store and all PDF, images, videos and other media assets for easy online sharing- Data and analytics on content engagement | <i>Secure</i> |
|-----|---|---------------|
-

Contact Management - CRM (Back-End)

- | | | |
|-----|---|---------------|
| # 3 | <ul style="list-style-type: none">- Proprietary CRM software that captures and syncs data from the Front-end to the Back-end- Enterprise contact records that store data per contact in one place creating a unified holistic record for each person | <i>Secure</i> |
|-----|---|---------------|
-

Digital Communications (Back-End)

- | | | |
|-----|--|---------------|
| # 4 | <ul style="list-style-type: none">- E-Mail Component- SMS Component- Create and Manage targetted outreach strategies directly to contacts in the users database. | <i>Secure</i> |
|-----|--|---------------|
-



STANDALONE SOFTWARE LICENSING FEE

ONGOING - MONTHLY SERVICE	Description	Total
Web Portal Upkeep Fee	Hosting, Website, Software, Security Monitoring, Support Hours (8 included)	\$850/mo
Mass Email	Enterprise Communication Tools Set-Up and Custom Integration	\$150 per 10,000 Emails sent
Mass Text SMS	Enterprise Communication Tools Set-Up and Custom Integration	<i>\$0.04 per text message</i>
Textable Phone Number (each)	Acquisition and registration of compliant textable phone number for SMS marketing component	<i>\$25 per phone number</i>

STARTING AT

\$850/mo



DIGITAL CONSULTATION SERVICE DELIVERABLES

Through our continued partnership with the JPA, we will continue to provide digital support services related to content creation and digital outreach services to further promote the JPA's Mission and bring more awareness to its programs and community news.

DELIVERABLE	DESCRIPTION	VOLUME
Newsletter	Monthly Newsletter to JPA mailing list	1 per month
Blog Articles	Custom Content Pages promoting JPA news	5 per month
Outreach Report	Delivery Statistics for Digital Outreach	1 per month

NEXT STEPS

1. Accept the proposal as is or discuss desired changes. Please note that changes to the scope of the project can be made at any time.
2. Finalize and sign contract.
3. Schedule a Kick-Off Meeting with staff and descion makers.

THANK YOU!

Following this proposal's approval, we will build and implement the strategic components outlined in this proposal. We thank you for considering our firm and we look forward to providing you with the critical services needed to help your organization continue to grow its online presence and digital outreach.

Chris Garcia

CEO & Project Lead, CampaignRep Inc

C: 323-537-6254

E: chris@campaignrep.com





OUR MISSION

The mission of CampaignRep is to employ its considerable resources and expertise through the development of innovative online applications and strategies designed to help businesses and organizations attain their goals.

OUR VISION

CampaignRep has taken the best-of-the-best open source technologies and bundled them together in one easy-to-use online framework, so clients can focus on what matters most - **Advancing Their Mission.**



REVENUE/EXPENDITURE REPORT
07/20/2022 JPA MEETING

ITEM 6

Page: 1
7/19/2022
4:56 pm

City of Hawaiian Gardens

For the Period: 7/1/2021 to 6/30/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: SR SPECIAL REVENUE FUNDS							
Fund: 50 - CA CITIES FOR SELF RELIANCE							
Revenues							
Function:							
Dept: 0000 ASSETS							
Acct Class: REV REVENUE							
3742.0050 JPA MEMBERSHIP FUNDING	135,000.00	135,000.00	135,000.00	0.00	0.00	0.00	100.0
3742.0052 CASINO DONATIONS	100,000.00	100,000.00	92,500.00	0.00	0.00	7,500.00	92.5
REVENUE	235,000.00	235,000.00	227,500.00	0.00	0.00	7,500.00	96.8
ASSETS	235,000.00	235,000.00	227,500.00	0.00	0.00	7,500.00	96.8
Function:	235,000.00	235,000.00	227,500.00	0.00	0.00	7,500.00	96.8
Revenues	235,000.00	235,000.00	227,500.00	0.00	0.00	7,500.00	96.8
Expenditures							
Function:							
Dept: 4908 JOINT POWERS AUTHORITY							
Acct Class: OPER OPERATING COSTS							
4200.0050 CONTRACT SVC-EX DIR JPA	95,000.00	88,200.00	60,000.00	5,000.00	0.00	28,200.00	68.0
4200.0052 COMMUNICATIONS	0.00	6,800.00	6,800.00	850.00	0.00	0.00	100.0
4202.0000 AUDIT SERVICES	8,000.00	8,000.00	2,900.00	0.00	0.00	5,100.00	36.3
4210.0000 TRAVEL & MEETINGS	0.00	0.00	2,571.27	2,571.27	0.00	-2,571.27	0.0
4211.0000 MEETING STIPENDS	18,750.00	18,750.00	12,875.00	1,000.00	0.00	5,875.00	68.7
4213.0000 OTHER OPERATING COSTS	13,250.00	13,250.00	940.40	0.00	0.00	12,309.60	7.1
4250.0001 LEGISLATIVE ADVOCATE/JPA	80,000.00	80,000.00	79,992.00	6,666.00	0.00	8.00	100.0
4252.0000 SPECIAL COUNSEL - CONTRACT	20,000.00	20,000.00	28,731.00	830.00	0.00	-8,731.00	143.7
OPERATING COSTS	235,000.00	235,000.00	194,809.67	16,917.27	0.00	40,190.33	82.9
JOINT POWERS AUTHORITY	235,000.00	235,000.00	194,809.67	16,917.27	0.00	40,190.33	82.9
Function:	235,000.00	235,000.00	194,809.67	16,917.27	0.00	40,190.33	82.9
Expenditures	235,000.00	235,000.00	194,809.67	16,917.27	0.00	40,190.33	82.9
Net Effect for CA CITIES FOR SELF RELIANCE	0.00	0.00	32,690.33	-16,917.27	0.00	-32,690.33	0.0
Change in Fund Balance:			32,690.33				
Net Effect for SPECIAL REVENUE FUNDS	0.00	0.00	32,690.33	-16,917.27	0.00	-32,690.33	
Grand Total Net Effect:	0.00	0.00	32,690.33	-16,917.27	0.00	-32,690.33	

From: [Michael Vasey](#)
To: [Juan Garza](#)
Cc: [Linda Hollinsworth](#); [Stephanie Arechiga](#); [Victor Ponto](#); [Michael B. O'Kelly](#); [John Park](#)
Subject: RE: 2021-2022 CA Cities for Self-Reliance JPA Revenue: AS OF 05/13/22
Date: Friday, July 15, 2022 3:09:20 PM

Juan,

As we discussed, Parkwest Casinos specifically purchased Bicycle Hotel & Casino as an asset purchase in order to avoid taking on liabilities and contractual obligations of the acquired company. Parkwest Casinos has a number of established vendors, industry organizations, lobbyists, and existing contractual arrangements. Over the next few months, we will continue to assess the operation needs of Bicycle Casino and the integration of Bicycle into the Parkwest organization to determine the most effective operating structure and to avoid duplication of services. After this assessment period, we can further discuss the needs of Parkwest.

Thank you for reaching out, and we look forward to further discussions.

Mike

From: Juan Garza <juan@sixheron.com>
Sent: Tuesday, July 12, 2022 9:48 AM
To: Michael Vasey <mvasey@fortiss.com>; John Park <jpark@fortiss.com>
Cc: Linda Hollinsworth <lindah@hgcity.org>; Stephanie Arechiga <sarechiga@omlolaw.com>; Victor Ponto <vponto@omlolaw.com>; Michael B. O'Kelly <MOKelly@bellgardens.org>
Subject: RE: 2021-2022 CA Cities for Self-Reliance JPA Revenue: AS OF 05/13/22

Hi Mike and John,

Thank you again for the time over the Ring call/video. Per our conversation, if you could please provide me an email or letter with your response to the below and your non-participation in the JPA, I'd appreciate it. I'll ensure our Board is apprised of your very important perspective and situation.

If any questions or comments come up at any time going forward, please do not hesitate to let me or our JPA know. We look forward to your success at the Bike, and working with you in our industry in the future.

The Very Best,

Juan

Juan Garza
Six Heron

562-882-7474

juan@sixheron.com

From: Michael Vasey <mvasey@fortiss.com>

Sent: Sunday, July 10, 2022 9:27 PM

To: Juan Garza <juan@sixheron.com>

Cc: John Park <jpark@fortiss.com>

Subject: RE: 2021-2022 CA Cities for Self-Reliance JPA Revenue: AS OF 05/13/22

Juan,

Do you have a few minutes this Tuesday at 9:30 to discuss the outstanding invoice?

Mike

From: Juan Garza <juan@sixheron.com>

Sent: Wednesday, July 6, 2022 5:57 PM

To: John Park <jpark@fortiss.com>; Michael Vasey <mvasey@fortiss.com>

Cc: Michael B. O'Kelly <MOKelly@bellgardens.org>; Linda Hollinsworth <lindah@hgcity.org>;

AccountsPayable <AccountsPayable@hgcity.org>

Subject: RE: 2021-2022 CA Cities for Self-Reliance JPA Revenue: AS OF 05/13/22

Hi John and Mike,

Hope you both and the Bike team had a wonderful and successful 4th of July weekend.

I wanted to follow up on this email from May 17 to see if you have any questions with regards to the JPA, as well as the Bike's outstanding invoice dated April 1. I'm sending it along, just in case.

Please let me know if any thoughts, questions, comments, or if you'd like to meet once again to discuss this. Would be more than happy to visit you once again.

Thank you again, standing by.

The Very Best,

Juan

Juan Garza

Six Heron

562-882-7474

juan@sixheron.com

From: Juan Garza

Sent: Tuesday, May 17, 2022 10:50 PM

To: jpark@parkwestcasinos.com; mvasey@parkwestcasinos.com

Cc: Michael B. O'Kelly <MOKelly@bellgardens.org>; Linda Hollinsworth <lindah@hgcity.org>;
AccountsPayable <AccountsPayable@hgcity.org>

Subject: 2021-2022 CA Cities for Self-Reliance JPA Revenue: AS OF 05/13/22

Hi John and Mike,

Thank you again for your time this afternoon. It was a pleasure to meet you, our JPA is proud to welcome you to the family and wishes you the very best as you and the team begin your new efforts at the Bike!

Per our conversation and your request, attached please find a listing of all revenues received as of May 13. As you can see, they're broken down for easy identification by entity, as well as quarterly billings per cardroom. We broke it down in this manner so as to ease things for our cardrooms as they were all suffering and recovering from the effect of a then-unstable COVID-19 environment. I expect we will continue to break down these payables once again this coming fiscal year that commences on July 1.

In addition, I'm also including an invoice for the last outstanding invoice to the Bike.

The JPA exists to support not only its member cities, but its partner cardrooms as well. The JPA is really looking forward to working with you.

Please let me know if we can be of any information or assistance at any time.

The Very Best,

Juan

Juan Garza

Six Heron

562-882-7474

juan@sixheron.com

ITEM 7

California Cities for Self-Reliance
Budget Presentation
DRAFT

ADOPTED Budget FY 2022-23		PROPOSED Budget FY 2022-23
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Revenues:

Annual Funding 2021-22 - Bell Gardens	\$30,000	\$35,000
Annual Funding 2021-22 – Commerce	\$30,000	\$35,000
Annual Funding 2021-22 – Compton	\$30,000	\$35,000
Annual Funding 2021-22 – Cudahy	\$15,000	\$20,000
Annual Funding 2021-22 – Hawaiian Gardens	\$30,000	\$35,000
Annual Funding 2021-22 – Cardrooms	\$100,000	\$70,000
Annual Funding 2021-22 – Additional Cities	\$0.00	\$0.00

Total Revenues **\$235,000** **\$230,000**

Expenses:

FY 2021-22 Budget		Proposed Budget
------------------------------	--	----------------------------

Board of Director's Stipend (15 meetings)	\$16,875	\$16,875
Executive Director	\$80,925	\$71,725
Operational Expenses	\$9,000	\$9,000
Legal Services	\$30,000	\$30,000
Financial Services	\$8,000	\$8,000
Legislative Lobbying	\$80,000	\$80,000
Communications	\$10,200	\$14,400
Contingency	\$0.00	\$0.00

Total Expenses **\$235,000** **\$230,000**



TO: Honorable Chair and Members of the Governing Board

FROM: Juan Garza, Executive Director

SUBJECT: **Executive Director Report/Summary**

DATE: July 20, 2022

- 1) COVID-19 Status in CA & LA County – DPH Meeting with Cardrooms on 07/20/22 @ 11 am
- 2) SB 576 / Moratorium Legislative Activity
- 3) Online Gaming Statewide Initiatives Efforts –
 - a. Proposition 26 – California Sports Wagering Regulation and Unlawful Gambling Enforcement Act (tribal initiative).
 - b. Proposition 27 – California Solutions to Homelessness and Mental Health Act (Draft King initiative).
 - c. Campaigns
 - d. League of CA Cities
 - e. AFSCME
 - f. CA Democratic Party
 - g. California Labor Federation