

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda

Tuesday, March 15, 2022

6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Graciela Ortiz
Mayor

Eduardo “Eddie” Martinez
Vice Mayor

Karina Macias
Council Member



Marilyn Sanabria
Council Member

Manuel “Manny” Avila
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.hpca.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT
WHILE COUNCIL IS IN SESSION. Thank you.**

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

PUBLIC COMMENT

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing. If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hpcg.gov or Esarmiento@hpcg.gov or by telephone, by calling (323) 584-6297, up to one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record. Below is the virtual link and toll free phone number to participate in the meeting.

JOIN VIRTUALLY AT:

<https://zoom.us/j/97897123169?pwd=NkhsNEFacUZCMmJyVFRkOFBsQXZMdz09>

OR PARTICIPATE BY PHONE AT:

- **Toll Free: 669-900-9128,**
- **Meeting ID: 978 9712 3169, then #**
- **Password: 632516**

*ATTENDEES WILL BE MUTED UNTIL THE PUBLIC PARTICIPATION PERIOD IS OPENED. If you are joining by phone, press *9 to be placed in the queue to speak and *6 to unmute your line. Comments from the public are limited to 3 minutes per speaker.*

In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at www.hpca.gov or virtually via the Zoom link provided above.

The City of Huntington Park thanks you in advance for your cooperation.

For both open and closed session, each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hpca.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Graciela Ortiz
Vice Mayor Eduardo "Eddie" Martinez
Council Member Karina Macias
Council Member Marilyn Sanabria
Council Member Manuel "Manny" Avila

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. WOMEN'S HISTORY MONTH PROCLAMATION
2. INTERNATIONAL WOMEN'S DAY PROCLAMATION
3. RECOGNITION OF LOCAL BUSINESS OWNER

PUBLIC COMMENT

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing, any emailed public comment will be read into the record at this time.

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4)
Consideration of initiation in one potential case

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

OFFICE OF THE CITY CLERK

1. CITY COUNCIL MEETING MINTUES

RECOMMENDED THAT CITY COUNCIL:

Approve Minute(s) of the following City Council Meeting(s):

- 1-1. Regular City Council Meeting held March 1, 2022

2. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution No. 2022-10 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

FINANCE

3. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

Approve Accounts Payable and Payroll Warrant(s) dated March 1, 2022;

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

4. CONSIDERATION AND APPROVAL TO AUTHORIZE A REIMBURSEMENT AGREEMENT WITH THE SALVATION ARMY FOR CRISIS HOUSING

RECOMMENDED THAT CITY COUNCIL:

1. Authorize an agreement with the Salvation Army for crisis shelter beds for a term March 1, 2022 through June 30, 2023 for a not-to-exceed amount of \$62,415.50; and
2. Approve a budget appropriation in the amount of \$62,415.50 from Account No. 111-9050-462.56-41 General Fund - American Rescue Funds Contractual Services; and
3. Authorize the City Manager to execute the agreement.

FINANCE

5. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING NEW AND REVISED CLASS SPECIFICATIONS FOR THE POSITIONS OF RISK MANAGEMENT ANALYST, FLEET/STREET MANAGER, POLICE RECORDS SUPERVISOR, AND POLICE CAPTAIN

RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2022-08 – A Resolution of the City Council of the City of Huntington Park Approving New and Revised Class Specifications for the positions of Risk Management Analyst, Fleet/Street Manager, Police Records Supervisor, and Police Captain

PUBLIC WORKS

6. CONSIDERATION AND APPROVAL TO AMEND NORTH STAR LANDSCAPE'S CONTRACT SERVICES AGREEMENT TO INCLUDE LANDSCAPE MAINTENANCE OF VETERANS PARK

RECOMMENDED THAT CITY COUNCIL:

1. Approve the amendment to North Star Landscape's Contract Services Agreement to oversee and perform landscape maintenance of Veterans Park for a monthly fee of \$14,560 and extend the contract until April 15, 2024 as per the original agreement executed on April 15, 2019;
2. Obligate the allocation of an additional \$58,240 for the remaining 2021-22 fiscal year budget to Account No. 535-8090-452.56-60 and a fiscal yearly amount of \$174,720 starting in fiscal year 2022-23 and until the contract sunsets on April 15, 2024;
3. Authorize North Star Landscape to commence work starting April 1, 2022; and
4. Authorize the City Manager to execute the First Amendment.

7. CONSIDERATION AND APPROVAL TO ALLOW PUBLIC WORKS STAFF TO PURCHASE A UTILITY SERVICE TRUCK

RECOMMENDED THAT CITY COUNCIL:

1. Approve the purchasing of a utility service truck for the Public Works Department for a not to exceed fee of \$45,000 payable from Account No. 741-8060-431.74-10 Fleet Fund Capital Equipment; and
2. Approve a budget transfer from Account No. 111-8095-431.61-50 General Fund Street Maintenance Supplies to Account No. 741-8060-431.74-10 (all City vehicles are purchased from the Fleet Fund); and
3. Authorize the City Manager to execute all applicable agreements.

8. CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2019-14 ATP CYCLE V PROJECT NO. ATPSB1L-5150(017)

RECOMMENDED THAT CITY COUNCIL:

1. Award the design of Project Approval and Environmental Design of CIP 2019-14 ATP Cycle V Project No. ATPSB1L-5150(017) to West & Associates Engineering, Inc. for a not-to-exceed fee of \$24,800;
 2. Utilize Account No. 202-8080-431.76-23 as the \$24,800 is reimbursable from the State of California Department of Transportation (Caltrans); and
 3. Authorize the City Manager to execute the professional services agreement.
9. **CONSIDERATION AND APPROVAL OF LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM ANNUAL EXPENDITURE PLAN FOR FY 2022-23**

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for FY 2022-23.

CITY MANAGER

10. **CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO RETAIN CABRERA CAPITAL MARKETS, LLC AS SOLE BOND UNDERWRITER, JONES HALL AS BOND AND DISCLOSURE COUNSEL, NHA ADVISORS AS MUNICIPAL ADVISOR TO HELP THE CITY ISSUE LEASE REVENUE BONDS AS SECURED BY MEASURE S REVENUES FOR THE PURPOSE OF RENOVATING AND IMPROVING THE CITY'S AQUATIC CENTER AND EVALUATE AND ANALYZE OTHER POTENTIAL BOND RELATED FINANCINGS**

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution No. 2022-09 to authorize the City of Huntington Park to issue Lease Revenue Bonds ("the bonds") as secured by Measure S sales tax revenues for the purpose of renovating and improving the city's aquatic center and hire the above referenced finance team to execute the issuance of the bonds and analyze other potential bond related financings.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Eduardo “Eddie” Martinez

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, April 5, 2022 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 11th day of March 2022.


Eduardo Sarmiento, City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, March 1, 2022

The City Council hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing conducted this meeting in accordance with

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, March 1, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Councilmember(s): Manuel "Manny" Avila, Marilyn Sanabria, Karina Macias, Vice-Mayor Eduardo "Eddie" Martinez and Mayor Graciela Ortiz

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager Ricardo Reyes; Cesar Roldan, Director of Public Works; Raul Alvarez Assistant City Manager; Eduardo Sarmiento, City Clerk; Cosme Lozano, Chief of Police, Director of Finance & Administrative Services – Absent; Steve Foster, Director of Community Development; Sergio Infanzon, Director of Communications; Araceli Almazan, City Attorney, Cynthia Norzagaray Director of Parks & Recreation.

INVOCATION

Invocation was led by Mayor Graciela Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Clerk Eduardo Sarmiento

PRESENTATION(S)

1. RECOGNITION OF ANIMAL CONTROL OFFICER

PUBLIC COMMENTS

The following members of the public submitted public comments:

1. Vianey Rocha
2. Sandra Guerrero
3. Eva Serrano
4. Zumba class advocate (no name provided)
5. Zumba class advocate (no name provided)
6. Zumba class advocate (no name provided)
7. Zumba class advocate (no name provided)
8. Zumba class advocate (no name provided)
9. Zumba class advocate (no name provided)

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [03-1-22 Regular City Council Meeting](#))

STAFF RESPONSE

Mayor Ortiz thanked community members for providing public comment and asked the City Manager or Director of Parks and Recreation to provide a response to the public comments.

Parks and Recreation Director Cynthia Norzagaray provided a response to the public commenters related to the Zumba class at Keller Park. She shared that organized group event require a permit and additional conditions be met prior to starting a class of this kind. Ms. Norzagaray invited the participants to join the aerobics class held at Salt Lake Park, and fee waivers are also available for those with limited resources. She added that if any of the women are interested in becoming an instructor please reach out to Parks and Recreation in order to facilitate those efforts.

Mayor Ortiz directed staff to reach out to Ms. Rocha who is the leader of the Zumba group at Keller Park, and advised Ms. Rocha to inquire about the steps to become an instructor. She also director staff to contact the other Zumba group members and inform them of the fee waivers and reasons for not allowing the class to continue. Mayor Ortiz emphasized the importance of safety and following existing protocols when starting this kind of program, and encouraged the group to peruse the idea collaboratively with City staff.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [03-1-22 Regular City Council Meeting](#))

CLOSED SESSION

City Attorney Almazan announced it is now appropriate that City Council recess into closed session to discuss the matters listed under the close session portion of the agenda.

Mayor Graciela Ortiz recessed to closed session at 6:20 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4)
Consideration of initiation in one potential case

Mayor Graciela Ortiz reconvened to open session at 7:09 p.m. with all Councilmembers present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Araceli Almazan announced the minutes should reflect that with all five members of the City Council present, the two (2) items listed on the close session agenda were discussed. With regard to item one (1) and two (2) Council was briefed, but no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

MOTION: Councilmember Sanabria moved to approve the consent calendar, seconded by Councilmember Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Avila, Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz

NOES: None

1. CITY COUNCIL MEETING MINTUES

Approve Minute(s) of the following City Council Meeting(s):

1-1. Regular City Council Meeting held February 15, 2022

FINANCE

2. CHECK REGISTERS

Approve Accounts Payable and Payroll Warrant(s) dated March 1, 2022;

END OF CONSENT CALENDAR

REGULAR AGENDA

PARKS AND RECREATION

3. RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DODGERS DREAMTEAM PROGRAM GRANT FROM THE LOS ANGELES DODGERS FOUNDATION FOR THE 2022 BASEBALL AND SOFTBALL SEASON AT SALT LAKE PARK.

MOTION: Councilmember Sanabria moved to adopt Resolution No. 2022-07, authorizing the acceptance of the Dodgers RBI Grant from the Los Angeles Dodgers Foundation for the 2022 Baseball season at Salt Lake Park; and authorize the City Manager to execute all related grant documents, seconded by Councilmember Avila. Motion carried by unanimous consent.

AYES: Council Member(s): Avila, Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz

NOES: None

PUBLIC WORKS

4. CONSIDERATION AND APPROVAL TO ADOPT AN ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY AS A CONDITION TO RECEIVE STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY GRANTS

MOTION: Councilmember Sanabria moved to consider adoption of an Environmentally Preferable Purchasing and Practices (EPPP) Policy as a condition to receive State Department of Resources Recycling and Recovery (CalRecycle) grants, seconded by Councilmember Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Avila, Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz

NOES: None

5. CONSIDERATION SETTING APRIL 19, 2022 FOR THE ADOPTION OF LOCAL ROADWAY SAFETY PLAN

MOTION: Councilmember Macias moved to set April 19, 2022 to adopt the Local Roadway Safety Plan; and authorize staff to post the draft Local Roadway Safety Plan on the City's website and distribute to community stakeholders for comment, seconded by Councilmember Avila. Motion carried by unanimous consent.

AYES: Council Member(s): Avila, Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz

NOES: None

6. CONSIDERATION AND APPROVAL TO SOLICIT BIDS FOR THE DESIGN-BUILD OF FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY FACILITIES

MOTION: Councilmember Sanabria moved to authorize staff to publish and solicit a Request for Bid (RFB) from a State of California licensed C-16 - Fire Protection Contractor, per California Code of Regulations, Title 16, Division 8, Article 3 to design, fabricate/manufacture and install a fire protection alarm system at thirteen City facilities, seconded by Mayor Ortiz. Motion carried by unanimous consent.

AYES: Council Member(s): Avila, Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz

NOES: None

7. CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21/22

Councilmember Macias recused herself prior to item seven (7) beginning.

MOTION: Councilmember Sanabria moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide Construction Management and Inspection Services (CM/CI) for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22, seconded by Councilmember Avila. Motion carried by unanimous consent.

AYES: Council Member(s): Avila, Sanabria, Vice Mayor Martinez, and Mayor Ortiz

NOES: None

RECUSED: Councilmember Macias

At the conclusion of item seven (7) Councilmember Macias rejoined the Council meeting.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

Communications Director Sergio Infanzon provided a report from the previous months events and workshops. He then shared the dates and times for upcoming events and workshops which are available on the City's webpage.

Parks and Recreation Director Cynthia Norzagaray shared that a blood drive will be held tomorrow at Salt Lake Park from 10:00 a.m. to 4:00 p.m. She also shared that in April the City will hold a 5k run and education event.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [03-1-22 Regular City Council Meeting](#))

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Council Member Manuel Avila wished Councilmember Sanabria a Happy Birthday.

Council Member Marilyn Sanabria thanked staff and gave a special thanks to Sergio for the coordination of the Spay and Neuter clinic. She encouraged everyone to take advantage of the Spay and Neuter clinic in order to help control the animal population.

Council Member Karina Macias thanked staff for their work. She thanked Police Chief Lozano and the Public Works team for their help with the food distribution event at Gage Middle School. She also thanked Sergio Infanzon for the successful events. She closed by wishing Councilmember Sanabria a Happy Birthday and a Happy Women's Month to all women.

Vice Mayor Eduardo "Eddie" Martinez thanked staff for all their efforts and keeping us safe. He also wished Councilmember Sanabria a Happy Birthday, and closed his remarks by congratulating Animal Control officer Lozano for his dedication to the City and his great work.

Mayor Ortiz reminded everyone to participate in the upcoming state of the City on March 12, 2022 at Keller Park. She then posed a question to the Community Development Director. She shared that participants of the first time home buyer workshops are inquiring when the application will be ready. She then requested that the Public Works department evaluate the HP Express stops to ensure all signs are properly posted and each stop on the route is needed.

ADJOURNMENT

Mayor Ortiz adjourned the meeting at 7:27 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday March 15, 2022 at 6:00 pm

Respectfully submitted,

Eduardo Sarmiento
City Clerk

ITEM NO. 2



CITY OF HUNTINGTON PARK

City Clerk's Office
City Council Agenda Report

March 15, 2022

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

IT IS RECOMMENDED THAT CITY COUNCIL:

Adopt Resolution No. 2022-10 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this resolution is to clarify that cities may continue to meet remotely in accordance with the procedures outlined by previous executive orders issued. Assembly Bill (AB) 361 allows cities to continue to meet remotely during gubernatorial states of emergency under modified Brown Act provisions. The provisions enacted in AB 361 providing flexibility to meet remotely during a proclaimed emergency ***will sunset on January 1, 2024.***

AB 361 amends Government Code § 54953 to provide more clarity on the Brown Act's rules and restrictions surrounding the use of teleconferencing to conduct meetings. AB 361 provides relief from teleconferencing requirements, including the obligation to post meeting agendas at all teleconference locations for local agencies. However, the meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Meaning, although local agencies are relieved from this obligation, local agencies should endeavor to post meeting agendas at all usual locations where it remains feasible to do so.

ADOPT RESOLUTION NO. 2022-04 AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

March 15, 2022

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Additionally, AB 361 clarifies on the following:

(A) State of Emergency: Teleconferencing will be Allowed as long as There is an Active Gubernatorial State of Emergency

The bill amends the Brown Act to allow local agencies to continue using teleconferencing and virtual meeting technology ***as long as there is a gubernatorial “proclaimed state of emergency.”*** It is not sufficient that county and/or city officials have issued a local emergency declaration – the emergency declaration must be one that is made pursuant to the California Emergency Services Act (Gov’t Code § 8625).

(B) Public Participation and Public Comment

(1) Local agencies must ensure that the opportunity for the public to participate in a meeting remains as accessible as possible

This means that local agencies cannot discriminate against members of the public participating either remotely or in-person. For instance, local agencies must clearly advertise how members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option. Additionally, local agencies are required to provide the remote access information which includes the URL, email addresses, phone numbers, etc. Any of the information related to participation must be included in the relevant meeting notice(s) and meeting agenda(s).

(2) Legislative Bodies must offer the public a chance to comment in real time and until comment period is closed

Additionally, AB 361 requires a public comment period where the public can address the legislative body directly. It expressly prohibits the board from limiting public comments to only comments submitted in advance. Additionally, the legislative body must allow for public comment (written and/or remote) up until the public comment period is closed at the meetings. Until such time during a meeting that the chairperson (or other authorized person) calls for a close to the public comment period, members of the public are allowed to submit their public comments directly or indirectly, orally, written, or otherwise. An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate.

(C) Technical Issues

ADOPT RESOLUTION NO. 2022-04 AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

March 15, 2022

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As discussed above, the agenda must include information on the way the public may access the meeting and provide comments remotely. ***If technical problems arise that result in the public's access being disrupted, the local agency may not take any vote or other official action until the technical disruption is corrected and public access is restored.*** (Gov't Code § 54953(e)(2)(D).)

(D) Local agency must make findings every 30 days by majority vote to continue exemptions to teleconferencing rules

A local agency acting under the teleconference exemptions ***must make findings about whether the circumstances explained above still apply.*** Specifically, when there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, AB 361 requires a legislative body to make ***specified findings*** not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and ***to make those findings every 30 days thereafter***, in order to continue to meet under these abbreviated teleconferencing procedures pursuant to AB 361.

As a result, it is recommended that a resolution be considered by City Council to make said findings (i.e., The legislative body has reconsidered the circumstances of the state of emergency; AND, Any of the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) State or local officials continue to impose or recommend measures to promote social distancing), consistent with AB 361, and reconsider said resolution every 30 days thereafter by a majority vote, should the City desire to move in that direction.

FISCAL IMPACT/FINANCING

There is no fiscal impact with this action.

CONCLUSION

The goal of AB 361 is "to improve and enhance public access to local agency meetings during the Covid-19 pandemic and future applicable state of emergencies, by allowing wider access through conducting teleconferencing meetings consistent with Executive Order N-29-20. In accordance, the City Attorney's Office has prepared a Resolution for City Council's consideration that would authorize the City to conduct teleconferenced public meetings in accordance to AB 361. Upon Council approval, we will proceed with the recommended actions.

**ADOPT RESOLUTION NO. 2022-04 AUTHORIZING THE CITY TO IMPLEMENT
TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361**

March 15, 2022

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Edu Sarmiento", is shown within a rectangular border.

EDUARDO SARMIENTO
City Clerk

ARNOLD M. ALVAREZ-GLASMAN
City Attorney

ATTACHMENT(S)

- A. Resolution No. 2022-10 Authorizing the City to Implement Teleconferenced Open Meetings Pursuant to Assembly Bill 361
- B. Full Text of Assembly Bill 361

ATTACHMENT "A"

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1 **WHEREAS**, on June 11, 2021, the Governor issued Executive Order N-08-21,
2 which extended the provision of N-29-20 concerning the conduct of public meetings
3 through September 30, 2021; and

4 **WHEREAS**, California Assembly Bill 361 was signed into law on September 16,
5 2021 and amended Government Code Section 54953; and

6 **WHEREAS**, Assembly Bill 361 has several requirements to ensure the public can
7 view and make public comments during the teleconferenced open meetings, including:

- 8 • To provide notice of how members of the public may access the meeting
9 and offer public comments, including the chance for all persons to attend
10 the meeting via a call-in or internet-based service option;
- 11 • The City Council cannot take further action on agenda items when there is
12 a disruption which prevents the public agency from broadcasting the
13 meeting, or in the event of a disruption within the City Council's control
14 which prevents members of the public from offering public comments, until
15 public access is restored;
- 16 • Prohibiting City Council from requiring public comments to be submitted in
17 advance of the meeting and would specify that the City Council must
18 provide an opportunity for the public to address the City Council and offer
19 comments in real time;
- 20 • Prohibiting City Council from closing the public comment period until the
21 public comment period has elapsed or until a reasonable amount of time
22 has elapsed; and

23 **WHEREAS**, Government Code Section 54953(e)(3)(A-B) permits public
24 meetings by teleconference but requires agendas be posted at all teleconference
25 locations, each teleconference location shall be identified in the notice and agenda of
26 the meeting or proceeding, and each teleconference location shall be accessible to
27 the public; and

28 **WHEREAS**, Government Code Section 54953(b)(3) provides an alternative to
having public meetings in accordance with Government Code Section 54953(b)(3) when
City Council has reconsidered the circumstances of the COVID-19 state of emergency
and that the following circumstances exists;

- 1 1. The state of emergency as a result of COVID-19 continues to directly impact
2 the ability of the members of City Council and the members of the City's
3 subordinate Committees, Commissions, and Boards to meet safely in
4 person; and
- 5 2. The State of California and the City of Huntington Park continue to impose or
6 recommend measures to promote social distancing

7 **WHEREAS**, the City of Huntington Park continues to impose or recommend
8 measures to promote social distancing, which includes, but is not limited to:

1 1. For the safety of everyone and due to COVID-19, not allowing the public to
2 attend City Council meetings in person.

3 2. Posting COVID-19 safety measures.

4 **WHEREAS**, the proposed action is exempt from the requirements of the California
5 Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section
6 15378(b)(5), in that adopting a Resolution authorizing the City Manager to conduct
7 teleconferenced public meetings for all City's Committees, Commissions, and Boards,
8 does not meet CEQA's definition of a "project", because the action does not have the
9 potential for resulting in either a direct physical change in the environment or a reasonably
10 foreseeable indirect physical change in the environment, and because the action
11 constitutes organizational or administrative activities of governments that will not result in
12 direct or indirect physical changes in the environment and is exempt pursuant to Section
13 15269(c) of the CEQA Guidelines, as specific actions necessary to prevent or mitigate an
14 emergency; and

15 **WHEREAS**, the City Council has considered all information related to this
16 matter, as presented at the public meetings of the City Council identified herein;

17 **WHEREAS**, the City Council finds it is in the best interest of the City to
18 implement teleconferenced open meetings pursuant to Assembly Bill 361; and

19 **WHEREAS**, the Huntington Park City Council have determined that the provisions
20 contained herein are necessary for the preservation of the public health and safety;

21 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
22 PARK DOES HEREBY RESOLVE AS FOLLOWS:**

23 **SECTION 1.** The City of Huntington Park shall charge the fee amount specified
24 in Exhibit A – Proposed Fee Changes to the Master Fee Schedule for Fiscal Year
25 2018-19, attached hereto and incorporated herein by this reference, for each itemized
26 service listed herein.

27 **SECTION 2.** That based on the City's powers, City Council may at its sole and
28 absolute discretion, establish by resolution to authorize the City to conduct
teleconferenced open meetings pursuant to Assembly Bill 361; and

SECTION 3. That the City Council of the City of Huntington Park has reconsidered
the circumstances of COVID-19 state of emergency and that the following circumstances
continue to exist:

- The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the City's subordinate Committees, Commissions, and Boards to meet safely in person; and
- The State of California and the City of Huntington Park continue to impose or recommend measures to promote social distancing.

SECTION 4. Adoption of this Resolution declares and affirms that the City Council of the City of Huntington Park authorizes that public meetings be teleconferenced in accordance to the provisions within AB 361.

1 **SECTION 5.** It is hereby proclaimed and ordered that during the existence of said
2 local emergency, the powers, functions, and duties of the emergency organization of the
3 City shall be as prescribed by federal, state, and county law, as well as the laws,
ordinances and resolutions of the City of Huntington Park.

4 **SECTION 6.** If any section, subsection, paragraph, sentence, clause, phrase,
5 or portion thereof, of this Resolution is declared by a court of competent jurisdiction
6 to be unconstitutional or otherwise invalid, such decision shall not affect the validity
7 of the remaining portions of this Resolution. The City Council declares that it would
8 have adopted this Resolution, and each section, subsection, paragraph, sentence,
9 clause, phrase, or portion thereof, irrespective of the fact that any one or more
sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof,
be declared invalid or unconstitutional. To this end, the provisions of this Resolution
are declared to be severable.

0 **SECTION 7.** That the City Clerk shall certify to the passage and adoption of
1 this Resolution and enter it into the book of original Resolutions and is directed to
2 transmit a certified copy of this Resolution to the Board of Supervisors and the County
3 Clerk of the County of Los Angeles.

4 **PASSED, APPROVED AND ADOPTED this 15th day of March, 2022.**

5
6
7 _____
8 Gabriela Ortiz,
Mayor

9 **ATTEST:**

10
11
12 _____
13 Eduardo Sarmiento,
14 City Clerk

ATTACHMENT "B"

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. 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, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these 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. The bill would require the legislative body to 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. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit 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. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

ITEM NO. 3

**City of Huntington Park
List of Funds**

Fund	Description
111	General Fund
121	Special Revenue Welfare Inmate
122	Prevention Intervention
152	Greenway Linear Park Project
210	Measure M
216	Employees Retirement Fund
217	OPEB
219	Sales Tax - Transit Proposition A
220	Sales Tax - Transit Proposition C
221	State Gasoline Tax Fund
222	Measure R
224	Office of Traffic & Safety
225	Cal Cops Fund
226	Air Quality Improvement Trust
227	Office of Criminal Justice
228	Bureau of Justice Fund
229	Police Forfeiture Fund
231	Parking System Fund
232	Art in Public Places Fund
233	Bullet Proof Vest Grant
239	Federal Community Development Block Grant
242	HUD Home Program
275	Successor Agency
283	Sewer Maintenance Fund
285	Solid Waste Management Fund
287	Solid Waste Recycle Grant
334	Ped/Bike Path Fund
475	Public Financing Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund

**City of Huntington Park
Demand Register
WR 3/15/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADAMSON POLICE PRODUCTS	INV361356	111-7022-421.61-24	NEW UNIFORMS-PD	777.27
	INV364531	111-7022-421.61-24	NEW UNIFORMS-PD	148.84
ALADDIN LOCK & KEY SERVICE	31554	111-8022-419.43-10	KEYS FOR COURTHOUSE	\$926.11
	31759	111-8023-451.43-10	KEY FOR BATHROOM IN FIELD	101.30
	31603	111-8024-421.43-10	RE-KEY CHIEFS OFFICE	24.26
	31758	741-8060-431.43-20	KEY FOR PD CAR UNIT 197	317.37
				195.14
ALL CITY MANAGEMENT SERVICES, INC	73244	111-7022-421.56-41	CROSSING GUARD SVCS	\$638.07
	73577	111-7022-421.56-41	CROSSING GUARD SVCS	124.95
	74194	111-7022-421.56-41	CROSSING GUARD SVCS	71.40
	75217	111-7022-421.56-41	CROSSING GUARD SVCS	71.40
				10,111.43
				\$10,379.18
AMAZON.COM SERVICES, INC.	176Y-QDP6-1934	111-6010-451.61-25	OFFICE SUPPLIES - PARKS	219.40
	1L3K-NHTN-MF1G	111-6010-451.61-25	OFFICE SUPPLIES - PARKS	46.29
	1NEW-KNIF4-9G3L	111-6010-451.61-25	OFFICE SUPPLIES - PARKS	153.95
				\$316.98
AMTECH ELEVATOR SERVICES	151400699237	111-8022-419.56-41	CITY HALL ELEVATOR SVCS	972.36
				\$972.36
ANTHONY LINARES	01102022	111-7010-421.59-20	MILAGE REIMBURSEMENT	90.67
				\$90.67
ARDON WELDING INC.	2161	535-8090-452.43-20	IRON FENCE-FREEDOM PARK	3,995.00
				\$3,995.00
AT&T	1/22-2/21	111-6010-419.53-10	SALT LAKE CAMERA	116.28
	000017796774	111-7010-421.53-10	PD DISPATCH PHONE	386.68
	000017660669	111-9010-419.53-10	CITY WIDE PHONE SVCS	0.14
	2/21-3/20	111-9010-419.53-10	BACKUP INTERNET-COMMUNITY CENTER	90.24
	2/23-3/22	111-9010-419.53-10	BACKUP INTERNET-PUBLIC WORKS YARD	90.24
	2/28-3/27	111-9010-419.53-10	BACKUP INTERNET-FREEDOM PARK	79.54
	2/28-3/27	111-9010-419.53-10	BACKUP INTERNET-RAUL PEREZ PARK	79.54
				\$842.66
AT&T MOBILITY	X02142022	111-7010-421.53-10	PD WIRELESS PHONES	1,438.59
	X02252022	111-7010-421.53-10	PD WIRELESS PHONES	3,965.86
				\$5,404.45
AT&T PAYMENT CENTER	12/5-1/4	111-7010-421.53-10	PD PHONE SERVICE	99.89
				\$99.89
BDG LAW GROUP	30278	745-9031-413.32-70	LEGAL SVCS- VARIOUS CASES	2,476.00
				\$2,476.00
BEAR ELECTRICAL SOLUTIONS, INC	14902 & 14901	221-8014-429.56-41	TRAFFIC SIGNAL MONTHLY	6,982.50
				\$6,982.50
BENEFIT ADMINISTRATION CORPORATION	6030494-IN	111-2030-413.56-41	FLEX ADMIN FEES JAN 2022	50.00
				\$50.00
BIG BELLY SOLAR, INC	36950	287-8055-432.61-20	PARTS FOR TRASH STATIONS	2,709.81

**City of Huntington Park
Demand Register
WR 3/15/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BIG BELLY SOLAR, INC	Q38067-4	287-8056-432.61-20	RECYCLE WASTE LINER BAGS	7,524.41
				\$10,234.22
BLACK AND WHITE EMERGENCY VEHICLES	4206	111-7022-421.61-24	2015 CHEVY TAHOE- PD	4,114.38
				\$4,114.38
CALPRIVATE BANK	2423168D3RBBGHEW 2469216QM2XMY2W 2469216QT2XH1K5 2469216QZ2XYS42 2480197D2M45T4A 2423168QMRBGHEW 245930B2S66KYT	111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0210-413.61-20 111-2030-413.61-20	SMART AND FINAL COUNCIL SUPPLIES AMAZON ONLINE ORDER STARBUCKS COFFEE JADE SAIM ADMIN SUPPLIES CITY CLERK ASSOCIATION	51.78 165.96 33.92 10.00 193.21 74.96 200.00
				\$729.83
CARD INTEGRATORS	00006479	111-7010-421.56-41	DEPARTMENTS PHOTO ID	440.99
				\$440.99
CENTRAL BASIN MWD	HP-JAN22	681-8030-461.41-00	IMPORTED WATER JAN 2022	132,943.89
				\$132,943.89
CENTRAL FORD	385849 385850 386042 385644 385655 385661 385672 385673 385715 385722 385762 386020 386040 386075	219-8085-431.43-21 219-8085-431.43-21 219-8085-431.43-21 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	SUSPENCION SHUTTLE BUS AC AIR VENTS ALL SHUTTLES PARTS FOR UNIT 002 FUEL FILLER PIPE PD UNIT BAR LINKS PD UNIT POLICE UNIT FILLER PART AC HIGH PRESSURE TUBE FUEL FILLER PIPE AC HIGH PRESSURE WIRE NEW STEERING WHEEL SENSOR FOR PD UNIT 904 PART FOR PD UNITS UPPER/LOWER CONTROL ARM REAR BROKE PADS	309.58 180.01 426.46 213.16 498.37 5.09 198.85 213.16 25.66 189.08 75.37 72.68 704.63 697.10
				\$3,809.20
CHARTER COMMUNICATIONS	0511379021322 0019175020122 0511353021922	111-7010-421.53-10 111-9010-419.53-10 111-9010-419.53-10	PD INTERNET BACKUP CABLE SERVICES-CITY CLERK CITY HALL BACKUP INTERNET	159.98 13.28 194.97
				\$368.23
CINTAS CORPORATION NO 3	4111257037 4111935634	741-8060-431.56-41 741-8060-431.56-41	UNIFORM DRY CLEANING UNIFORM DRY CLEANING	343.83 343.83
				\$687.66
CITY AND COUNTY ENGINEERS ASSOC.	03012022	111-8020-431.64-00	MEMBERSHIP FEES MARCH 22	50.00
				\$50.00
COMMERCIAL TIRE COMPANY	1-171841	741-8060-431.43-20	TRACTOR TIRES UNIT 412	620.00
				\$620.00

**City of Huntington Park
Demand Register
WR 3/15/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CONCENTRA MEDICAL CENTERS	74414409	111-2030-413.56-41	PHYSICAL BUNDLE-EMPLOYEE	493.00
CORPORATE WAREHOUSE SUPPLY	31460	111-9010-419.44-10	KONICA BIZHUB TONER	\$493.00
CRAFCO INC	902641215	221-8010-431.61-21	COLD CATCH BAG- PW	489.85
CREATIVE BUS SALES, INC.	XA111001083.01	219-8085-431.43-21	HANDICAP LIFT MODULES	\$489.85
DAPEER, ROSENBLIT & LITVAK	19859	111-0220-411.32-70	LEGAL SVCS- PD	4,994.12
DATA TICKET INC.	134204	111-7065-441.61-20	ANIMAL CONTROL CITATION	\$2,228.55
	20220101	111-7065-441.61-20	FIREWORKS CITATION	70.00
DEPARTMENT OF ANIMAL CARE & CONTROL	02252022	111-7065-441.56-41	ANIMAL CARE HOUSING	\$70.00
DEPARTMENT OF INDUSTRIAL RELATIONS	E1860481MR	111-8022-419.56-41	ELEVATOR INSPECTION	36.50
DF POLYGRAPH	2022/1	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	12.50
DUNN EDWARDS CORPORATION	2009332009	111-8020-431.43-10	PAINT FOR PW BUILDINGS	\$49.00
	2009335310	111-8095-431.61-50	PAINT FOR GRAFFITI	15,651.37
ESTEBAN PALACIOS	12142021	111-7010-421.59-20	MILAGE REIMBURSTMENT	\$15,651.37
				225.00
EVELIO SUAREZ	01222022	111-7010-421.59-20	MILAGE REINBURSTMENTS	\$225.00
	01292022	111-7010-421.59-20	MILAGE REINBURSTMENTS	700.00
FEDEX	7-673-54720	111-7010-421.61-20	SHIPPING CHARGES	\$700.00
FERGUSON ENTERPRISES INC	1073701	111-8022-419.43-10	PLUMBING SUPPLIES	\$700.00
GEORGE CHEVROLET	105578	741-8060-431.43-20	COOLANT SYSTEM-PD UNIT	\$700.00
	105746	741-8060-431.43-20	REPAIR PARTS FOR UNIT 354	\$416.10
	106249	741-8060-431.43-20	WATER PUMP FPR PD UNITS	\$416.10
GRAINGER	9227256014	741-8060-431.43-20	LIGHT BAR FOR PW	705.46
GUTIERREZ BACKGROUND INVESTIGATIONS	2022-1	111-7010-421.56-41	BACKGROUND INVESTIGATION	402.33
HASA, INC.	794973	681-8030-461.41-00	SODIUM HYPOCHLORITE-WELLS	378.20
	794974	681-8030-461.41-00	SODIUM HYPOCHLORITE-WELLS	\$1,485.99
	794976	681-8030-461.41-00	SODIUM HYPOCHLORITE-WELLS	1,681.19
	797012	681-8030-461.41-00	SODIUM HYPOCHLORITE-WELLS	\$1,681.19
				200.00
				\$200.00
				204.23
				205.60
				183.81
				183.81

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HASA, INC.	797013	681-8030-461.41-00	SODIUM HYPOCLORITE-WELLS	205.60
	797014	681-8030-461.41-00	SODIUM HYPOCLORITE-WELLS	204.23
	797231	681-8030-461.41-00	SODIUM HYPOCLORITE-WELLS	210.35
	797232	681-8030-461.41-00	SODIUM HYPOCLORITE-WELLS	91.90
	797233	681-8030-461.41-00	SODIUM HYPOCLORITE-WELLS	174.76
	799333	681-8030-461.41-00	SODIUM HYPOCLORITE-WELLS	224.65
	799334	681-8030-461.41-00	SODIUM HYPOCLORITE-WELLS	81.69
	799335	681-8030-461.41-00	SODIUM HYPOCLORITE-WELLS	205.60
	800256	681-8030-461.41-00	SODIUM HYPOCLORITE-WELLS	351.58
	800257	681-8030-461.41-00	SODIUM HYPOCLORITE-WELLS	102.11
	800258	681-8030-461.41-00	SODIUM HYPOCLORITE-WELLS	236.90
				\$450.00
IBE DIGITAL	441109	111-9010-419.44-10	BLACK & WHITE TONER	18.07
				\$18.07
INFRASTRUCTURE ENGINEERS	26114	111-6010-451.76-05	CONSTRUCTION/MGMT INSPECTION	6,864.00
	26232	111-6010-451.76-05	CONSTRUCTION/MGMT INSPECTION	7,216.00
				\$14,080.00
INNER CITY VISIONS	1000	111-5010-419.56-49	CD HOMELESS OUTREACH	12,400.90
				\$12,400.90
JDS TANK TESTING & REPAIR INC	16985	741-8060-431.43-20	DESIGNATED OPERATER FEB 2022	135.00
				\$135.00
JOEL GORDILLO	JG202202	111-1010-411.56-41	CM FILMING & BROADCASTING	1,650.00
				\$1,650.00
JONES LUMBER COMPANY, INC	261944	111-8020-431.43-10	PW YARD ROOF REPAIRS	2,870.41
				\$2,870.41
JULIO MORENO	05182021	111-7010-421.59-20	TRAINING REIMBURSEMENT	316.05
				\$316.05
KONICA MINOLTA BUSINESS SOLUTIONS	278272219	111-6010-451.56-41	COPIER LEASE	241.40
				\$241.40
LA COUNTY SHERIFF'S DEPT	221958SG	121-7040-421.56-41	INMATE MEAL SERVICES	414.60
				\$414.60
LAC+USC MEDICAL CENTER	120010	111-7030-421.56-16	SART EXAM - PD	1,074.76
				\$1,074.76
LAN WAN ENTERPRISE, INC	72889	111-7010-419.43-15	IT MONTHLY MAINT	23,910.50
	72917	111-7010-419.43-15	IT SVCS MONTHLY MAINT	205.50
	72889	111-9010-419.43-15	IT MONTHLY MAINT	23,910.50
	72917	111-9010-419.43-15	IT SVCS MONTHLY MAINT	205.50
				\$48,232.00
LB JOHNSON HARDWARE CO.	118967	111-8020-431.43-10	SCREWS FOR CITY HALL	14.34
	119206	111-8020-431.43-10	COMPRESSION COUPLING	48.14
	119323	219-8085-431.43-21	SEALANT SHUTTLE BUS 004	26.26
	119079	741-8060-431.43-20	BOLTS FOR SHOP SUPPLIES	6.50
				\$95.24

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LC ACTION POLICE SUPPLY	435328	111-7022-421.61-24	POLICE SUPPLIES	1,292.15
	435590	111-7022-421.61-24	POLICE SUPPLIES	105.43
LEGAL SHIELD	0143713	111-0000-217.60-50	IDENTITY THEFT PROTECTION	\$1,397.58
				28.90
LONG BEACH PRESS-TELEGRAM	D308C02B-0001	111-1010-411.54-00	NEWSPAPER PUBLICATIONS	\$28.90
	D308C02B-0003	111-1010-411.54-00	NEWSPAPER PUBLICATION	175.41
				227.34
MANAGED HEALTH NETWORK	PRM-070098	111-0000-217.50-60	EMPLOYEE MENTAL WELLNESS	\$402.75
				336.00
MIGUEL FUENTES	04272021	111-7010-421.59-15	TRAINING ACADEMY- PD	\$336.00
				1,594.50
MUNICIPAL WASTE SOLUTIONS	1086	287-8055-432.54-00	BEVERAGE CONTAINER GRANT	\$1,594.50
				4,500.00
NACHO'S LOCK & KEY SERVICE	017223	111-8024-421.43-10	NEW LOCK/KEY- PD OFFICE	\$4,500.00
				154.68
NATIONAL EMBLEM, INC.	396362	111-7022-421.61-27	HPPD UNIFORM PATCHES	\$154.68
				1,669.08
NEW CHEF FASHION INC.	1024177	111-7030-421.61-20	EMPLOYEE UNIFORM	\$1,669.08
	1024178	111-7030-421.61-20	EMPLOYEE UNIFORM	49.60
	1024179	111-7030-421.61-20	EMPLOYEE UNIFORM	49.60
	1024309	111-7030-421.61-20	EMPLOYEE UNIFORM	49.60
				18.74
NICOLAS DE LA O	02102022	111-7010-421.59-20	MILAGE REIMBURSTMENT	\$167.54
				29.48
NORTH STAR LAND CARE	1601-294	535-8090-452.56-60	FEB 2022 LANDSCAPING SVCS	\$29.48
				23,057.75
O'REILLY AUTO PARTS	2959-107913	741-8060-431.43-20	AIR FILTER ALL UNITS	\$23,057.75
	2959-109635	741-8060-431.43-20	AC FILTER UNIT 402	23.31
	2959-110729	741-8060-431.43-20	TWO WAY SPLICE CONNECTOR	78.32
	2959-113870	741-8060-431.43-20	SEALANT ALL UNITS	132.26
	5655-284083	741-8060-431.43-20	BRAKE ROTOR BAND/BELT	19.81
	5655-284756	741-8060-431.43-20	FRONT REAR BRAKE PADS	12.54
	5655-284783	741-8060-431.43-20	BALL JOINT PARTS	375.75
	5655-284786	741-8060-431.43-20	WHEEL WEIGHTS ALL UNITS	232.74
	5655-284830	741-8060-431.43-20	WIPER BLADES	42.42
	5655-285319	741-8060-431.43-20	OIL STABILIZER ALL UNITS	55.54
	5655-285365	741-8060-431.43-20	ELECTRICAL CONNECTORS	112.39
				221.36
				\$1,306.44
OLIVAREZ MADRUGA, LLP	18349	745-9031-413.32-70	REMITTANCE STATEMENT	\$1,306.44
				204.21
				\$204.21
ORANGE LINE DEVELOPMENT AUTHORITY	6	111-5010-419.56-41	HP SB1 STATION AREA PLANS	3,197.57
	7	111-5010-419.56-41	HP SB1 STATION AREA PLANS	8,847.18

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ORANGE LINE DEVELOPMENT AUTHORITY	8	111-5010-419.56-41	HP SB1 STATION AREA PLANS	5,004.27
				\$17,049.02
ORLOFF & ASSOCIATES APC	02222022	745-9031-413.52-30	LIABILITY SETTLEMENT	15,000.00
				\$15,000.00
PARS	49962	111-9010-419.56-41	PARS FEES	476.25
	50023	216-3010-415.56-41	PARS REP FEES	2,533.54
				\$3,009.79
PAUL MUNOZ	01032022	111-7010-421.59-20	MILAGE REIMBURSTMENT	360.36
				\$360.36
PITNEY BOWES	3105340585	111-7040-421.44-10	MAILING SYSTEM CHARGES	593.32
				\$593.32
PURCHASE POWER	03132022	111-9010-419.53-10	POSTAGE	2,658.74
				\$2,658.74
QDOXS	IN41734	111-8020-431.43-05	XEROX COPIER CHARGE	21.90
	IN41734	285-8050-432.43-05	XEROX COPIER CHARGE	21.90
	IN41734	681-8030-461.43-05	XEROX COPIER CHARGE	21.90
				\$65.70
RESOURCE BUILDING MATERIALS	3292348	111-8010-431.61-20	CONCRETE MIX	965.25
				\$965.25
RINCON CONSULTANTS, INC.	21-11410	111-5010-419.56-49	COMMUNITY ENGAGEMENT PORJECT	1,292.50
				\$1,292.50
SALVADOR PEREZ-JIMENEZ	286856	111-8010-431.15-25	BOOT REIMBURSEMENT	200.00
				\$200.00
SONSRAY MACHINERY, LLC	PSO007426-2	741-8060-431.43-20	REPAIR FOR TRACTOR #412	882.87
	PSO009592-1	741-8060-431.43-20	REPAIR TRACTOR UNIT 412	702.02
	PSO010080-1	741-8060-431.43-20	TIRE UNIT 411	717.14
				\$2,302.03
SOUTHERN CALIFORNIA EDISON	001175020122	111-8020-431.62-10	ELECTRICAL SVCS-6900 BISSEL	1,494.91
	1/19-2/15	681-8030-461.62-20	ELECTRICAL SVCS-BEAR/FLORNCE	3,707.77
	12/17-1/18	681-8030-461.62-20	ELECTRICAL SVCS-BEAR/FLORNCE	3,904.77
				\$9,107.45
SPARKLETTTS	15142085022422	111-0110-411.66-05	DRINKING WATER ALL DEPTS	27.53
	15142085022422	111-0210-413.61-20	DRINKING WATER ALL DEPTS	27.53
	15142085022422	111-1010-411.61-20	DRINKING WATER ALL DEPTS	29.93
	15142085022422	111-2030-413.61-20	DRINKING WATER ALL DEPTS	36.12
	15142085022422	111-3010-415.61-20	DRINKING WATER ALL DEPTS	76.84
	15142085022422	111-5010-419.61-20	DRINKING WATER ALL DEPTS	45.50
	15142085022422	111-5055-419.61-20	DRINKING WATER ALL DEPTS	30.34
	15142085022422	111-6010-451.61-20	DRINKING WATER ALL DEPTS	173.84
	15142085022422	111-8020-431.61-20	DRINKING WATER ALL DEPTS	49.91
				\$497.54
STANDARD INSURANCE COMPANY	378917 0002	111-0000-217.50-70	STANDARD ADD. LIFE INSURANCE	324.70
				\$324.70
STAPLES ADVANTAGE	8065393688	111-3010-415.61-20	OFFICE SUPPLIES CITY WIDE	125.86

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STAPLES ADVANTAGE	8065393688	111-6010-451.61-20	OFFICE SUPPLIES CITY WIDE	584.24
	8065393688	111-7010-421.61-20	OFFICE SUPPLIES CITY WIDE	144.49
	8065393688	111-8020-431.61-20	OFFICE SUPPLIES CITY WIDE	111.67
				\$966.26
SUPERION, LLC	345479	111-7010-421.74-10	RMS SYSTEM COMPLETED	4,674.00
	346617	111-9010-419.33-10	JAN 2022 TRANSACTIONS	302.10
				\$4,976.10
T-MOBILE USA	1/21-2/20	111-5055-419.53-10	CE PHONES	114.28
	11/21-12/20	111-8010-431.53-10	PHONE SVCS- PW	774.00
	11/21-12/20	111-8095-431.53-10	PHONE SVCS- PW	208.08
	11/21-12/20	681-8030-461.53-10	PHONE SVCS- PW	154.80
				\$1,251.16
THE GAS COMPANY	1/7-2/8	111-7024-421.56-41	COURT HOUSE GAS CHARGE	1,486.91
	1/11-2/10	111-7024-421.62-10	GAS SVCS FOR VARIOUS BLDGS	1,214.19
	1/11-2/10	111-8020-431.62-10	GAS SVCS FOR VARIOUS BLDGS	653.89
	1/11-2/10	111-8022-419.62-10	GAS SVCS FOR VARIOUS BLDGS	1,435.68
	1/11-2/10	111-8023-451.62-10	GAS SVCS FOR VARIOUS BLDGS	544.31
				\$5,334.98
THORSON MOTOR CENTER	434832	741-8060-431.43-20	TRANSMISSION MOUNT #185	444.95
				\$444.95
TIREHUB, LLC	25581523	741-8060-431.43-20	TIRE UNIT 185	424.00
	25581541	741-8060-431.43-20	TIRES FOR UNIT 186	191.98
				\$615.98
U.S. ARMOR CORPORATION	36460	111-7022-421.61-24	PD BULLET PROOF VESTS	359.13
	36460	233-7010-421.74-10	PD BULLET PROOF VESTS	359.12
				\$718.25
UNDERGROUND SERVICE ALERT OF SO CAL	220220129	221-8014-429.56-41	CHP01 NEW TICKET CHARGES	285.55
	DSB20210386	221-8014-429.56-41	CA STATE FEE DIG ALERT	118.44
				\$403.99
UNITED INDUSTRIES	220532	111-8010-431.61-20	DISPOSABLE SAFETY GLOVES	128.59
				\$128.59
WALTERS WHOLESALE ELECTRIC COMPANY	S119768814.002	111-8022-419.43-10	LAMPS FOR COURT HOUSE	211.14
	S119768814.003	111-8022-419.43-10	LAMPS FOR COURT HOUSE	351.85
				\$562.99
WATER REPLENISHMENT DISTRICT OF	2378	681-8030-461.41-00	GROUNDWATER PRODUCTION	88,783.96
				\$88,783.96
WEBIPLEX, INC	3833	111-7022-421.56-41	ANNUAL SOFTWARE RENEWAL	5,300.00
				\$5,300.00
WEST & ASSOCIATES ENGINEERING, INC	1008.16.05-07	111-8031-433.76-17	STAFFING AUGMENTATION	6,450.00
	1008.16.22-03A	111-8031-433.76-17	INSPECTION PERMITTING FEB	3,700.00
	1008.16.22-03B	111-8031-433.76-17	NPDES SYSTEM FEB 2022	12,600.00
	1008.16.06-01	202-8080-431.76-21	ENGINEERING SVCS FEB 2022	9,000.00
				\$31,750.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
XEROX FINANCIAL SERVICES	3050476	111-8020-431.43-05	COPIER LEASE PAYMENT	59.99
	3050476	285-8050-432.43-05	COPIER LEASE PAYMENT	59.98
	3050476	681-8030-461.43-05	COPIER LEASE PAYMENT	59.99
				\$179.96
				\$534,116.81

ITEM NO. 4



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 15, 2022

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AUTHORIZE A REIMBURSEMENT AGREEMENT WITH THE SALVATION ARMY FOR CRISIS HOUSING

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize an agreement with the Salvation Army for crisis shelter beds for a term March 1, 2022 through June 30, 2023 for a not-to-exceed amount of \$62,415.50; and
2. Approve a budget appropriation in the amount of \$62,415.50 from Account No. 111-9050-462.56-41 General Fund - American Rescue Funds Contractual Services; and
3. Authorize the City Manager to execute the agreement.

BACKGROUND

The City of Huntington Park is experiencing a historic rise in the number of un-housed/homeless individuals within the community. This is a nationwide problem that has significant impacts on the quality of life for the businesses and residents within the community. Individuals may be facing a variety of issues that are causing them to lose their ability to be sheltered. Historically, these issues can stem from financial difficulties, mental health issues, addictions, and other causes and has been compounded by the COVID 19 pandemic.

The Gateway Council of Governments COG) has established a sub-regional homeless services coordination with the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, South Gate, Vernon, and the First Supervisory District of the County of Los Angeles as a local coordinating alliance (LCA1). The purpose of the LAC1 is to coordinate resources and services to address homelessness in south eastern Los Angeles.

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE HOMELESS OUTREACH SERVICES

March 15, 2022

Page 2 of 2

The LCA1 is looking to partner with the Salvation Army for 40 crisis shelter beds. The beds are intended to house homeless individuals that are at least 18 years old and are low barrier/low demand. The shelter will also provide a litany of support services as part of the intake of homeless individuals. The ability of having a shelter bed as a resource will also encourage homeless individuals to get the help that they need and provide Public Safety staff with a tool that they can utilize to encourage individuals to be in a safe environment.


FISCAL IMPACT

The City would be responsible for their fair share (1/8th) of the agreement divided equally between the agencies. The term to for consideration tonight is from March 1, 2022 through June 30, 2023 at a cost of \$62,415.50. The annual cost for Huntington Park will be \$46,785.70 thereafter. The agreement would be allocated from the City's General Fund – American Rescue Funds. It is an allowable expenditure from these funds.

CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,



RICARDO REYES
City Manager

STEVE FORSTER
Interim Community Development Director

ATTACHMENT(S):

A. Draft Agreement

ATTACHMENT "A"

**REIMBURSEMENT AGREEMENT
FOR
SHELTER BEDS WITHIN THE SALVATION ARMY BELL SHELTER**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of March ____, 2022 (**“Effective Date”**) by and among the **CITY OF BELL**, a California charter city (**“Bell”**), the **CITY OF BELL GARDENS**, a California general law city (**“Bell Gardens”**), the **CITY OF COMMERCE**, a California general law city (**“Commerce”**), the **CITY OF CUDAHY**, a California general law city (**“Cudahy”**), the **CITY OF HUNTINGTON PARK**, a California general law city (**“Huntington Park”**), the **CITY OF MAYWOOD**, a California general law city (**“Maywood”**), the **CITY OF SOUTH GATE**, a California general law city (**“South Gate”**), and the **CITY OF VERNON**, a California charter city and municipal corporation (**“Vernon”**), collectively referred to herein as the **“LCA1 Members”** and/or the **“Parties”**.

RECITALS

- A. The cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, South Gate, and Vernon, are members of a Local Coordinating Alliance 1 (**“LCA1”**), a cooperative working group of eight (8) entities developed within the Gateway Cities Council of Governments for subregional homeless services coordination in the Southeast Los Angeles subregion of Service Planning Area 7 (**“SPA 7”**). The LCA1 Members have agreed to coordinate resources and services to address homelessness in the Southeastern Los Angeles region within a provisional pilot program as described / outlined pursuant to the terms in this Agreement.
- B. Los Angeles County (First and Fourth Supervisorial Districts) (**“County”**) will separately participate with The Salvation Army for the same services as set forth herein pursuant to separate agreements directly with the Salvation Army Bell Shelter.
- C. A **“Shelter Bed”** is defined as an occupancy placement within a crisis housing bed or a bridge housing bed within the Salvation Army Bell Shelter located at 5600 Rickenbacker Rd, Bell, CA 9020, for a single adult (age 18 or over) participant referred into a program of comprehensive homeless support services within such shelter. Depending on the service needs of the particular unhoused individual, initial placement may occur in a crisis housing bed that is operated with a low barrier design or in a bridge housing bed. Both crisis and bridge housing beds are intended provide a safe and supportive twenty-four (24) hour residence to individuals experiencing homelessness while enabling assistance for them to obtain permanent housing. A low barrier design program is one in which no participant that is placed within the Salvation Army Bell Shelter shall be required to commit to sobriety, or to commit to an adherence to medications for physical or mental health conditions. Low barrier crisis housing beds are expected to be provided at the Salvation Army Bell Shelter in Building 1E. Bridge housing beds are expected to be provided at the Salvation Army Bell Shelter sober living dormitories in Building 2A/B for participants who prefer to live in a more stable environment. The

number of beds provided in each housing type will be flexible to accommodate the shifting needs of the participants at any time.

- D. It is expected that a number of participants entering the pilot program will have significant barriers to employment and housing. The Parties expect that there will be an on-site Salvation Army Bell Shelter employee who will provide group and individual psychotherapy for participants who need an advanced level of support and are open to engaging in behavioral health services.
- E. Client level data for this pilot program will be entered into the Los Angeles Homeless Services Authority's ("LAHSA") Homeless Management Information System ("HMIS"). HMIS collects participant demographic data, as well as program and service utilization data for auditing, reporting, and to facilitate participant transfer and coordination among available regional homeless services programs.
- F. The LCA1 Members currently participate in the Los Angeles County Coordinated Entry System ("County CES"), which provides for placements of individuals experiencing homelessness within occupiable shelter beds in Los Angeles County. Due to the high demand for shelter beds within Los Angeles County, a shelter bed may not be immediately available to address the needs of the local unhoused population in the Southeast Los Angeles County subregion. Thus, the City of Bell has negotiated an agreement with The Salvation Army to procure the prioritized use of thirty-six (36) shelter beds for the eight (8) participating LCA1 Members, in recognition of the local impacts of homelessness experienced by the LCA1 Members.
- G. The LCA1 Members, have collectively designated the City of Bell as the lead agency to coordinate the implementation of the pilot program proposed by this Agreement for the placement of homeless individuals within the Salvation Army Bell Shelter in an effort to address the unhoused population that the LCA1 Members seek to assist.
- H. This pilot program will require a great deal of cooperation among the LCA1 Members in order to enable the efficient placement of homeless individuals currently to a Shelter Bed within the Salvation Army Bell Shelter.
- I. The Salvation Army Bell Shelter, one of the largest shelters in the nation, is located within the City of Bell in the Southeast Los Angeles County subregion and accepts placements from throughout the Los Angeles County area through the County CES. The Shelter Beds are contracted by various governmental and nonprofit entities, and the Salvation Army Bell Shelter, in recognition of the homeless housing impacts experienced by the LCA1 Members, has agreed to contract with the City of Bell for thirty-six (36) prioritized Shelter Beds to be allocated to the LCA1 Members' homeless population, based on certain conditions.

- J. The City of Bell will take the lead on behalf of the LCA1 Members plus the County to coordinate the prioritized use of forty-two (42) Shelter Beds within the Salvation Army Shelter through a Homeless Liaison (as such term is defined below), which shall be a designated staff member selected by the City of Bell to implement the pilot program under this Agreement that is separately funded by a Measure H Innovation Fund Grant reimbursement through the Gateway Cities Council of Governments.
- K. To this end, the City of Bell and The Salvation Army, a California corporation (“**Salvation Army**”) have entered into an agreement, dated March ____, 2022, as set forth in Exhibit A (the “**Salvation Army Agreement**”), whereby the City of Bell, has acquired the prioritized right for thirty-six (36) Shelter Beds within the Salvation Army Bell Shelter, and additional supportive services to serve the LCA1 Members’ homeless housing population.
- L. Separately, the City of Bell, as lead agency, applied for and received a \$500,000 Measure H Innovation Fund Grant (“**Measure H Grant**”) from the Gateway Cities Council of Governments, which reduces the total cost of this pilot program to the eight (8) LCA1 Members. With Measure H Grant funds, the total estimated cost of the Salvation Army Agreement to the eight (8) participating LCA1 Members would be reduced by fifty percent (50%) from \$999,324 to \$499,324. In return for the Measure H Grant award, the LCA1 Members agree that if the thirty-six (36) Shelter Beds cannot be filled by the LCA1 Members, open placements will be made available to other SPA 7 communities with pre-approval of the designated Homeless Liaison. The total number of SPA 7 placements from outside of the eight (8) LCA1 Members may not exceed fifty percent (50%) of the thirty-six (36) Shelter Beds, which is eighteen (18) out of the thirty-six (36) Shelter Beds at any one time. Placements will not be available to other SPA 7 communities through this Agreement until Shelter Bed occupancy drops below ninety percent (90%) occupancy, or thirty-three (33) of the thirty-six (36) Shelter Beds.
- M. The City of Bell shall appoint an individual to serve as a liaison to all LCA1 Members and the County (the “**Homeless Liaison**”), and shall work with the participating LCA1 Members and the County to coordinate the use of the prioritized Shelter Beds within the Salvation Army Bell Shelter in addition to any other beds that are made available through the County CES.
- N. The Shelter Beds are designed to provide the LCA1 Members with an additional inventory of homeless shelter beds to address the significant impacts of homelessness the LCA1 Members are experiencing. If any individuals choose to leave a placement at the Salvation Army Bell Shelter, either of their own volition or for violating the rules and policies of the Salvation Army Bell Shelter, they will add to the unhoused population in the communities of the Southeast Los Angeles subregion. Thus, the pilot program proposed by the LCA1 Members is designed to provide an enhanced level of support, resources, and communication in order to ensure any placement of individuals within the Salvation Army Bell Shelter remain for as long as reasonably possible.

- O. The LCA1 Members agree that the costs of this Agreement will be shared equally among all of the LCA1 Members and they shall be required to pay their equal share each month during the term of this Agreement. If a LCA1 Member chooses to withdraw from this Agreement, other cities within the SPA 7 area may be added to this Agreement with priority provided to communities closest to the Salvation Army Bell Shelter (which addition may require an amendment or supplement to this Agreement as determined by the City of Bell). The intent of the LCA1 Members is to retain a minimum of eight (8) participating entities, in order to ensure, i) that the cost of this Agreement is not prohibitive for any one member and, ii) that the Shelter Beds remain ninety percent (90%) occupied during the term of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth above are hereby acknowledged and agreed to by the Parties and are incorporated in the terms of this Agreement. Specifically, the City of Bell is acknowledged and agreed to as the lead agency, and its appointed Homeless Liaison is acknowledged and agreed to, for purposes of this Agreement.

Section 2. Term; Termination.

(a) The term of this Agreement will commence on March 1, 2022 and end on June 30, 2023 (the “**Term**”) for a total of 487 days.

(b) In addition, this Agreement may be terminated after June 30, 2022, (i) at the convenience of any LCA1 Member following thirty (30) days prior written notice to the City of Bell, and/or (ii) upon a termination of the Salvation Army Agreement by the Salvation Army or the City of Bell pursuant to the terms of the Salvation Army Agreement. The City of Bell, as lead agency, may replace any party that terminates this Agreement with another city within the SPA7 area that executes an acknowledgement and acceptance of the terms of this Agreement (which, at the City of Bell’s discretion, may require an amendment to this Agreement).

(c) In the event of any termination by a LCA1 Member after June 30, 2022, and a replacement SPA 7 city is not immediately available to take such terminating Party’s share of the costs/payments required herein, then the equitable share of costs for this Agreement (along with the allocation of the thirty-six (36) Shelter Beds for all LCA1 Members) provided in Section 3 below shall be adjusted accordingly.

Section 3. Cost and Payment. It is agreed and acknowledged that the Parties will share the costs of this pilot program equally, and that, regardless of any ability of the City of Bell, the Homeless Liaison, and / or the Salvation Army Bell Shelter to actually enable the utilization of any Shelter Bed within the Salvation Army Bell Shelter for any LCA1 Member’s homeless population, each LCA1 Member shall be required to pay the monthly

amount due under this Agreement on the first day of each month of the Term of this Agreement to the City of Bell in order for the City of Bell to pay any and all monthly invoices received from the Salvation Army without delay. If the invoice received by the City of Bell from the Salvation Army for the use of the Shelter Beds in any given month is less than the amount collectively paid by the LCA1 Members for such month, then the City of Bell shall promptly refund any such overcharge to each of the LCA1 Members on an equal basis.

As the City of Bell, as lead agency, was successful in procuring \$500,000 in Measure H Grant funds from the Gateway Cities Council of Governments, the total cost for each of the Parties (as set forth below) is proportionally reduced during the term of the Measure H Grant fund term.

Total Agreement Cost

The total cost of the Salvation Army Agreement is \$999,324 calculated at thirty-six (36) Shelter Beds per day at a cost of \$57 per bed / per day for 487 days.

The City of Bell will invoice the Gateway Cities Council of Governments for \$500,000 in Measure H Grant fund reimbursements, which would reduce the total cost of this Agreement to \$499,324.

Los Angeles County First Supervisorial District will enter directly into a separate agreement with the Salvation Army Bell Shelter for four (4) additional Shelter Beds at a cost of \$117,420. Los Angeles County Fourth Supervisorial District will enter directly into a separate agreement with the Salvation Army Bell Shelter for two (2) additional Shelter Beds at a cost of \$58,710, to bring the total number of coordinated Shelter Beds in the Southeast Los Angeles subregion to forty-two (42) under this pilot program.

The eight (8) LCA1 Members will be invoiced monthly by the City of Bell for an equal one-eighth (1/8th) share. Each of the eight (8) LCA1 Members will be billed a maximum of \$62,415.50 of the total Agreement of \$499,324.

Monthly Invoice

The City of Bell, as lead agency, will submit the monthly invoice it receives from the Salvation Army pursuant to the Salvation Army Agreement, to each LCA1 Member upon five (5) business days of its receipt therefor, with, if applicable, backup documentation and related reports for the thirty-six (36) Shelter Beds.

Section 4. Specifications. The availability and use of the thirty-six (36) Shelter Beds allocated to each LCA1 Member shall be subject to the following specifications. In recognition of the complexity of the daily operations of the Salvation Army Bell Shelter, and the unknown personal, regional, and local factors which affect Shelter Bed availability, the Parties agree that a high level of communication, coordination, and flexibility is necessary to effectively use all available Shelter Beds, and to refrain from submitting Shelter Bed placements when inventory is not available. There is no guarantee that a Shelter Bed is available at any specific time, as the complex and shifting factors that affect

Shelter Bed inventory are beyond the control of the City of Bell and the Salvation Army Bell Shelter. The purpose of this pilot program is to increase coordination and communication on homelessness within the LCA1 subregion, to develop data at a subregional level, and to develop improved and effective partnerships on a subregional level with regional service providers and nonprofit entities.

(a) Initial Use of Crisis Housing Bed Inventory. Upon the notice from the Salvation Army of availability of Shelter Beds within the Salvation Army Bell Shelter, ten percent (10%) of the thirty-six (36) beds will be designated as public safety priority beds for emergency use by the public safety agencies of all LCA1 Members, for a total of four (4) beds. The remaining ninety percent (90%), or thirty-two (32) beds, will be prioritized as four (4) general inventory beds per each LCA1 Member. This distribution equals eight (8) LCA1 Members times four (4) beds each for a general inventory of thirty-two (32) beds. Initial intake into a public safety priority bed shall also require participation from a public safety agency (e.g., Bell Police Department, Bell Gardens Police Department, Los Angeles County Sheriff, South Gate Police Department, Vernon Police Department, etc.). Once the new resident is placed in a public safety bed and completes the facility intake process, they will be rotated from the priority public safety bed into one of the thirty-two (32) general beds, if a general bed is available. If the LCA1 Members cannot fill the Shelter Bed inventory, and the Shelter Bed occupancy drops below ninety percent (90%), the Homeless Liaison may refer participants from non LCA1 Member SPA 7 cities to ensure that the Shelter Bed inventory is used efficiently up to a maximum of eighteen (18) non LCA1 Member SPA 7 placements at any one time. The LCA1 Members shall use best efforts to efficiently and effectively coordinate the shared use of available Shelter Beds to maintain ninety percent (90%) occupancy and meet their specific local needs depending on bed availability. The Salvation Army has agreed, pursuant to the Salvation Army Agreement to coordinate in good faith to plan transfers of homeless individuals to other available support programs, based on participant eligibility (i.e., Veteran's Administration program shelter beds, Department of Mental Health program shelter beds, Substance Abuse Prevention and Control program shelter beds) to increase the annual number of participants that can benefit from the forty (40) prioritized Shelter Beds under the Salvation Army Agreement. The LCA1 Members acknowledge and agree that the thirty-six (36) Shelter Beds are not actually reserved or dedicated to the LCA1 Members' homeless population, but are merely prioritized to them under the Salvation Army Agreement. Each day there shall be an analysis of the occupancy of Shelter Beds and allocations will be made available to each of the LCA1 Members through the Homeless Liaison in coordination with the LCA1 Members. As such, the effectiveness of this pilot program requires cooperation and consistent communication between the LCA1 Members and the Homeless Liaison, given the fluidity of available bed occupancy (and the rotation in and out of such beds by homeless individuals).

(b) Recalculation of Crisis Housing Bed Inventory. In order to ensure the full and efficient use of the thirty-six (36) prioritized Shelter Beds, cooperation and communication between the Parties is essential. Informal analysis and recalculation of Shelter Bed use ratios shall occur every week day during the Term of this Agreement, and as needed, to use the available Shelter Beds efficiently. An initial thirty (30) day use analysis will be provided to the LCA1 Members by the City of Bell and/or the Homeless

Liaison after the Effective Date and a secondary sixty (60) day use analysis will be provided to the LCA1 Members, in order to determine and agree to the most efficient bed use ratios. Thereafter, quarterly reviews will occur to determine the efficient use of the Shelter Beds, and the effectiveness of this pilot program and how it could be improved. Shelter Bed inventory flexibility is critical in order to effectively address conditions in the field (given the fact that individuals placed within the Salvation Army Bell Shelter will likely be rotating in and out frequently) and in order to assess the success of program participants in receiving housing placement. As this program is a pilot program and requires participant flexibility, all Parties will designate a public safety contact and a staff contact for the Homeless Liaison to coordinate activities and improve communication, each of which are designated on the signature page for each of the Parties below.

(c) Shelter Bed Availability Limitations. If the Salvation Army Bell Shelter is experiencing COVID-19 quarantine limits or holds on resident intake upon the execution of the Salvation Army Agreement, the Salvation Army Bell Shelter will not initiate invoicing for Shelter Beds until the beds are available. Limitations on Shelter Bed availability may exist depending on the number of available Shelter Beds in the Salvation Army Bell Shelter's daily inventory. The Salvation Army Bell Shelter does not provide family shelter resources; thus LCA1 Members must coordinate placement of any such families to other shelters through the Homeless Liaison during business hours or call 211 (www.211la.org) to find suitable shelter or motel options for families in need. The Salvation Army Bell Shelter does not provide a kennel to shelter the pets of unhoused individuals in need. The thirty-six (36) Shelter Beds addressed in this Agreement are merely a supplement to the shelter beds available through the County CES.

(d) Intake. New resident intake shall occur during regular business hours of 8:00 AM to 4:00 PM, Monday through Friday. The Salvation Army Bell Shelter provides 24 hour a day, seven day a week staffing, however the shelter has an inventory of four (4) safe rooms for intake and staff are required to perform COVID-19 protocols upon intake that limit the ability of the shelter to perform intake outside of regular business hours. After hours domestic violence and/or other emergency placements are subject to the availability of an unoccupied safe room at the Salvation Army Bell Shelter. Emergency intake is available after hours, however due to a limited number of available safe rooms and due to COVID-19 protocols, after hours intake should only be for emergency situations. An after-hours call line that operates 24 hours a day will be provided to participating public safety agencies for use in the event of an after-hours emergency.

(e) Length of Stay. Each participant will be limited to an initial stay of ninety (90) days. Two (90) day extensions are available upon request for participants actively working on a housing plan, for a maximum stay of 270 days for any individual participant.

(f) COVID-19 Protocols and Processes. The Salvation Army Bell Shelter restarted limited intake of residents into quarantine facilities on August 19, 2021. COVID-19 protocols for intake include but are not limited to, i) any incoming participant is tested on the day of or on the day after intake regardless of vaccine status, ii) if an incoming participant is vaccinated, the participant may move into a public safety prioritized bed. If

a participant is not vaccinated, they must remain in quarantine until two negative COVID-19 tests are received. The second test occurs seven to eight days after the first, with results generally available within three days. Modular homes located on the greater Salvation Army Bell complex property serve as a first line of intake quarantine and are subject to availability.

(g) Homeless Liaison. The Homeless Liaison will coordinate daily with assigned Salvation Army Bell Shelter staff, in order to determine the daily inventory on weekdays of Shelter Bed availability and the roster of shelter residents, however, it shall not be required to ensure the availability of all thirty-six (36) Shelter Beds since such beds are only prioritized, they are not specifically reserved, and the LCA1 Members must coordinate with the Homeless Liaison in order to ensure allocation of Shelter Beds for proposed participants. The Homeless Liaison will coordinate daily with assigned LCA1 public safety agency assigned staff (as designated on the signature page to this Agreement) to report shelter bed inventory availability and to determine any planned public safety needs. The Homeless Liaison will coordinate daily with designated Salvation Army Bell Shelter staff to determine how many residents can be transferred to general bed inventory or to other programs to maximize Shelter Bed use. The City of Bell and the Homeless Liaison shall have no liability for any failure to ensure a placement of any LCA1 Member's proposed participant / homeless population within a Shelter Bed.

(h) Reporting.

(i) Reporting by Salvation Army Bell Shelter: It is expected that the Salvation Army Bell Shelter will provide, i) daily inventory counts to the Homeless Liaison and, ii) a monthly report and invoice to the City of Bell and the Homeless Liaison.

(ii) Reporting by the Homeless Liaison: the Homeless Liaison will reasonably endeavor to provide: i) a monthly report and the Salvation Army Bell Shelter invoice it received to all participating LCA1 cities and, ii) a quarterly report to the LCA1 Members and the Gateway Cities Council of Governments.

(iii) Participant level data will be entered into the LAHSA HMIS system for program reporting and auditing purposes.

(iv) The following metrics and expected outcome measures will be reasonably tracked and reported: i) a minimum of one hundred (100) unduplicated individuals will be served each year during the Term of this Agreement, with a goal of one hundred and fifty (150) unduplicated individuals over the Term of the Agreement, ii) twenty percent (20%) of participants (of those able to work – e.g. not disabled or retired) will be employed by the expected exit date and, iii) thirty percent (30%) of participants will exit to permanent housing and, iv) eighty five percent (85%) of participants will complete a housing plan and, v) ten percent (10%) of participants will exit to another level of care (DMH IHP or other stable housing location). However, there shall be no liability to any of the Parties if such metrics and/or outcome measures are not achieved

Section 6. Defaults and Indemnification Provisions.

(a) **Defaults.** In the event any of the Parties shall fail to pay its required share of the costs of the Shelter Beds in any given month during the Term of this Agreement (or any extension approved by the Parties), then such party shall be in immediate default under this Agreement, and the City of Bell shall be entitled to, and may sue for, the payment of all such unpaid amounts (and the defaulting party shall pay interest at the lesser of (i) 10% per annum, or (ii), the maximum rate permitted by law) from and after the due date of such monetary payment obligation until payment is actually received. The Parties acknowledge that money damages and remedies at law generally are inadequate and that specific performance is appropriate for the enforcement of this Agreement. Therefore, the remedy of specific performance shall be available to all Parties hereto. This subsection shall not limit any other rights, remedies, or causes of action that any party may have at law or equity.

(b) **Indemnity by City of Bell.** To the full extent permitted by law, the City of Bell agrees to indemnify, defend and hold harmless each of the other Parties, and their respective officers, employees and agents ("**Indemnified Parties**") against, and will hold and save them and each of them harmless from, any and all actions, claim, or liabilities that may be asserted or claimed by the Salvation Army, arising out of or in connection with any defaults or failures asserted under the Salvation Army Agreement against the City of Bell, and/or the City of Bell's negligent performance of the activities, work, or operations provided under this Agreement, except claims or liabilities occurring as a result of Indemnified Parties' negligence or willful acts or omissions. The indemnity obligations contained herein shall be binding on successors and assigns of the Parties and shall survive termination of this Agreement.

(c) **Indemnity by Parties.** To the full extent permitted by law, each of the Parties agree (based on, and only up to, the Parties' respective proportionate share of the costs due from each party as set forth in Section 3 above) to indemnify, defend and hold harmless the City of Bell and the Homeless Liaison, and their respective officers, employees and agents against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities that may be asserted or claimed by the Salvation Army, or any other person, firm or entity arising out of or in connection with the Shelter Beds, the Salvation Army Agreement, and/or this Agreement, except with respect to the negligent performance of the activities, work, or operations provided by the City of Bell or the Homeless Liaison under the Salvation Army Agreement or herein. The indemnity obligations contained herein shall be binding on successors and assigns of the Parties and shall survive termination of this Agreement. Notwithstanding anything to the contrary herein, in the event any of the Parties fail to make any payment due hereunder, which causes the City of Bell to fail to make the payments due under the Salvation Army Agreement, the Parties shall share in any costs, liabilities, or claims that result from the failure of such nonpayment and the City of Bell shall not be required to make any additional payment to the Salvation Army to cover such un-reimbursed amounts.

Section 6. Miscellaneous Provisions.

(a) Notices. All notices or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other Parties to this Agreement). All notices, demands or other communications shall be considered as properly given if sent by: (a) electronic mail and regular mail; or (b) overnight express mail, charges prepaid. Notices so sent shall be deemed effective one (1) business day after mailing or the same day as sent for electronic delivery. For purposes of notice, the addresses of the Parties shall be as set forth on the signature pages contained herein.

(b) Attorneys' Fees. If any of the Parties to this Agreement is required to or seeks to initiate or defend litigation against any other party, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees.

(c) Integration; Amendments. This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties (including the Salvation Army Agreement). It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties (other than the Salvation Army Agreement), and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the City of Bell as the lead agency. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

(c) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed originals for all purposes of this Agreement.

(d) Authority. The persons executing this Agreement on behalf of each of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a California charter city

Name:

Title:

Address: City Hall; 6330 Pine Ave, Bell, CA
90201

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CITY:

CITY OF BELL GARDENS,
a California general law city

By: _____
Name:
Title:

Address: _____

Public Safety Contact:

Staff Contact:

CITY:

CITY OF COMMERCE,
a California general law city

By: _____
Name:
Title:

Address: _____

Public Safety Contact:

Staff Contact:

CITY:

CITY OF CUDAHY,
a California general law city

By: _____
Name:
Title:

Address: _____

Public Safety Contact:

Staff Contact:

CITY:

CITY OF HUNTINGTON PARK,
a California general law city

By: _____

Name:

Title:

Address: _____

Public Safety Contact:

Staff Contact:

CITY:

CITY OF MAYWOOD,
a California general law city

By: _____

Name:

Title:

Address: _____

Public Safety Contact:

Staff Contact:

CITY:

CITY OF SOUTH GATE,
a California general law city

By: _____

Name:

Title:

Address: _____

Public Safety Contact:

Staff Contact:

CITY:

CITY OF VERNON,
a California charter city

By: _____

Name:

Title:

Address: _____

Public Safety Contact:

Staff Contact:

ITEM NO. 5



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

March 15, 2022

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING NEW AND REVISED CLASS SPECIFICATIONS FOR THE POSITIONS OF RISK MANAGEMENT ANALYST, FLEET/STREET MANAGER, POLICE RECORDS SUPERVISOR, AND POLICE CAPTAIN

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution No. 2022-08 – A Resolution of the City Council of the City of Huntington Park Approving New and Revised Class Specifications for the positions of Risk Management Analyst, Fleet/Street Manager, Police Records Supervisor, and Police Captain

BACKGROUND

Based upon the current needs of the City and the adopted budget for Fiscal Year 2021-2022, three new class specifications were created. Additionally, the Police Captain position has been revised to reflect the enhanced duties of the position.

The Class Specifications attached to the Resolution in Exhibit A were presented to and approved by the Civil Service Commission on March 2, 2022.

FISCAL IMPACT/FINANCING

The salary and benefits for these positions are included in the Fiscal Year 2021-2022 Operating Budget.

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING NEW AND REVISED CLASS SPECIFICATIONS FOR THE POSITIONS OF RISK MANAGEMENT ANALYST, FLEET/STREET MANAGER, POLICE RECORDS SUPERVISOR, AND POLICE CAPTAIN

March 15, 2022

Page 2 of 2

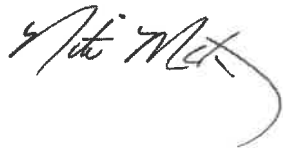
CONCLUSION

Upon adoption of the resolution, the new class specifications will be used for future recruitments.

Respectfully submitted,



RICARDO REYES
City Manager



NITA MCKAY
Director of Finance & Administrative Services

ATTACHMENT(S)

- A. New and revised Class Specifications
- B. Resolution No. 2022-08 – Approving New and Revised Class Specifications for the Positions of Risk Management Analyst, Fleet/Street Manager, Police Records Supervisor, and Police Captain

Exhibit A
Class Specifications

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

RISK MANAGEMENT ANALYST

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Human Resources
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission: March 2, 2022
Approved by City Council:
Resolution No.:

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under the administrative direction of the Human Resources Supervisor, to plan, organize, direct and coordinate a comprehensive risk management program, to include administration of a risk management plan, a legal exposure plan, administration of insurance requirements. This position will be assigned to the Human Resources Department with primary responsibility to perform professional analytical support and consulting services to City departments in a variety of risk management program areas, including workers' compensation, disability management, occupational health and safety, ADA Title II and III coordination, employee benefit and insurance, public liability, casualty insurance, loss prevention, and related liability claims.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Assists in developing goals, objectives, policies, procedures, work standards, and administrative control systems for claims and insurance;
- Coordinates department-specific programs and projects; plans, organizes, oversees, and directs all aspects of assigned programs, including legal and regulatory compliance to avoid substantial fines; coordinates with private businesses and governmental agencies regarding the program as needed;
- Plans, organizes, directs and coordinates a comprehensive risk management program to include administration of a risk management plan, a legal exposure plan, administration of an insurance requirement plan, administration of municipal training programs;
- Formulates and recommends policies, regulations, and practices for implementing the risk management plan; consults with and advises the City Manager, City Council, and department heads in various risk management policies and practices;
- Participates in the development and implementation of new or revised programs, systems, procedures, and methods of operation; compiles and analyses data and makes recommendations regarding staffing, equipment, and facility needs;
- Participates in the development and administration of project and programmatic budgets, including cost containment and grant funds disbursement;
- Directs and administers risk management program; prepares comprehensive risk management reports; recommends methods of improving the risk management and insurance program;
- Receives, tracks, and processes all incoming claims, summons, subpoenas, and legal documents/actions against the City of Huntington Park;

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

RISK MANAGEMENT ANALYST

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Human Resources
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission: March 2, 2022
Approved by City Council:
Resolution No.:

(Continued)

- Facilitates and communicates with City Attorney, City Insurers (ICRMA), Police Department, City Manager, and departments and/or stakeholders to which legal document pertains;
- Receives, tracks, and processes all incoming insurance documents related to City agreements/contracts, City events, and other situation where proof of insurance is required;
- Prepares and submits City Manager and City Council agenda reports and various other commission, committee, and staff reports, resolutions, ordinances, and correspondence regarding legal and insurance related documents;
- Collects, compiles, and analyzes information from various sources on a variety of specialized topics related to programs administered by the position or by management staff including complex financial, budget, or administrative issues or questions; prepares comprehensive technical records and reports to present and interpret data, identifies alternatives, and makes and justifies recommendations;
- Serves as a liaison with employees, public, and private organizations, community groups, and other organizations; provides information and assistance to the public regarding the assigned programs and services; receives and responds to complaints and questions relating to assigned area of responsibility; reviews problems and recommends corrective actions;
- Confers with other management staff regarding provision of administrative and support services, including contracts and agreements;
- Assists in the preparation of requests for proposals (RFPs) and bids and administers consultant contracts;
- Conducts a variety of analytical and operational studies, provides information and technical assistance on risk management and insurance policies and procedures;
- Reviews and makes recommendations on revisions to risk management and insurance policies and procedures, employee-related municipal training policies and programs;
- Reviews and analyzes pertinent legislation affecting risk management and insurance requirements; counsels and advises on a range of risk-management problems;
- Maintains accurate records and files; develops storage of records and retention schedules;
- Communicates orally, in writing, or through graphic representations and statistical summaries with colleagues, managers, employees, the public, organized employee groups and representatives of various organizations;
- Participate in negotiations and recommend settlement of liability claims with adjusters, attorneys and claimants;
- Work with City Attorney's office to assist in litigation preparation and investigation on complex cases;

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

RISK MANAGEMENT ANALYST

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Human Resources
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission: March 2, 2022
Approved by City Council:
Resolution No.:

(Continued)

- Contact all levels of City personnel, public agencies, insurance adjusters, attorneys and claimants to obtain and provide information necessary in order to resolve claims;
- Coordinate the city-wide program for administration of Title II and Title III of the ADA and Section 504 of the Rehabilitation Act; and
- Assumes responsibility for assigned administrative functions, analyses and studies; and
- Performs other related duties as assigned or as situation requires.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Knowledge of modern principles, practices and procedures of risk management administration, current federal and state laws and regulations related to occupational health and safety, workers' compensation, disability management, liability, ADA, employee benefits and insurance requirements; claims adjusting investigation and administrative management of claims from initial report to settlement or closure; principles and practices of organization, and management;
- Principles and practices of municipal government management;
- Principles, practices, and procedures of funding sources;
- Principles and practices of supervision, training and budget administration;
- Labor relations laws, practices and procedures;
- Principles and practices of public administration as applied to operational unit and program administration;
- Sources of information related to a broad range of municipal programs, services, and administration;
- Applicable Federal, State, and local laws, codes, and regulations;
- Planning, organizing, directing and coordinating a comprehensive Risk Management program;
- Principles and practices of contract administration and evaluation;
- Principles and practices of public agency budget development and administration and sound financial management policies and procedures;
- Training, insurance audit and record-keeping activities;
- Initiate research studies and reports including the collection, organization, analysis and development of administrative and management recommendations;
- Modern office practices, methods, and computer equipment;
- Computer applications related to work;
- Public relations techniques for dealing effectively with the public, vendors, contractors, and City staff, in person, and over the telephone;

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

RISK MANAGEMENT ANALYST

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Human Resources
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission: March 2, 2022
Approved by City Council:
Resolution No.:

(Continued)

- Techniques for providing a high level of customer service to public and City staff, in person, and over the telephone; and
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.

Ability to:

- Assist in the development of goals, objectives, policies, procedures and work standards for the department;
- Coordinate and oversee programmatic administrative, budgeting, and fiscal reporting activities;
- Perform responsible and difficult administrative work involving the use of independent judgement and personal initiative;
- Plan and conduct effective management, administrative, and operational studies;
- Plan, organize, and carry out assignments from management staff with minimal direction;
- Conduct research on a wide variety of administrative topics including contract feasibility and operational alternatives;
- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner;
- Research, evaluate, and develop improvements in operations, procedure, policies, or methods;
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials;
- Interpret, explain, and ensure compliance with City policies and procedures, complex laws, codes, regulations, and ordinances;
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports;
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals;
- Establish and maintain a variety of filing, record-keeping, and tracking systems;
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines;
- Operate modern office equipment including computer equipment and specialized software applications programs;
- Use tact, initiative, prudence, and independent judgement within general policy, procedural, and legal guidelines;
- Understand and carry out oral and written instructions;

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

RISK MANAGEMENT ANALYST

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Human Resources
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission: March 2, 2022
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(Continued)

- Deal effectively with prospective and current employees and maintain the confidentiality of sensitive information;
- Meet the public with courtesy and tact;
- Read and write at the level required for successful job performance; and
- Make accurate mathematical calculations.

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

- Graduation from four (4) year from an accredited college or university with a Bachelor's Degree in public administration, business administration, industrial relations, public policy, or a closely related field is required. A Master's Degree in a field noted above is highly desirable and may be substituted for one year of the required experience.
- Academic course work in public administration, business administration, safety, industrial engineering, risk management and or other related courses.

Experience:

- Five (5) years of professional insurance and increasingly responsible general Risk Management experience to demonstrate the possession of the required knowledge and abilities listed above, preferably with an agency and or in a risk management program. Municipal work experience preferred.

License or Certificate:

- A valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements:

- Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

FLEET/STREET MANAGER

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Public Works
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission: March 2, 2022
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Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under general direction of the Director of Public Works, this middle-management position oversees the maintenance and repair of vehicles and other equipment to coordinate and administers an automotive vehicle fleet and other gasoline or diesel-powered equipment for the City's fleet division. The position provides the day-to-day management of operations of the Fleet/Street Divisions of field and mechanic personnel and oversight over equipment and materials. The Fleet/Street Manager ensures that accurate and timely documentation of the hours worked on specific tasks, materials and equipment used to perform the daily activities. Typical responsibilities include but are not limited to: supervising the accurate reparation of City vehicles and equipment, pavement maintenance and repair, pavement markings and signing and the concrete program. Additionally, the Fleet/Street Manager plans, organizes, monitors and controls equipment inventories. The position determines cost estimates and is ultimately responsible for determining whether equipment can be repaired or needs to be replaced.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Street:

- Under general direction provides day-to-day supervision of the work of crews engaged in the repair, maintenance, and construction of Public Works facilities including street, curb, and sidewalk patching, painting, and improvements, and maintenance of the City's right-of-way infrastructure; and
- Plan, prioritize, assign, supervise and review the work of the Street Division staff. Responsible for providing the street and alley pavement maintenance programs. Manage and supervise multiple crews and activities. Effectively interact with the community in responding to work orders and citizen requests for services. Ensure compliance with City policies and procedures and state and federal laws that initiate required actions.

Fleet:

- The Fleet/Street Manager assists in the development of the annual Fleet Division budget. The job implements and monitors spending for compliance with federal, state, and City standards;
- Supervises the maintenance and repair of the City's Fleet assets, including but not limited to determining priorities, making daily work assignments, allocating resources and assets,

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

FLEET/STREET MANAGER

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Public Works
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission: March 2, 2022
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and assigning work and supervising crews in their performance and completion of repairs;

- Supervises, trains, schedules, assigns duties, evaluates, and disciplines employees. Determines the cost effectiveness of operating and maintaining automotive fleet. Specifically, the position supervises the Mechanics, Welder, and Fleet personnel positions;
- Determines present and future vehicle and equipment costs and the cost-effectiveness of various options. May draft specifications for purchase of specialized equipment. Coordinates billing schedules in line with City policy, working to troubleshoot discrepancies/issues with billing practices. Ensures work orders and other billing are correct, tracks bills for payment, and follows up on billing related issues;
- Works in an environment that may include exposure to adverse weather conditions. The noise level is generally moderate to high with work in tight or confined spaces, works with hazardous material, shaking, rocking and/or vibrating equipment and loud noise. This position may include working on heights above and depths below ground, and performs related work as required;
- Recommends equipment-servicing policies, which set maintenance frequency, type and level. Monitors the equipment maintenance program to ensure policy compliance. Evaluates maintenance facilities and makes related safety and efficiency recommendations. Reviews job cost;
- Evaluates vehicle and equipment performance and makes recommendations to increase performance and usefulness. Prepares reports on activities and vehicle status;
- Responds to comments and requests from the public and investigates and resolves complaints;
- Maintains safe work environment, supervising training in and implementation of safety protocols and procedures;
- Attends meetings, conferences, and seminars related to areas of responsibility;
- Analyzes bids and supervises the preparation of contracts related to Public Works;
- Supervises building construction by outside contractors on special projects;
- Provides technical assistance and consults with other departments, agencies, commission, and other bodies on engineering matters;
- Prepares reports for the various governing bodies concerning economic comparison, environmental impact studies, subdivisions, land use conversion, capital improvements and many other considerations;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices; and
- Performs other related duties as assigned or as situation requires.

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

FLEET/STREET MANAGER

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Public Works
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission: March 2, 2022
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MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of inventory control; safety practices; employee training and development; supervision; human relations. Apply principles to solve practical, everyday problems; define problems, collect data, establish facts and draw valid conclusions; comprehend simple sentences with common vocabulary; complete routine forms; recognize safety warnings; maintain accurate records; make appointments; prepare meaningful, concise and accurate reports; use proper research methods in gathering data.

Knowledge of:

- Principles and practices of supervision, including assigning and appraising work;
- Planning, lay out, and coordination of projects;
- Methods, materials, tools and equipment used in the construction, maintenance, repair, painting, and sweeping of streets, curbs and sidewalks;
- Safe working practices including shoring, traffic barriers and controls, respiratory protection and other protective clothing and devices;
- Supervising large crews or multiple smaller crews through subordinate lead workers. Plan, lay out, estimate and coordinate project work;
- Establishing and maintaining effective working relationships with employees, the public, contractors, and others;
- Troubleshooting and analyzing maintenance and repair problems and developing solutions;
- Maintaining records and preparing reports;
- Reading and interpreting plans, specifications, blueprints, schematics, and manuals;
- Performing the more difficult and complex construction and maintenance work;
- Lifting and carrying heavy tools and materials; perform strenuous physical work;
- Working outdoors and in inclement weather;
- Structure and operation of vehicles and equipment utilized by City departments including heavy-duty mobile equipment, self-propelled mowers, specialty construction equipment including graders and tractor loaders; Fleet and related equipment maintenance practices and diagnostic procedures in order to recommend equipment servicing policies, and monitor equipment maintenance program;
- Fleet vehicle leasing and vehicle replacement planning;
- Employee supervision, training, evaluation, and disciplinary methods, techniques, and objectives;
- Budgeting processes and implementation;
- Federal regulations and City policies regarding safe work practices;

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

FLEET/STREET MANAGER

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Public Works
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
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- Operation of standard office equipment;
- Operation of a personal computer and job-related software applications;
- Knowledge of public works and field operations related to the establishment of maintenance programs for the public infrastructure;
- Municipal budget administration and capital improvement programs;
- Global, Federal, State and local trends and foresee future needs;
- Projects and develop long range plans, including the physical, financial and program phases;
- Principles and practices of civil engineering including structural engineering, hydraulic engineering, traffic engineering, right-of-way engineering, and public works construction;
- Knowledge of State Law requirements as applied to operations of public water supply systems; Wide variety of public works services and how they should be managed; and
- Management concepts concerning planning and organizing.

Skills:

- Possess skills to word process general correspondence, spreadsheets and reports using a personal computer and software applications;
- Read and write at the level required for successful job performance;
- Make accurate mathematical calculations;
- Read and interpret plans, specifications, blueprints, schematics, and manuals;
- Maintain accurate records; make appointments; prepare meaningful, concise and accurate reports; and
- Use proper research methods in gathering data.

Ability to:

- Assign, review, plan and coordinate the work of other employees;
- Provide instruction to other employees, to maintain department standards;
- Recommend the discipline or discharge of other employees and to act on employee problems;
- Schedule, route, maintain, and track transport vehicles;
- Implement and enforce transportation scheduling and policy changes;
- Analyze the effectiveness of operations;
- Maintain official documents and records;
- Negotiate with suppliers;
- Communicate effectively to groups, organizations, and the public in writing and orally;

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

FLEET/STREET MANAGER

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Public Works
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
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- Establish and maintain effective working relationships with other governmental and private agencies, contractors, officials, employees and the public;
- Ensure departmental adherence to applicable laws and regulations;
- Analyze departmental operations and activities and prepare comprehensive reports;
- Maintain departmental compliance with City policies and procedures;
- Understand and interpret provisions in the municipal code, MOU's, Administrative Policies and Departmental Rules and other City Policies related to job duties;
- Review and evaluate employees' job performance;
- Effectively supervise subordinates;
- Effectively resolve disputes;
- Foster a teamwork environment;
- Plan, organize and prioritize progress;
- Lead, coach, instruct and motivate employees;
- Provide leadership and work instructions;
- Be willing to initiate, recommend and carry out personnel actions, as required;
- Organize, assign, schedule and delegate workload among employees;
- Speak before groups of people;
- Effectively manage workplace diversity issues in a diverse organization;
- Work necessary hours and times to accomplish goals, objectives and requires tasks;
- Effectively communicate both orally and in writing;
- Establish smooth effective working relationships and resolve interpersonal conflicts;
- Deal with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Assumes responsibility to maintain a safe working environment; and
- Develop necessary skills from on-the job training and meet the standards of performance or higher for the classification.

Education and Experience Guidelines – Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying.

Education, Training, & Certification:

Graduation from high school or attainment of GED (General Education Degree) or CHSPE (California High School Proficiency Examination).

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

FLEET/STREET MANAGER

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Public Works
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission: March 2, 2022
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Experience:

Five (5) years of extensive professional and successful experience in overseeing concrete, asphalt, pavement restoration and fleet management, including two (2) to three (3) years of which were in a supervisory capacity.

License or Certificate:

A valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements:

Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

POLICE RECORDS SUPERVISOR

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Police
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission: March 2, 2022
Approved by City Council:
Resolution No.:

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under the direction of police management, this non-peace officer, administrative position is assigned as a full-time civilian employee in the Police Department, which provides highly responsible supervision to subordinate personnel and enhances the work of the Chief of Police; plans and coordinates all aspects associated with police records; performs a variety of clerical and administrative duties; ensures effective workflow and workload balance; ensures accurate data collection and data entry; performs complex research and works on comprehensive or sensitive projects; interacts with local, county, state, and federal agencies to ensure inter-agency cooperation and compliance with reporting mandates; ensures courteous and professional service to members of the community; may be assigned to work night shift, weekends, holidays, or other unusual hours/days; and, performs other related work as assigned.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Supervises work and performance of employees and ensures proper training and compliance with policies and procedures;
- Directs shift activities, ensuring employees utilize work time in an effective and productive manner and that employees have a balanced work load and level of responsibility;
- Plans and organizes the work of employees and ensures effective and timely work flow in order to meet timelines and mandates;
- Reviews the work of employees, constantly evaluates performance and quality of employees' work product, and prepares formal employee performance evaluations;
- Coordinates all requests related to the Public Records Act or other records requests;
- Stays apprised of changing laws and procedures associated with records retention, constantly evaluates the needs of the Police Records Division and implements necessary adjustments;
- Organizes and implements traditional and automated filing systems and constantly explores methods and technology to improve records processing and retention;
- Prepares letters, memorandums, reports, forms, or other staff work in a comprehensive and professional manner;
- Utilizes a variety of computer software and word processing systems to process records material, input data, and prepares charts, graphs and tables;
- Performs audits to ensure accurate work by employees and affirmatively addresses work performance deficiencies;
- Conducts research necessary to make informed recommendations for improvements of records keeping systems or procedures;
- Ensures productive work and interaction with other departments and outside entities;
- Performs a variety of other miscellaneous or administrative duties; and
- Performs other related duties as assigned or as situation requires.

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

POLICE RECORDS SUPERVISOR

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Police
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission: March 2, 2022
Approved by City Council:
Resolution No.:

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Police records keeping procedures, methods, and associated computer equipment;
- Principles and application of computer records keeping software systems;
- Proper English grammar and general police reports methods and format;
- Office procedures and records keeping organizational concepts; and
- Excellent customer service practices.

Skills:

- Strong leadership disposition and organizational skills;
- Strong computer, typing, and use of software system skills; and
- Strong mentoring, teaching, and training skills.

Ability to:

- Represent the City and Police Department in a professional manner;
- Work in a para-military environment and follow chain-of-command;
- Work with minimum management oversight and take initiative to address operational needs;
- Accept corrective criticism or administrative action and learn from mistakes;
- Act in a decisive manner, while applying department policy, good judgment, and common sense;
- Maintain a comfortable working environment and resolve interpersonal conflicts;
- Work in a team environment and develop productive working relationships;
- Supervise, lead by example, coach, mentor, instruct, train, and motivate employees;
- Multi-task and communicate effectively orally and in writing;
- Compose comprehensive reports and produce completed staff work;
- Learn and understand MOU's and administrative policies related to records supervision;
- Apply policies, procedures, instructions, police nomenclature, State laws, and City codes;
- Deal with difficult members of the public and resolve their concerns, when possible;
- Sit for extended periods of time and perform various stationary duties as reasonably required;
- Work various shifts, weekends, holidays and unplanned emergency situations; and
- Adjust to changing situations in positive manner.

Education and Experience Guidelines – Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

POLICE RECORDS SUPERVISOR

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Police
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission: March 2, 2022
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Education/Training:

- Graduation from high school or attainment of General Education Degree (GED) or California High School Proficiency Examination (CHSPE).

Experience:

- Four (4) years' experience in a field related to records keeping;
- Two (2) years' experience in a responsible supervisor level position; and
- Prior experience as a police records clerk or police records supervisor is highly desirable.

License or Certificate:

- California Class C Driver's License is required; and
- Any certificate related to the duties associated with this position is desired.

Special Requirements:

- Must successfully pass a Police Department background check;
- Must meet all medical and physical requirements; and
- Must wear a uniform as required.

Bilingual Pay

- Employees who qualify and are certified to speak Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

POLICE CAPTAIN

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	March 2, 2022
Classification Series:	Police-Sworn	Approved by City Council:	
FLSA Status:	Exempt	Resolution No.:	

Class specifications are intended to present a descriptive list of the range of duties performed by employees in this class. Specifications are not intended to reflect all duties performed within the position.

DEFINITION

Under direction and supervision of the Chief of Police, this police management position maintains command authority over certain division(s) and unit(s) of the Police Department, as designated by the Chief of Police. Acts as second-in-command to the Chief of Police. Assists in the planning, organizing, directing, controlling, and coordinating of the activities and personnel in the designated areas of responsibility, in the enforcement of laws and the prevention of crime; and performs related administrative and management level work as required.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Performs same or similar duties as required to be performed by the Chief of Police;
- Performs same or similar duties as required to be performed by a Police Lieutenant;
- Assumes command of the Police Department in the absence of the Chief of Police;
- Provides support to, and enhances the work of, the Chief of Police;
- Coordinates Police Department activities and policing priorities with other City departments;
- Drives the overall mission and policing priorities throughout the Police Department;
- Represents the Police Department with pride, loyalty, dedication, and professionalism;
- Engages the community on policing and crime issues, and participates in community meetings;
- Ensures the enforcement of laws by police personnel and the apprehension of law violators;
- Ensures the protection of life and property in the community and maintains lawful order;
- Directs and controls the functions of assigned divisions and/or units and supervises subordinates;
- Ensures proper performance and training of police personnel and addresses deficiencies;
- Cooperates with other police agencies and government entities on matters of mutual interest;
- Complies with orders sent down the chain-of-command and carries out such other orders;
- Ensures a safe work environment and conducts performance audits of police personnel;
- Evaluates systems, processes, equipment, changing operational needs and makes adjustments; and
- Performs related duties as assigned by the Chief of Police, City Manager, or as situations require.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Proper and effective methods of deploying and utilizing police personnel, both sworn and non-sworn, in day-to-day operations, tactical situations, and anticipated emergencies;

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

POLICE CAPTAIN

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	March 2, 2022
Classification Series:	Police-Sworn	Approved by City Council:	
FLSA Status:	Exempt	Resolution No.:	

(Continued)

- Modern policing principles, practices, procedures, policies, organization, and administration;
- All relevant City, State and Federal laws with particular emphasis on the apprehension and prosecution of law violators, and current policing challenges;
- Criminal and administrative phases of crime prevention, investigation, juvenile delinquency, traffic safety and public safety;
- Legal and social issues affecting crime and quality of life in the community; and
- Legal and social issues affecting crime and policing across the State and Country.

Skills:

- Proficiency with software systems necessary to process general correspondence, spreadsheets, and administrative staff work;
- Ability to multi-task and manage various responsibilities and projects simultaneously; and
- Meet the minimum Police Department training standards and firearm proficiency.

Ability to:

- Apply, develop, and organize appropriate policies and procedures;
- Establish cooperative and effective working relationships;
- Train, supervise, and evaluate work performance of subordinates;
- Understand and interpret provisions of the municipal code, MOU's, departmental rules and other City and Police Department policies related to job duties;
- Foster a respectful and professional teamwork environment;
- Plan, organize and prioritize progress of goals and projects;
- Lead, coach, instruct and motivate employees;
- Initiate, recommend and carry out personnel disciplinary action when required;
- Organize, assign, schedule and delegate workload among employees;
- Conduct presentations and speak before groups of people;
- Effectively manage workplace diversity issues in a diverse organization;
- Work necessary hours and days of the week to accomplish goals, objectives and required tasks;
- Effectively communicate both orally and in writing;
- Interact with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Handle confidential information with discretion;

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

POLICE CAPTAIN

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	March 2, 2022
Classification Series:	Police-Sworn	Approved by City Council:	
FLSA Status:	Exempt	Resolution No.:	

(Continued)

- Assume responsibility for maintaining a safe working environment;
- Establish smooth working relationships and resolve interpersonal conflicts; and
- Develop necessary skills from on the job training and meet the standards of performance or higher for the classification on an ongoing basis.

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

- Possession of a P.O.S.T. Management Certificate and a Bachelor's Degree from an accredited college or university in Public Administration, Political Science, Business Administration, or a closely related field.

Experience:

- At least eight (8) years of progressively responsible full-time experience in a modern police department with at least four (4) years in a supervisory capacity, two (2) years of which have been in the rank of Police Lieutenant with the Huntington Park Police Department at the time of appointment.

License or Certificate:

- A valid California Class C Driver's License and a satisfactory driving record.

Special Requirements:

- Must pass a Police Department background check;
- Requires wearing uniforms; and
- May require working nights, weekends, and holidays.

Physical Requirements:

- Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

- Employees who qualify and are certified to speak Spanish may be eligible to receive bilingual pay.

ATTACHMENT "B"

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RESOLUTION NO. 2022-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK APPROVING NEW AND REVISED
CLASS SPECIFICATIONS FOR THE POSITIONS OF RISK
MANAGEMENT ANALYST, FLEET/STREET MANAGER,
POLICE RECORDS SUPERVISOR, AND POLICE CAPTAIN**

WHEREAS, the City of Huntington Park has recently created certain new classifications to meet the needs of the City, as well as made modifications to an existing class specification, to meet current standards for each position and to reflect current job duties and desired qualities of employees for these positions; and,

WHEREAS, new class specifications and revised class specifications have been created for each classification attached in Exhibit A;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
PARK DOES RESOLVE AS FOLLOWS:**

SECTION 1. The City Council of the City of Huntington Park hereby adopts and approves class specifications for:

- the position of Risk Management Analyst, a copy of which is attached hereto as Exhibit A, with a salary range of \$5,870 to \$7,207 per month, Salary Grid 174.
- the position of Fleet/Street Manager, a copy of which is attached hereto as Exhibit A, with a salary range of \$7,197 to \$8,836 per month, Salary Grid 184.
- the position of Police Records Supervisor, a copy of which is attached hereto as Exhibit A, with a salary range of \$5,808 to \$7,130 per month, Salary Grid 168.
- the position of Police Captain, a copy of which is attached hereto as Exhibit A, with a salary range of \$10,943 to \$13,434 per month, Salary Grid 228.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 15th day of March, 2022.

Graciela Ortiz, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk

ITEM NO. 6



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 15, 2022

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AMEND NORTH STAR LANDSCAPE'S CONTRACT SERVICES AGREEMENT TO INCLUDE LANDSCAPE MAINTENANCE OF VETERANS PARK

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the amendment to North Star Landscape's Contract Services Agreement to oversee and perform landscape maintenance of Veterans Park for a monthly fee of \$14,560 and extend the contract until April 15, 2024 as per the original agreement executed on April 15, 2019;
2. Obligate the allocation of an additional \$58,240 for the remaining 2021-22 fiscal year budget to Account No. 535-8090-452.56-60 and a fiscal yearly amount of \$174,720 starting in fiscal year 2022-23 and until the contract sunsets on April 15, 2024;
3. Authorize North Star Landscape to commence work starting April 1, 2022; and
4. Authorize the City Manager to execute the First Amendment.

BACKGROUND

The City entered into an agreement with North Star Landscape to oversee, provide and perform landscape maintenance services at all City's parks and general maintenance at other City facilities. This contract was executed on April 15, 2019 and it was for a three-year term, including two 1-year extensions. The three-year term is slated to end April 15, 2022.

In 2021, the City completed the construction of a new linear park on ten Los Angeles Department of Water and Power lots located south of Walnut Street, north of Santa Ana Avenue, west of California Avenue and east of State Street. Veterans Park requires consistent oversight and maintenance due to the large amount of foot traffic from pedestrians and cyclist utilizing the park for recreational purposes.

**CONSIDERATION AND APPROVAL TO AMEND NORTH STAR LANDSCAPE'S
CONTRACT SERVICES AGREEMENT TO INCLUDE LANDSCAPE MAINTENANCE
OF VETERANS PARK**

March 15, 2022

Page 2 of 2

Recommendation is for the City to exercise its option and extend the contract agreement to April 15, 2024 so that there is no interruption of services at our parks and facilities. Additionally, the extension includes approving the oversight of landscape services at Veterans Park and ensuring that the park is clear of debris.

LEGAL REQUIREMENT

Contract time is the maximum time allowed in the contract for completion of all work contained in the contract documents under title I. Engagement Terms, Section 1.2 Term. Compensation for the existing contract agreement is covered under Section 1.3 Compensation, part B of the original agreement executed on April 15, 2019. Maintenance of Veterans Park and all applicable amenities shall commence April 1, 2022.

FISCAL IMPACT

Request is for the allocation of an additional \$58,240 for the remaining 2021-22 fiscal year budget to Account No. 535-8090-452.56-60 for the oversight and maintenance of landscaping at Veterans Park. The annual cost in fiscal year 2022-23 is \$174,720 and the remaining cost until the contract sunsets on April 15, 2024 is \$131,040.

CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S):

A. North Star First Amendment to Contract Services Agreement

ATTACHMENT "A"



FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT

Landscaping Maintenance Services – Veterans Park

THIS FIRST AMENDMENT AGREEMENT ("Agreement") is made as of **March 15, 2022** by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and North Star Landscape, (hereinafter, "Consultant"). For the purposes of this Agreement City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

This Agreement is made and entered into with respect to the following facts:

WHEREAS, Contractor was retained to provide consultation services relating to overseeing, performing and providing landscape and other related services at City parks and City facilities.

WHEREAS, on or about April 15, 2019, the Parties executed and entered into that certain agreement titled, Landscaping Maintenance Services (hereinafter, the "Agreement") which is attached hereto as Exhibit "A".

WHEREAS, the City requires assistance with the maintenance of landscape services at City parks and pertinent City facilities in general.

WHEREAS, the contract timeline will continue to be for a three-year period ending April 15, 2022, with the City exercising its option to extend the contract to April 15, 2024. The contract amendment agreement includes additional payment compensation of \$14,560 per month towards the oversight and maintenance of Veterans Park, which is a linear park located on ten Los Angeles Department of Water and Power lots south of Walnut Street, north of Santa Ana Avenue, west of California Avenue and east of State Street. Additional compensation request is attached hereto as Exhibit "B". Compensation for the existing contract agreement is covered under Section 1.3 Compensation, part B of the original agreement executed on April 15, 2019.

WHEREAS, Maintenance of Veteran Park and all applicable amenities shall commence April 1, 2022.

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. Except as otherwise set forth in this First Amendment, the terms of the Agreement shall control. This First Amendment Agreement with the Contract Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

City of Huntington Park:

North Star Landscape:

By: _____
Ricardo Reyes
City Manager

By: _____
Jose Antonio Martinez
President

ATTEST:

Eduardo Sarmiento, City Clerk

APPROVED AS TO FORM:

By: _____

Exhibit "A"



LANDSCAPING MAINTENANCE SERVICES

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **April 15, 2019**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **North Star Landscape** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and

I.

ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to CITY 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 Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of **THREE (3) YEARS** commencing from **April 15, 2019**. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) – one (1) year extension of terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$276,693.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall 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, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR 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 Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and

other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall 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 CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the [NAME OF PERSON DESIGNATED] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall 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 CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;

- C. CONTRACTOR shall 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.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) 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 shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or

obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR 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 CONTRACTOR'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 CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall 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.
- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall 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. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall 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 Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall 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 shall 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: Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the contractor is stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they

have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver form must be signed.

D. **Pollution Liability Insurance:** CONTRATOR shall procure pollution liability insurance with a limit of Three Million Dollars (\$3,000,000.00) per claim and aggregate.

- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall 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 shall 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. CITY 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 CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 **PRIMACY OF CONTRACTOR'S INSURANCE:** All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY 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 CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY 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 CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.

- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'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 CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'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 CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 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 CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'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") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall 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 shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B 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 shall 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. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this

Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY'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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR 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, CITY shall 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 CONTRACTOR 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 CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'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) CONTRACTOR'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 CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'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, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY 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 CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall 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 shall 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 shall 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 CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

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

G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall 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 shall 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 shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR 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 CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR 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 shall 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:

CONTRACTOR:

North Star Land Care Inc.
Dba North Star Landscape
Attn: Jose Antonio "Tony" Martinez,
President
10831 Downey Avenue
Downey, CA 90241

CITY:

City of Huntington Park
Attn: Public Works
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) 584-6274

Such notices shall 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 shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making

them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR 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 CONTRACTOR, 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, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall 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 shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall 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, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall 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 shall 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 shall not be construed in favor of, or against, either Party but shall 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 shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall 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, limits, 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 shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is 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, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.
- 6.21 BUSINESS LICENSE AND W9: A City of Huntington Park Business license must be obtained before commencing work and a W9 provided prior to submitting first payment request.

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

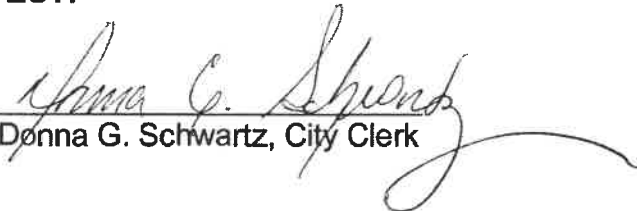
CITY OF HUNTINGTON PARK:

By: 
Ricardo Reyes
City Manager

**North Star Land Care Inc. dba NORTH
STAR LANDSCAPE**

By: 
Name: Jose Antonio Martinez
Title: President

ATTEST:

By: 
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:


By: 
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

SCOPE OF WORK

The City of Huntington Park is seeking the services of a highly qualified Contractor to provide Landscaping Maintenance Services for the City of Huntington Park.

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FEDOSHA, EPA, and the California State Department of Health Services.

The Contractor shall utilize green products whenever possible. A list of green products to be utilized by the Contractor shall be pre-approved by the City prior to use. The Scope of Services are as follows:

DEFINITIONS: 1-8

1. LAWN CARE

LAWN CARE

Lawns shall be mowed turf-grass one (1) time per week during the months of January through September, Turf-grass shall be mowed every-other-week during the months of October through December. The Contractor may mow one (1) time per week during the months of October thru December a no additional cost to the City as directed by the City. The cutting edge of all mowing equipment shall be kept in a sharp condition, free of organic material, and they shall be kept in proper adjustment. Rough cutting of grass will not be permitted. Prior to mowing, all trash and foreign materials are to be removed from lawn areas. All areas containing Kikuyu grass or Bermuda grass, as the primary grass shall be mowed at 3/4 height. All areas with bluegrass or perennial rye grass as the primary grass shall be mowed with a rotary or reel type mower at a minimum height of 2 inches in dry warm weather and 1 1/2 inches during the cool rainy season as determined by the City. Edging of all turf areas adjacent to hardscape including but not limited to paving, curbs, gutter, sidewalk, etc. must be completed monthly and on an as needed basis so that no turf overhangs hardscape area to the satisfaction of the Director of Public Works or designee. Trimming of vegetation around all trees, fences, walls, and any other vertical surfaces and/or obstacles shall be completed at a minimum of monthly and as needed to the satisfaction of the Director of Public Works or designee.

Lawns shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers. Extreme caution shall be observed, if selective weed killers are used, not to damage any other plants. If spraying is done, it shall only be done at times when there is no wind.

The Contractor is responsible to over seed all damaged or bare turf areas on a continual basis to re-establish turf to an acceptable quality as determined by the City. This task shall be performed at no additional cost to the City. Reseeded areas shall receive supplemental water by hand or portable sprinkler as needed to establish turf. The top dress material, seed, and application rate shall be as approved by the City.

The Contractor shall be responsible for removal of all litter and debris from turf prior to mowing. All trash receptacles shall be emptied, all debris or litter created by or worsened by the mowing operation shall be removed prior to the crew leaving the site. Failure to do so will result in the issuing of a Deficiency Notice and a deduction from the monthly payment reflecting the cost to clean up the debris.

LAWN TRIMMING

All edges shall be trimmed after each cutting or more often as necessary. Trimming shall include cutting all grass along walls, fences, curbs, sidewalks, shrubs, tree trunks, poles, or any other object immediately adjacent to the lawn areas.

The trimming shall be done by power edgers or by hand, but in no case will soil sterilants or other types of herbicides be permitted for use in edging. Immediately after trimming, a contact herbicide approved by the State Department of Agriculture and the City may be applied around the base of trees and sprinkler heads but shall not exceed 2" beyond the perimeter of the head. Spray around trees shall not exceed 6" from the base of the tree. No herbicide is to come in contact with the tree. Herbicides used along walls shall not exceed 4" from the base of wall.

Trim around sprinkler heads as necessary to provide maximum water coverage.

Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings and other structures. Damage shall be reported to the Director and repairs made at the Contractor's expense.

After trimming, all debris shall be raked off the lawn, swept off of sidewalks and paved areas, and collected for disposal.

LAWN RENOVATING

Lawns at all City Properties shall be renovated (*Dethatching and top dressing*) once each year. Dethatching shall be done in October. Contractor shall over seed all turf areas immediately after dethatching. Seed with perennial rye grass approved by the Director, at recommended seed rates with sodding as needed, in January/February. This shall include dugout areas at the baseball/softball fields.

All lawn depressions shall be brought level to grade with topsoil and reseeding as necessary.

Infield turf areas on Baseball Diamonds shall be renovated to include, dethatching, over seeding, top dressing, and sodding as needed, in January/February. This shall include dugout areas.

LAWN WATERING

Lawns shall be deeply watered, as weather conditions require providing adequate moisture for optimum growth. Lawns shall at no time show a lack of fresh green color or a loss of resilience due to lack of water. Irrigation shall be done between 11:00 p.m. and 6:00 a.m.

Wherever the permanently installed sprinkler system does not adequately cover the areas, the Contractor shall set out additional hoses and sprinklers as required to uniformly irrigate all areas.

Excessive water in streets shall be avoided. Every effort will be made to conserve water. Automatic controllers shall be programmed so as to keep lawn areas in a green healthy condition, utilizing the least amount of water.

All recently reseeded areas shall be watered to prevent excessive run-off or ponding, but shall also be watered on a regular basis to ensure germination.

Manual watering of newly planted trees and/or any trees that do not have automatic irrigation and/or are not fully established is required.

LAWN FERTILIZING

Lawns shall be fertilized at least two times a year. Application shall be at the rate of 3 to 4 pounds of actual nitrogen per 1,000 square feet per year. One of the applications shall be of a complete or balanced fertilizer containing not less than 4 percent phosphorous and 4 percent potassium in addition to nitrogen. Iron and other elements shall be included if required to correct soil deficiencies.

The Director and Public Works Supervisor shall be notified prior to application of fertilizers. All turf areas shall be aerated prior to fertilization by removing 2" deep cores of sod with an aerator machine at not more than 6" spacing.

The second application shall be of straight nitrogen fertilization. Lawns shall be watered immediately after fertilization to prevent burning of grass.

2. IRRIGATION SYSTEMS

Before beginning the maintenance program, the Contractor shall inspect all systems and report damages or incorrect operation to the Director and Public Works Supervisor. The Contractor will be responsible for the operation of the irrigation system and maintenance of sprinkler heads, risers, solenoid valves, mainline, and lateral lines.

Specifically, the Contractor shall:

Where the installed sprinkler system does not cover the area adequately, the Contractor shall provide his own sprinklers and hoses to adequately water the area, until he makes permanent changes to correctly cover the area.

Repair and adjust all heads to maintain proper coverage.

Remove the last head from each system and flush the lines, if required.

Repair and replace any equipment damaged as a result of contract operations at the Contractor's expense. All replacements to be original type equipment or equal.

Contractor to provide materials for repair and extension of irrigation systems, including piping, connections, risers, sprinkler heads and valves.

Inspect all automatic systems on a weekly basis to insure proper operation of system. Repair or replace valve or other malfunctions.

Contractor shall provide automatic moisture sensitive control irrigation systems which shall restrict the operation of said systems during rainy periods.

Contractor shall be responsible for cascading and setting controllers.

All irrigation systems shall automatically turn off during rainy days.

Watering of planters shall be controlled to avoid excessive drainage on sidewalk and/or hardscape creating a hazard and staining.

Irrigation of general areas controlled by automatic time clocks shall be watered between 11:00 p.m. and 6:00 a.m.

Manual irrigation shall be performed during normal working hours except when prohibited by Local, Regional, State, or Federal regulations or mandates.

3. SHRUB AND GROUND COVER

SHRUB AND GROUND COVER WATERING

Contractor shall water trees, shrubs and ground cover deeply and slowly to establish moisture to the full depth of the root zone. Watering shall be done in a manner to avoid erosion, excessive run-off, or creation of a waterlogged soil condition. Hoses and sprinklers shall be used to supplement the sprinkler system where necessary to insure complete coverage. In areas where no such sprinkler system exists, the Contractor shall water with hoses or other apparatus as necessary, to insure deep watering. Areas having manual valves to operate, bubbler heads, or skinner lines will be used to irrigate by the Contractor.

Trees and shrubs shall be deeply watered as weather conditions require to provide adequate moisture for optimum growth. Trees and shrubs shall at no time show a lack of fresh green color due to lack of water.

Wherever the permanently installed sprinkler system does not adequately cover the areas, the Contractor shall install a permanent irrigation system as required to uniformly irrigate all areas, at the Contractors expense.

Excessive water in streets shall be avoided. Every effort will be made to conserve water. Automatic controllers shall be programmed so as to keep planted areas in a green, healthy condition, utilizing the least amount of water practicable.

SHRUB AND GROUND COVER PRUNING

Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Excessive pruning or stubbing back will not be permitted. All cuts over one inch in diameter shall be painted with approved tree wound dressing. All pruning cuts shall be made flush and shall be cut with no damage to the surrounding bark. All dead or damaged branches shall be removed

Pruning of shrubs shall be done as needed to achieve the following:

To shape, particularly to correct misshaping caused by the wind. Maintain shape where hedged.

To raise the lower branches of trees above 7' minimum head height from ground.

Public safety shall be a prime consideration in trimming trees.

To cut back shrubs and ground cover where they encroach on the paved areas or become intertwined.

To cut back branches that are rubbing on walls, fences, and buildings, or overhanging header board areas.

To remove suckers, waterspouts, and other undesirable growths from the trees.

Oleanders shall be kept trimmed as necessary to keep all City signs clearly visible by traffic at all times.

All pruning operations will be conducted so as to provide maximum safety for the public, and shaped to conform to horticultural standards.

Major pruning of shrubs shall be done during the dormant season. Minor pruning may be done at any time.

Oleander shrubs and trees shall be trimmed after bloom season.

Contractor shall remove all dead trees, including stump grinding and turf repair.

Pruning of tree roses shall be done at the end of January/February by cutting and removing all dead and old wood and spraying with oil emulsion after pruning.

Uniformity is important, encourage weak side by pruning to produce more bloom, leave more lateral wood.

SHRUB AND GROUND COVER WEEDING

Weed and cultivate the ground cover areas and other areas as needed to keep them free of weeds. Pre-emergent weed control chemical can be used to control weeds on the railroad right-of-way only.

SHRUB AND GROUND COVER STAKING

Maintain and replace stakes and guys with material equal to existing. Maintain and replace plant ties to provide support without damage to bark.

SHRUB AND GROUND COVER FERTILIZING

Fertilize all trees, shrubs, and ground cover once a year with an approved complete fertilizer. Fertilizer shall be applied in April. Fertilize at the following rates at each application: 1/4 pound per shrub; 1 pound per tree of less than 1-inch trunk diameter; 3/4 pound per tree with more than 1-inch trunk diameter; 20 pounds per 1,000 square feet of ground cover. The fertilizer for roses shall be a slow release organic-type with a 6-6-6 compositions or equal. Application of an iron fertilizer shall be used as needed throughout the year, where necessary, to maintain healthy, vigorous growth and good foliage.

SHRUB AND GROUND COVER TRIMMING

All ground cover shall be edged and cut back once every month to promote good health and appearance. A cleared circle 18" to 24" in diameter shall be maintained at base of tree in ground cover area to reduce competition for nutrients. Edge ground cover to keep in bounds as necessary to achieve an overall even appearance. Trim around sprinkler heads as needed to provide maximum water coverage. Trim Ivy and other ground cover as necessary to restrict growth from encroaching on curbs or other adjacent areas. Growth retardants may be used.

Contractor shall remove dead and damaged shrubs, and ground cover and replant with material of equivalent size, condition and variety, subject to the approval of the Director.

The Contractor, at the Contractor's expense, shall replace all plant material that has died as determine by the Director. This includes turf, ground cover, shrubs, and trees. Plants destroyed by vandalism, outside construction, or by City forces shall be the responsibility of the Contractor and replaced at the Contractor's expense.

Annual flowers shall be replaced and planted three times a year and more often, if required, by the Contractor as determined by the Director. Flowers to be furnished by Contractor. There shall be no alterations in existing landscape without prior consent by the Director.

SHRUB PLANTING

Planting located within 50 feet of any railroad crossing shall not be permitted to grow to a height in excess of four feet above the top of the railroad's adjacent tracks. Adequate cultural care shall be undertaken by Contractor to insure strict compliance with said height restriction. Planting shall not be permitted to foul any water lines nor shall planting be located less than 15 feet from the centerline of railroad tracks.

SHRUB CARE - CIVIC CENTER

Camellias and Azaleas and all plants located between the County Court Building, City Hall Building, and the Police Building shall be raked out weekly or more often as needed

to keep areas free of leaves and litter. Azalea and Camellia shrubs and trees shall be trimmed after the bloom season.

PLANTS

As plants expire, Contractor will replace with drought tolerant plants per the City's direction and approval at the Contractor's expense.

4. PEST, WEED, SNAIL, INSECT & DISEASE CONTROL

Pest Control

Landscaped areas (shrub and ground cover)

Weed control

All landscaped areas shall be treated with appropriate pre-emergent herbicide at the recommended rate according to the label.

All areas within the boundaries of the site, which are not landscaped, shall be treated monthly to eliminate weeds. All weeds that are four (4) inches and above shall be removed mechanically or by hand.

Weed Control – Paved Surfaces & Arterial Roads

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in concrete walkways, sidewalks, cracks, or expansion joints, within each site and in areas contiguous to the City landscape. All weeds that are four (4) inches and above shall be removed mechanically or by hand.

Snail Control

Snails shall be controlled on an as needed basis on all plan material, as determined by the Director.

Insect and Disease Control

All landscaped areas shall receive appropriate treatment with EPA registered pesticides for any insect or disease which causes or may cause damage to plants.

5. SPORTS FIELD MAINTENANCE

Required Equipment

Gator Utility Vehicle or equivalent vehicle - designed for ball field maintenance.

Water Pumps

Sports Digout Tool/Base Anchor Digout Tool

Drying agent for puddles

Tarps - to cover pitching mound and home field plate on Ball Park 4 – to remove and store in chalk shed during inclement weather

Baseball/Softball Infield Maintenance – Salt Lake Park

Skin/Baseline Areas

Maintain a level surface with uniform consistency throughout the areas. Problems areas include edges, player position areas, sliding, and lead-off areas.

Daily Maintenance: Drag, level, rake, wet down by 12:00 p.m. All standing water to be removed. If fields are not playable contractor should notify City designated staff by 11:00 a.m.

Weekly Maintenance: Scarify ½" deep, level depressions (pack firm with 3-ton roller if rain eminent).

Monthly Maintenance: Re-screen surface, scarify, and add Hilltopper mound clay, level.

Annual Maintenance: 2nd week of December through first week of February. Scarify and add Angel Mix as needed. Laser level every two (2) years. Add Hilltopper mound clay as needed. Salt Lake Park dethatching the perimeter of the infield (2' from infield edge) and around the warning track of fields once (1) per year.

Laser Leveling – Annually, starting on the second week of December of 2019.

Dragging Equipment / Techniques: The following dragging techniques shall be applied to all baseball/softball infields. All dragging should avoid the grass edges by staying at least one foot away – the area next to the grass edge should be hand raked.

a. Scarifying drag: loosens and mixes the top ½", or so, of skin material (Hilltopper mound clay) with the conditioner (topdressing) material typically consisting of Hilltopper mound clay. Scarifying drags also level the cleat marks created in the skin base Hilltopper mound clay. Baselines should be dragged by hand if there is grass on both sides.

b. Leveling drag: fills in minor swales created from sliding and concentrated cleat activity at the player position areas and baselines. Care should always be taken when dragging near the grass edges to avoid moving any loose soil into the grass thus contributing to the lip problem. For best results on the skin area, dragging with a level drag should be in circles with a minimum turning radius of the equipment used to pull the drag. A medium turning radius at a slow speed prevents the tires on the equipment from digging into the Hilltopper mound clay base. Keeping the turning radius the same and overlapping the drag width half way from the previous drag pass will help ensure a more uniform and level surface.

c. Grooming drag: puts the finishing touches on the leveling process by eliminating any ridges created by the scarifying and leveling drags. It also helps establish a more uniform distribution of the conditioner or top dressing material.

Edges: The infield/outfield edges require daily maintenance. Lightly raking or sweeping away any loose infield material in the grass on a daily basis will greatly reduce lip buildup. Periodically, the edges will require reestablishment every week by setting up a taught string line stretched from one base cutout to the other. Then, with a power edger, cut along the string line to cut grass stolon's and straighten the edge line. Once the edge has been cut remove any loose grass debris – this may involve the use of a hoe to remove any Bermuda grass that has become anchored on the skin side of the edge. With a re-defined edge add enough infield skin mix necessary to re-level the edge line and compact with a small hand roller. One should be able to stand on the edge line (straddling the grass and skin) without feeling any elevation difference.

Daily Maintenance: Rake/broom level.

Weekly Maintenance: Maintain level grade.

Monthly Maintenance: Re-screen surface, scarify, and add Hilltopper mound clay, level.

Annual Maintenance: Scarify, add Angel Mix as needed, laser level, add Hilltopper mound clay as needed.

Moisture Management: The key component to any good infield skin and baseline is proper moisture within the soil profile. Proper moisture can take a poor performing infield and turn it into one of superior performance.

Daily Maintenance: Apply even moisture.

Pitcher's Mound / Home Plate Area:

Daily pitcher's mound and home plate maintenance is required.

Repair holes on the mound and in the batter and catcher boxes utilizing this 5-step process:

Step 1: Using a kitchen broom remove all loose soil from holes – the base of the hole should be firm and hard.

Step 2: Using a pump-up sprayer or a hose with an on/off nozzle set to a trickle wet the base of the hole to the point where the Hilltopper mound clay in the bottom of the hole becomes sticky and slightly slimy – make sure the edges of the hole are wet as well.

Step 3: Add moist Hilltopper mound clay material to the hole.

Step 4: Compact the applied Hilltopper mound clay material with a tamper making sure the compaction is occurring throughout the entire area of the hole. Compact area until it is level with the surrounding surface.

Step 5: Keep Hilltopper mound clay moist for best playability and minimal disruption – apply light amounts of water as needed to prevent Hilltopper mound clay from drying out and cracking. Use of tarps will help retain moisture within the Hilltopper mound clay during hot sunny days.

Key mound repair areas will include the launch area (next to the rubber), the landing area (approximately 5 feet down the slope from the rubber), and the follow-through area (approximately 3 feet to the right and left of the landing area).

Key home plate areas will include the holes in both batters boxes, the catchers box, the start line toward 1st base (typically located just outside the right batter's box and in line with the foul line), and the sliding area into home plate from the 3rd base side.

Mound Maintenance

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Reestablish perch/slope.

Monthly Maintenance: Reestablish circle, reestablish height.

Annual Maintenance: Reestablish circle, height, perch, slope, rotate rubber, and laser level.

Batter Boxes

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Re-level area.

Bullpen Maintenance

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Reestablish perch/slope.

Monthly Maintenance: Reestablish height.

Annual Maintenance: Rotate pitching rubber.

Baseline Maintenance

Daily Maintenance: Drag, level, rake, chalk.

Weekly Maintenance: Power edge, scarify, level.

Monthly Maintenance: Add Angel Mix as needed.

Annual Maintenance: Edge, scarify, laser level.

Base Maintenance

Daily Maintenance: Check anchors/sleeves and rubber.

Weekly Maintenance: Paint white on Fridays with paint diluted 10:1 (water: paint).

Monthly Maintenance: Repair/replace as needed.

Annual Maintenance: Repair/replace as needed.

Weekly Ball Field Maintenance Schedule:

The field preparation weekly schedule will be emailed by Parks and Recreation designee. It will contain the date, field, and distance at which bases are to be set. Additional details will be included.

Field Turf Maintenance Guidelines – Salt Lake Park

Bermuda grass maintenance (Apr-Oct)

Mowing: Once Bermuda grass comes out of dormancy begin mowing at $\frac{3}{4}$ " height to reduce shade from cool-season grasses and allow more heat to the crown of the Bermuda plant with a reel mower. Mowing frequency should be 1x per week. Clippings can be left if the 1/3 rule is followed. Hybrid Bermuda prefers a mowing height of $\frac{1}{2}$ " - $\frac{3}{4}$ ".

Fertilization: Apply a complete fertilizer at a rate of 1 lb. of N per 1000 sf every month. In June and July the amount of N shall be increased to 1.5 lbs. per 1000 square feet or an additional application of $\frac{1}{2}$ lb. per 1000 square feet can be applied two weeks following the 1 lb. N application. The ratio of nitrogen (N) to potassium (K) should be close to equal with phosphorous (P) and $\frac{1}{4}$ that of N and K. Fertilizer selected should include some secondary nutrients (calcium, magnesium, and sulfur) as well. Apply micro nutrients (iron, manganese, zinc, copper and boron) at the label rate in June and July – this can be either in granular form or liquid form if spray equipment is available.

Dethatching: Vertical mow all turf grass areas in June or July at the completion of field activity. Vertical cutting blades should be spaced approximately every $\frac{3}{4}$ " and set to the depth of the soil surface. If equipment has vertical blade spacing greater than 2" then make 2 passes at right angles over entire area. Debris should be removed. Vertical mowing will provide some viable stolon's that can be placed in heavily worn areas for establishment. Aeration: All sports field turf areas should be core aerified every month. Deep-tine aeration is to be performed once a year in the summer when the fields are not in use. Depending on the depth of irrigation pipes aerating to a 12" depth is required. If deep-tine aeration is not an option then core aerating to a minimum of 3" is recommended. Cores must be collected from the field at the conclusion of each work day.

Topdressing: Topdressing should be performed at the same time aeration takes place. Topdressing mix should consist of 90% washed medium sand (.5mm-.25mm) and 10% finely composted organic material. Application rate should be approximately 40 cubic yards per acre.

Perennial Ryegrass / Tall Fescue Maintenance (Oct-Apr)

Mowing: Raise the height of cut to 1" and mow 1x per week. Mowing should be done with a reel type mower. Clippings can be left if the 1/3 rule is followed. Aeration: All sports field

turf areas should be core aerified every month. Deep-time aeration is to be performed once a year in the summer when the fields are not in use. Depending on the depth of irrigation pipes aerating to a 12" depth is required. If deep-time aeration is not an option then core aerating to a minimum of 3" is recommended. Cores must be collected from the field at the conclusion of each work day.

Topdressing: Topdressing should be performed at the same time aeration takes place. Topdressing mix should consist of 90% washed medium sand (.5mm-.25mm) and 10% finely composted organic material. Application rate should be approximately 40 cubic yards per acre.

Perennial Ryegrass / Tall Fescue Maintenance (Oct-Apr)

Mowing: Raise the height of cut to 1" and mow 1x per week. Mowing should be done with a reel type mower. Clippings can be left if the 1/3 rule is followed.

Soccer Square Maintenance

Same directions for lawn renovating, lawn watering, and lawn fertilizing for maintaining the soccer square. Maintenance should start on April 1st and end on August 1st.

6. PICNIC SHELTERS

Picnic Shelters

Contractor shall be responsible for the cleaning and trash pickup of all City shelters including the below shelters. A City representative will provide weekly schedule of Picnic Shelter reservation(s):

<u>Senior Park</u>	<u>Robert Keller Park</u>	<u>Salt Lake Park</u>
6923 Salt Lake Ave	6550 Miles Ave	3401 Florence Ave
Huntington Park, CA	Huntington Park, CA	Huntington Park, CA

7. LITTER AND DEBRIS

Litter and Debris

Weekly removal of any litter or debris that becomes evident in the area. Clean drains and gutters of any dirt, clippings, etc. as necessary or as requested by the City. Contractor will be responsible for the disposal of all trash and debris that accumulates as a result of the work.

8. WASTE RECEPTACLES

Waste Receptacles

Maintenance of waste receptacles will be the responsibility of the Contractor. Trash bags will be used in the receptacle, with trash to be removed daily. The lids and outsides of waste receptacles must be wiped down and cleaned during weekly trash removal. Contractor will be responsible for providing trash bags/liners.

Maintenance Work Areas

Any and all City owned properties and buildings

Salt Lake Park, Main Recreation Center, and Municipal Building

3401 E. Florence Ave Huntington Park CA, 90255

Pick up trash and waste from Skate Park, Soccer Circle, Soccer Square, and Ball Fields.

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Sports Field Maintenance
- Litter and Debris
- Waste Receptacles
- Picnic Shelters

Huntington Park Community Center

6923 Salt Lake Ave, Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles
- Picnic Shelters

Robert Keller Park

6550 Miles Ave, Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles
- Picnic Shelters

Raul R. Perez Memorial Park

6208 Alameda St., Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles

Chesley Park

6531 Albany St., Huntington Park, CA 90255 (Corner of Zoe Ave & Albany St.)

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles

City Hall Building

6550 Miles Ave, Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles

Courthouse Building/After School

6548 Miles Ave, Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles

Police Department Building

6542 Miles Ave, Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles

Police Annex Building

6538 Miles Ave, Huntington Park, CA 90255

- Lawn Care
- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control
- Litter and Debris
- Waste Receptacles

Arterial roads West to East: Alameda St, Santa Fe Ave, Pacific Blvd, State St

- Pest, Weed, Snail, Insect, and Disease Control

Arterial roads South to North: Florence Ave, Gage Ave, Slauson Ave

- Pest, Weed, Snail, Insect, and Disease Control

Railroad Tracks: Randolph St. from Alameda to Fishburn Ave & Salt Lake Ave from Bell Ave to Santa Ana St.

- Irrigation Systems
- Shrub and Ground Cover
- Pest, Weed, Snail, Insect, and Disease Control

City Owned Parking Lots Rita Street along Florence Ave to Randolph St.

- Shrub and Ground Cover
- Litter and Debris
- Waste Receptacles
- Pest, Weed, Snail, Insect, and Disease Control

City Owned Parking Lots Rugby Street along Florence Ave to Randolph St.

- Shrub and Ground Cover
- Litter and Debris
- Waste Receptacles
- Pest, Weed, Snail, Insect, and Disease Control

Medians: 7 total - Various Locations

- Two at Florence Ave. & California Ave
- One at Hood Ave. and State St.
- One at Mission Place and State St.
- One at State St. and Slauson Ave.
- One on 52nd St. and Pacific Blvd.
- One on Saturn and Bissell St.

All specifications listed for Shrub, Groundcover, and General Turf Maintenance shall apply to Median Service Areas. In addition to landscape and turf maintenance the

Contractor is responsible for the maintenance of all hard surfaces areas such as curbs, gutters, concrete safety strips, sidewalks, and patterned concrete surfaces, which are part of the median.

All hard surface areas on all medians shall be inspected weekly and maintained in a neat, clean, and safe condition at all times. The hard surface areas shall be kept "weed free" at all times.

All hard surface areas shall be cleaned monthly or more frequently as needed to remove all deposits of litter, silt, sand, dirt, weeds, grass or other debris. The use of vacuums is required for the monthly service on all hardscape areas on the medians. All materials shall be removed from the site and be properly disposed of by the Contractor.

Plant material shall not be allowed obstruct any site line of vehicular traffic, and shall be kept below thirty-six (36") in height as measured from the road surface in any area where traffic site lines may be impacted. A City representative may provide direction as requested for proper maintenance.

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in turf, planters, cracks, curbs and gutters, or expansion joints and areas contiguous to the City landscape.

All maintenance personnel shall wear safety vests and personal protective equipment while working in the public right-of-way and when working on medians, and at no time shall work be performed in the roadway without a City approved Traffic Control Plan in compliance with the CAMUTCD and all required traffic control signage in place.

Contractor is responsible for insuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.

ADDITIONAL SERVICES

REQUIRED REPORTS/MEETINGS

Contractor shall be responsible for the filing of all required records and reports, including but not limited to the Notice of Intent to Apply and Pesticide Use Reports, as specified by all county, state, and federal agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City and Agricultural Commissioner monthly, with the exception of the Notice of Intent to Apply, which shall be submitted prior to the application of pesticides.

Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity of chemical, method of application, and environmental data. A copy of this report shall be submitted to the City at the end of each month. Failure to do so will result in a deficiency and possible deduction in payment.

A pest monitoring report for each site shall be submitted to the City by the first day of each month. This report shall include the site number, date identification, extent, and location of pest problems (if any), record of previous control measures, name of inspecting personnel, and proposed control measures if deemed necessary.

The City shall be notified verbally within forty-eight (48) hours and in writing within five (5) working days of any new pest problems previously unreported and observed by the Contractor.

Contractor shall provide Public Works and Parks and Recreation with a weekly report of what was completed and what the Contractor will be working on. Contractor will also have bi-monthly meetings with Public Works and Parks and Recreation.

HOLIDAYS, ADDITIONAL SPECIFIED DATES, CITY EVENTS, SUMMER, & WEEKLY OPENING & CLOSING

Holidays & Additional Specified Dates

The following ten (10) days are City holidays and the additional days which contractor shall provide service; including the cleaning of outdoor restrooms twice a day. Contractor shall also provide service on the day after these holidays. Contractor shall also provide service on the City event days and day after the City event. Parks shall be serviced at least 2 hours before the event and by 12 p.m. the day after a Holiday. There will be a fine, the cost to replace these services, if Contractor does not provide service on the following day after a holiday or City event.

- | | |
|---------------------------|-----------------|
| 1. New Year's Day | 2. Labor Day |
| 3. Martin Luther King Day | 4. Veterans Day |

5. President's Day

7. Memorial Day

9. Christmas Day

Christmas Eve thru January 1st

6. Thanksgiving Day

8. Independence Day

10. Cesar Chavez Day

Day after Thanksgiving

City Events:

Easter Sunday

Cancer Relay

Health Expo/5K Run

Mother's Day 2nd Sunday in May

Day after Veteran's Day

First Sunday of February

Halloween / Hauntington Park

Telemundo Sports Experience

Fourth of July Event

Day after Memorial Day

Day after Labor Day

Summer:

The Contractor shall provide service; including the cleaning of outdoor restrooms twice a day, on every Saturday and Sunday during the summer months of June thru September at all parks.

Weekly Opening and Closing:

Contractor will open and close the below parks ~~seven days a week~~:

1. Salt Lake Park open at 6:00 a.m. close at 10:00 p.m.
2. Keller Park open at 6:30 a.m. close at 9:00 p.m.
3. Freedom Park open at 7:00 a.m. close 9:30 p.m.
4. Chesley Circle Park open at 7:30 a.m. close at 8:00 p.m.
5. Raul R. Perez Park open at 8:00 a.m. close at 8:30 p.m.

Exhibit "B"



March 4, 2022

Cesar Roland
Public Works Director
6550 Miles Ave
Huntington Park, CA 90255

Hello Cesar Roland,

Congratulations to the City of Huntington Park on the grand opening of the new linear park, Veterans Park. The residents will enjoy a community park of this magnitude for many years to come.

Since 2019, North Star Land Care has been the City of Huntington Park's contracted landscaping maintenance company. Currently, we service all existing city parks, city facilities, and city-wide medians. Our current contract does not cover the maintenance of Veterans Park. Since the grand opening, we have assessed the maintenance needs of the new park, and we wish to offer the city our services. Based on our assessment, we concluded that it would take an additional two full-time staff persons and equipment, including a pickup truck, small power equipment, and an off-road vehicle. The additional monthly fee would cost \$14,560, bringing the new monthly total to \$37,635.

Over the years, we have built a great relationship with your staff, working together daily to provide the Huntington Park residents with clean, well-maintained parks and facilities. We would love to add Veterans Park to our routine maintenance schedule, ensuring quality and continuity in the city.

We look forward to continuing our relationship with the city to provide the best possible maintenance services to the great community of Huntington Park. Please do not hesitate to contact me if you have any questions.

Sincerely,

Jose A. Martinez

North Star Land Care
10831 Downey Avenue
Downey, CA 90241
(562)674-3076
info@northstarlandcare.com
www.northstarlandcare.com

ITEM NO. 7



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 15, 2022

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO ALLOW PUBLIC WORKS STAFF TO PURCHASE A UTILITY SERVICE TRUCK

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the purchasing of a utility service truck for the Public Works Department for a not to exceed fee of \$45,000 payable from Account No. 741-8060-431.74-10 Fleet Fund Capital Equipment; and
2. Approve a budget transfer from Account No. 111-8095-431.61-50 General Fund Street Maintenance Supplies to Account No. 741-8060-431.74-10 (all City vehicles are purchased from the Fleet Fund); and
3. Authorize the City Manager to execute all applicable agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Public Works has an ongoing requirement to purchase replacement vehicles to support mission critical operations performed by City departments. Time is of the essence when replacing vehicles to prevent interruptions in service and avoid higher repair and maintenance costs associated with keeping assets beyond their scheduled replacement. To expedite this process, this report recommends using cooperative purchase agreements and/or direct sales representation from reputable dealers to purchase a utility service truck. Additionally, as the Public Works Department continues to grow and add more personnel, so does the need to purchase vehicles in order to have personnel get to their designated work destinations.

LEGAL REQUIREMENT

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement

CONSIDERATION AND APPROVAL TO AMEND UTILITY SERVICE CO. INC.'S (A SUEZ COMPANY) CONTRACT TO INSTALL A NEW ROOF AS PART OF CIP 2020-03 COTTAGE RESERVOIR AT WELL 15

March 15, 2022

Page 2 of 2

method increases pricing competitiveness and lowers capital costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protests, and administration of the contract.

Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

FISCAL IMPACT/FINANCING

Approval of this item will authorize the purchasing of a utility service truck for a not to exceed fee of \$45,000 payable from Account No. 741-8060-431.74-10. There is sufficient budget in the General Fund Account No. 111-8095-431.61-50 for this budget transfer.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ITEM NO. 8



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 15, 2022

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2019-14 ATP CYCLE V PROJECT NO. ATPSB1L-5150(017)

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the design of Project Approval and Environmental Design of CIP 2019-14 ATP Cycle V Project No. ATPSB1L-5150(017) to West & Associates Engineering, Inc. for a not-to-exceed fee of \$24,800;
2. Utilize Account No. 202-8080-431.76-23 as the \$24,800 is reimbursable from the State of California Department of Transportation (Caltrans); and
3. Authorize the City Manager to execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled meeting of February 1, 2022, the City Council authorized staff to solicit proposals for the Project Approval and Environmental Design (PA&ED) of CIP 2019-14 ATP Cycle V Project No. ATPSB1L-5150(017) (Project). The proposed project will create pedestrian safety and mobility enhancements along Gage Avenue, State Street, California Avenue, and the intersection of Florence Avenue at Bissell Street. It builds off previous safety initiatives and targets persistent concerns along Gage Avenue, where pedestrian ramp improvements and sidewalk replacement will improve safety and encourage active transportation for ten schools along Gage Avenue and seven schools along State Street. The project also adds four transit bus pads that will provide ADA-access and stable station platforms for all ages that will promote more active transportation to and from bus services. Along the residential corridor of California Avenue, pedestrian ramps will be improved at 42 locations. Finally, HAWK beacons at three critical mid-block locations in the City, including the intersection of Florence Avenue and Bissell Street will improve north-south pedestrian safety to schools near Salt Lake

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2019-14 ATP CYCLE V PROJECT NO. ATPSB1L-5150(017)

March 15, 2022

Page 2 of 3

Park. These infrastructure improvements will increase pedestrian mode share for sixteen elementary, middle, and high schools with a cumulative enrollment of 14,595 students. This will address a youth population with the highest rate of collision fatalities in the State and the highest rates of obesity and overweight children in the State.

The PA&ED constructability review assures that all of the alternatives and the proposed preferred alternative are constructible on the available level of detail. This review is particularly important during consultation with the California Environmental Quality Act (CEQA) that establishes project limits or place specific mitigation requirements on the project. The constructability review includes the review of the proposed work plan, schedule, environmental requirements, and construction impacts.

On February 4, 2022, the City Clerk's Office published the RFP in the local newspaper of general circulation and Public Work' posted the RFP on the City's website and other forms of electronic media. The RFP provided the guidance expected of professional engineering firms that perform similar type work.

The City solicited proposals from qualified firms and the date to submit proposals was March 3, 2022. The City received three (3) proposals.

- | | |
|--|----------|
| 1. West & Associates Engineering, Inc. | \$24,800 |
| 2. Infrastructure Engineers | \$34,390 |
| 3. Minagar & Associates, Inc. | \$47,935 |

City staff has relayed that engineering support from an outside consultant is necessary to accomplish the design of the environmental phase of the Project. Based on the need to commence this phase of the design, it is staff's recommendation to award the design proposal to West & Associates Engineering, Inc.

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act. City is awarding West & Associates Engineering, Inc. with the professional services agreement based on demonstrating competence and qualifications for this type of service.

FISCAL IMPACT/FINANCING

At its regularly scheduled meeting of December 8, 2021, the California Transportation Commission (CTC) allocated funding in the amount of \$50,000. A local City match is not required. West & Associates Engineering, Inc. has submitted a proposal and a fee schedule for a not-to-exceed fee of \$24,800. Staff recommends utilizing Account No. 202-

**CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR PROJECT
APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2019-14 ATP CYCLE V
PROJECT NO. ATPSB1L-5150(017)**

March 15, 2022

Page 3 of 3

8080-431.76-23 as the \$24,800 is reimbursable from the State of California Department of Transportation.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. West & Associates Engineering, Inc. PSA
- B. Proposals

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

Project Approval and Environmental Design
CIP 2019-14 ATP Cycle V - Project No. ATPSB1L-5150(017)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **15th day of March 2022**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **WEST & ASSOCIATES ENGINEERING, INC.** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

Nd

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, on March 15, 2022, the Huntington Park City Council at its Regular Meeting approved the Professional Services Agreement to the CONSULTANT to provide Project Approval and Environmental Design of CIP 2019-14 ATP Cycle V - Project No. ATPSB1L-5150(017); and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and skill of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of March 15, 2022.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall conclude by December 30, 2022 and will commence from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, for a not-to-exceed fee of \$24,800, included in the proposal reflected in **Exhibit "A"**. CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed 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 shall 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, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold

applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall 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. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 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 Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall 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 CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **Phillip West** to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall 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 shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the

Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall 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.*);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. 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
- F. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS 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 shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY 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 in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY 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 shall 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 CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONSULTANT: The Work shall 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. CITY retains CONSULTANT on an independent CONSULTANT 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 CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall 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.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTs, subCONSULTANTs or subconsultants is determined by the CITY Representatives 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, CONSULTANTs, subCONSULTANTs or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall 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 shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

(a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

(b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

2.11 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities,

including without limitation, the CITY's Permits;

- c) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

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 shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall 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 Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto) or if CONSULTANT does not own or lease automobiles, Hired and Non-Owned Automobile Liability shall be accepted. Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) 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. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

- 3.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall 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 shall 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. CITY 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 CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.
INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY 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 this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTs, subCONSULTANTs or authorized volunteers or any other person or entity for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless pursuant to this subsection does not include an upfront duty to defend. CONSULTANT will reimburse the CITY Indemnitees' reasonably incurred defense fees and costs to the extent they are determined to have been caused by the negligence, recklessness or willful misconduct of CONSULTANT, or as the parties otherwise agree in settlement. CONSULTANT's obligation to indemnify does not apply to the extent that it is finally adjudicated that the liability was caused by the active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be in proportion to the established comparative liability.
- 4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees,

agents, servants, CONSULTANTs, subCONSULTANTs or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and 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.
- 4.5 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 CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT 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 acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 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 CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the

written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY 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 shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'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") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall 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 shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B 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 shall 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 shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-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 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - i. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-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 30-day cure period. The foregoing notwithstanding, CITY shall 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 30-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 shall include, but shall 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 Services; (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 violate 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 material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall 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, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY 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 CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall 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 shall 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 shall 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 CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY 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 CITY may exercise any other available and lawful right or remedy.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall 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 shall 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 shall 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 shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, 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 additional cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which they were prepared, and should the CITY reuse or modify them without CONSULTANT'S consent, it does so at its sole risk.

- 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 shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 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 shall 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:

West & Associates
Engineering, Inc.
78 Anacapa Court
Foothill Ranch, CA 92610
Phone: 949.716.7670
Attn: Phillip West,
Principal/President
mailto:philw@westaeng.com

CITY:

City of Huntington Park
Public Works
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

Such notices shall 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 shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS 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, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall 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 shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall 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, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall 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 shall 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 shall not be construed in favor of, or against, either Party but shall 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 shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall 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, limits, 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 shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is 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, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for

archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

6.22 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

WEST & ASSOCIATES ENGINEERING, INC.

By: _____
Ricardo Reyes
City Manager

By: _____
Phillip West, Principal/President

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

City of Huntington Park

Proposal for:

Professional Project Approval and
Environmental Design (PA&ED)
Services for CIP 2019-14 ATP Cycle V

CITY OF
HUNTINGTON PARK

March 3, 2022

Submitted by:

West & Associates Engineering, Inc.

WEST&ASSOCIATES
ENGINEERING, INC.



March 3, 2022

Cesar Roldan
Director of Public Works
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Professional Project Approval and Environmental Design (PA&ED) Services for CIP 2019-14 ATP Cycle V

Dear Mr. Roldan:

West & Associates is pleased to submit our Proposal for Professional Project Approval and Environmental Design (PA&ED) Services for CIP 2019-14 ATP Cycle V for the City of Huntington Park.

We recently had the pleasure of working with the City on the PA&ED of Cycle IV of the City's Active Transportation Program (ATP). Therefore, we are very familiar with the needs of this Project. In particular, we understand that unlike previous cycles of the City's ATP, this 5th Cycle will include sidewalk, curb ramp, and bus pad improvements. Thus, it will be important to coordinate with LA Metro early during this PA&ED phase in order to confirm the locations of the bus pads. This will ensure that the bus pad locations do not change during the preparation of Plans (next phase of Cycle V).

From the previous Cycle IV PA&ED project, we understand that this cycle will include a Project Study Report Equivalent (PSRE), consisting of a Project Scope (Report), Preliminary Environmental Study (Caltrans LAPM Exhibit 6-A), Field Review Form (Caltrans LAPM Exhibit 7-B), and NOAA Species (Fisheries) Review (<https://www.fisheries.noaa.gov/region/west-coast>). We have prepared **Exhibit A** (included in Section 4 of this Proposal) to demonstrate our understanding of this Cycle V project.

According to a letter sent by Caltrans to the City in December 2021 (Page 39 of the RFP), we understand that **the City has secured \$50,000** in State Funding for this current PA&ED phase. This current PA&ED phase of the Project essentially seeks to "scope" and set the design and construction budgets.

I have read, understood, and agreed to all statements in this Request for Proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced. This proposal is valid for a period of no less than one-hundred & eighty (180) calendar days from the date of this submittal. We also acknowledge that **no addendums** have been issued for this RFP.

Thank you for this project opportunity. Please contact me if you have any questions.

Sincerely,

Phillip West, P.E., QSD/QSP
Principal/President
West & Associates Engineering, Inc.
Office: (949) 716-7670
Cell: (714) 728-8082
philw@westaeng.com

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SECTION 9: FEE SCHEDULE/COST PROPOSAL (1 PAGE)**

SECTION 10: COMPLIANCE WITH RFP AND CONTRACT AGREEMENT (1 PAGE)

**This Section includes resumes. Resumes not included in page count.*

***Fee is provided in a separate envelope*

SECTION 2: CONSULTANT'S BACKGROUND

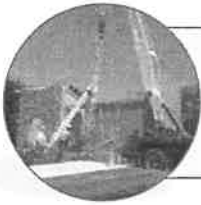
Company Background

West & Associates Engineering, Inc. was started in 2015 by Mr. Phillip West. We provide consulting services to clients throughout the state of California for a broad range of services, including planning, design, and construction management. In particular, we **specialize** in the following types of work:



GENERAL CIVIL / ROADWAYS

Streets & Streetscapes, Grading, Parks, Parking Lots, etc.



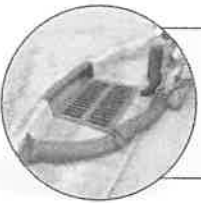
FACILITIES

Wells, Pumping Stations, Lift Stations, Valve Vaults, Tanks, Reservoirs, Structures



PIPELINES

Water Mains, Sewers, Storm Drains, Etc.



QSD/QSP SERVICES

Including preparation and inspection of SWPPPs, WQMPS, etc.

Services Listed Include ALL Major Phases of Work:

- Planning
- Design
- Construct. Management

Other Notable Services:

- Plan Check
- Staffing Augmentation
- Specialty Studies

Nearly all of the past experience by the West project team members has been with public agencies. As such, **our focus is on public clients**. Mr. West and the project team members have experience with over **sixty (60)** public agencies throughout Southern California. A good portion of these clients are repeat clients that the team members have worked with over the years. Clients that Mr. West and the project team members have worked with include **Cities (49), Water Agencies (14), and County Agencies (2)**.

SECTION 2: CONSULTANT'S BACKGROUND

Our Project Team members have served clients all over Southern California, regardless of the distance. In fact, we have completed services for municipal agencies which are nearly **four (4) hours away from our office**. We are versatile and able to accommodate your needs!

Office Location and Contact Information

We are a small California "S" Corporation. Our office is located in Foothill Ranch (Lake Forest) in Orange County, California. Mr. Phillip West acts as the Principal/President of the firm.



- Started in 2015
- California "S" Corporation (Fed I.D. No. 81-5259524)
- Contact: Phillip West, P.E., QSD/QSP
- Office: (949) 716-7670
- Cell: (714) 728-8082
- philw@westaeng.com

Subconsultants

Brief descriptions of our sub-consultants are provided in **Section 5** of this Proposal.

SECTION 3: QUALIFICATIONS AND EXPERIENCE OF CONSULTANT'S PERSONNEL

Related Project Examples

We have experience with **over sixty (60) public agencies** in Southern California, **including experience with the City of Huntington Park**. The following experience includes related project experience for our firm. A list of references with contact information is provided in **Section 7** of this proposal.



CITY OF HUNTINGTON PARK

6550 Miles Avenue, Huntington Park CA 90255

Cesar Roldan, Director of Public Works (323) 584-6320

croldan@hpca.gov

West & Associates was recently involved with the City of Huntington Park on the following project(s):

CIP 2018-11 ATP CYCLE IV – PA&ED SERVICES

Engineering services for Phase IV of the City's ATP project. The services included Project Approval & Environmental Design (PA&ED) work in preparation for the solicitation of PS&E. The PA&ED phase will lay the groundwork for the completion of "complete streets" for six (6) streets, with a pedestrian focus, including bicycle routes, sharrows, curb bulbouts, zebra crosswalks, signal modifications, and signage.



CITY OF ALHAMBRA

900 New Avenue, Alhambra, CA 91801

Robert Bias, Engineer (626) 570-5062

rbias@cityofalhambra.org

West & Associates was recently involved with the City of Alhambra on the following project(s):

FY 2020-21 STREET REHABILITATION PROJECT

Engineering services for the City's FY 2020-21 SB1 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five separate streets in the City. The total length of the project was about 30,000 feet.

SECTION 3: QUALIFICATIONS AND EXPERIENCE OF CONSULTANT'S PERSONNEL



CITY OF SIERRA MADRE

232 W. Sierra Madre Blvd. Sierra Madre CA 91024

Chris Cimino, Director of Public Works [626-355-7135](tel:626-355-7135)

ccimino@cityofsierramadre.com

West & Associates was recently involved with the City of Sierra Madre on the following project(s):

FY 2020-21 STREET REHABILITATION PROJECT

Engineering services for the City's FY 2020-21 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, and restoration of pavement striping. The total length of the project was 10,000 feet.

Total Related Experience

The following table provides a partial listing of relevant projects. Some of this experience is past experience for Mr. West prior to the formation of West & Associates:

AGENCY	PROJECT NAME
City of Alhambra	FY 20-21 Street Rehabilitation
City of Azusa	Gladstone Elementary Safe Routes to School Survey
City of Baldwin Park	Street Condition Assessment
City of Bellflower	Palo Verde Ave Rehabilitation
City of Culver City	Wash. Blvd. & Wash. Pl. Streetlight Improvements
City of Hawaiian Gardens	Fedde Middle School Safe Routes to School
City of Huntington Park	ATP Cycle IV Project – PA&ED Services
City of Irvine	Barranca Parkway Rehabilitation
City of Irvine	Culver-Main/Culver-Alton Intersection Improvements
City of Montebello	Beach Street Pavement Rehabilitation Project
City Rancho Palos Verdes	Infrastructure Report Card
City of Rancho Santa Margarita	Melinda Road Median Extension
City of San Dimas	Foothill Blvd. Rehabilitation
City of San Dimas	San Dimas Canyon Rehabilitation
City of Sierra Madre	FY 20-21 Street Rehabilitation
City of Sierra Madre	FY 19-20 Street Rehabilitation
City of Sierra Madre	City Recreation Center Parking Lot Improvements
City of Simi Valley	Lost Canyons Drive Improvements
City of San Juan Capistrano	Forster Street Improvements
15 DIFFERENT CLIENTS SERVED	19 RELATED PROJECTS

SECTION 4: PROJECT APPROACH

Project Understanding

In accordance with the RFP and as further clarified by the City, we understand that the City is seeking Project Approval and Environmental Design (PA&ED) Services in preparation for the solicitation of Plans, Specifications and Estimates (PS&E) from professionally licensed design consultants. Through this Cycle V of the City's Active Transportation Program (ATP), the City intends to address safety concerns along school corridors, improve pedestrian safety, and encourage active transportation for over seventeen (17) schools within the City. This project will consist of the following streets:

- Gage Avenue (from Wilmington Ave to Salt Lake Ave)
- State Street (from Florence Ave to Randolph St)
- California Ave (from Florence Ave to Cudahy St)

The project locations are shown in **Exhibit A**.

The project will consist of sidewalk replacements, ADA curb ramp replacements, bus pad installations, pedestrian signal (HAWK beacon) installations, and potential striping (traditional crosswalks and/or "scrambles"). On **Exhibit A**, we have identified the potential locations of the HAWK beacons.

We understand that the City must prepare a "Project Study Report Equivalent" or PSRE. The PSRE essentially will "Scope" the design phase of the Project, and will result in approval of a construction budget by Caltrans. A PSRE consists of the following documents:

- Analysis of Project Site, Preparation of Preliminary Scope, and Preparation of Cost Estimates
- Field Review Form (Exhibit 7-B)
- Preliminary Environmental Study (Exhibit 6-A)
- NOAA Species (Fisheries) Review: <https://www.fisheries.noaa.gov/region/west-coast>

According to our previous environmental research, we understand that there is only one endangered species within the NOAA quadrangle (South Gate area), which is a steelhead fish as shown below.

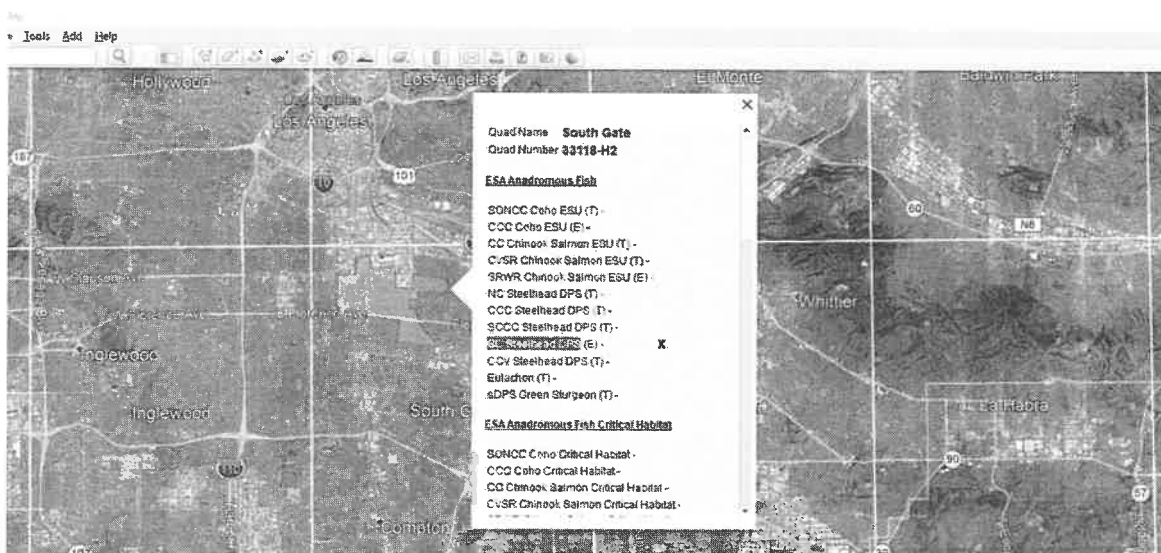


Figure 1: NOAA Endangered Species Search Results (South Gate Quadrangle)

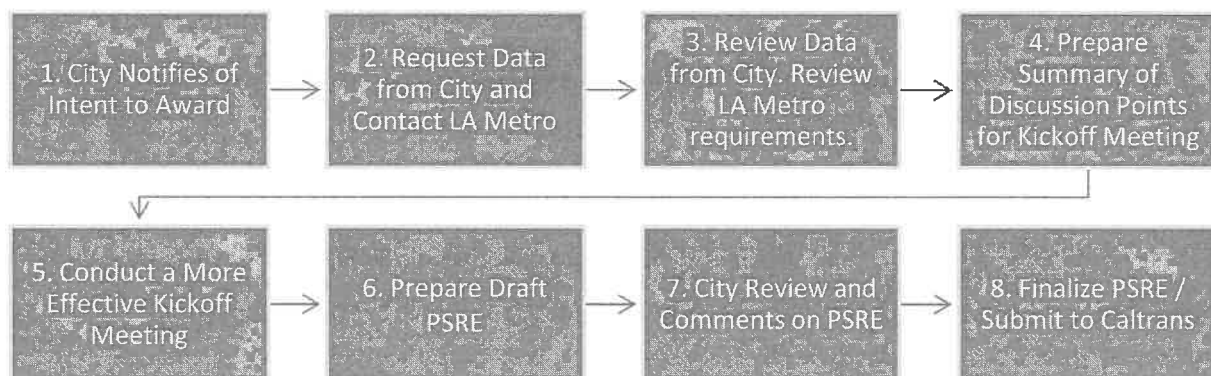
SECTION 4: PROJECT APPROACH

Special Coordination Requirements for Project

For the previous Cycle IV project, the PA&ED phase did not require coordination with Caltrans until the PSRE was complete and submitted to Caltrans. However, **unlike Cycle IV, this Cycle V project will require coordination with LA Metro for the location of bus pads along Gage Ave.** That is, it will be important to determine the locations of the bus pads so that the locations do not change during the preparation of Plans. We recommend that LA Metro be contacted early during the course of this PA&ED phase.

Project Approach

To accomplish the Scope of Work, we intend to begin preliminary work on this project upon notice of contract award (instead of upon Notice to Proceed). Typically, this is about three weeks prior to the Kickoff Meeting. The preliminary work will include requesting data from the City in advance of the Kickoff Meeting and initial coordination with LA Metro. This approach will result in a more productive Kickoff Meeting and help ensure that the PA&ED phase of work is complete with Caltrans approval by September 1, 2022, as stipulated in the RFP.



Scope of Work

We acknowledge the tasks described in the RFP. Our proposed Scope of Work will **include the entirety of the Scope described in the RFP.** In order to provide the **best possible services** for your needs, we will consolidate the Scope into the following phases:

- Phase I – Due Diligence
- Phase II – Preliminary Engineering (Draft PSRE)
- Phase III – Final Engineering (Final PSRE)

The Schedule provided in Section 8 of this Proposal shows the sequence and duration of the Phases above.

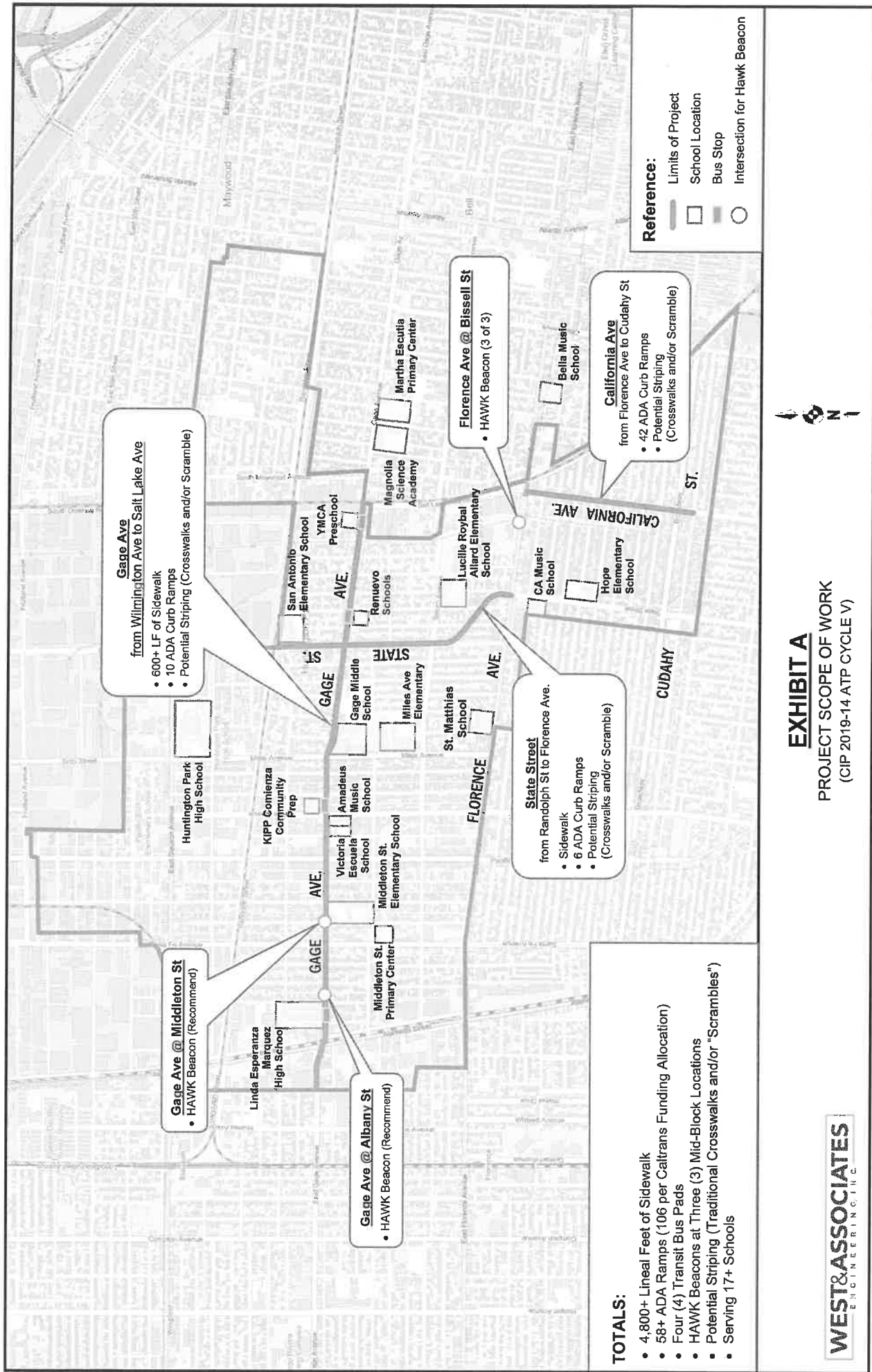


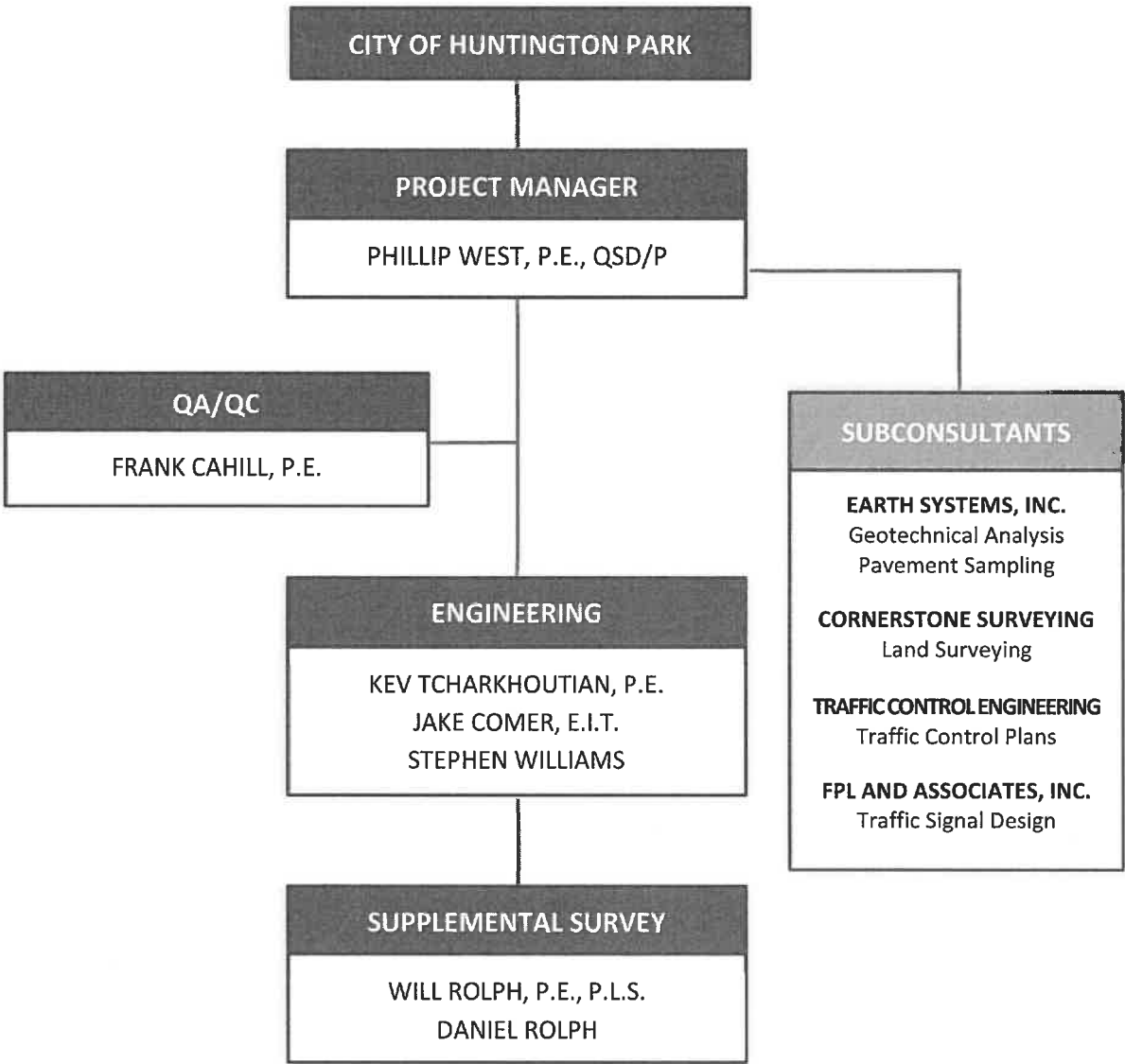
EXHIBIT A

PROJECT SCOPE OF WORK (CIP 2019-14 ATP CYCLE V)

SECTION 5: PROPOSED PERSONNEL

Organizational Chart

The project team will consist of the individuals below:



Resumes of the above individuals are provided later in this section.

SECTION 5: PROPOSED PERSONNEL

Subconsultants

Brief descriptions of our sub-consultants are provided below:

Geotechnical (Pavement Coring) Services:

Earth Systems, Inc.,

2122 East Walnut Street
Suite 200
Pasadena CA 91107
626.356.0955

Company Overview: Geotechnical services for Southern California clients. Earth Systems was started in 1969 and has been in business for over 50 years. They provide a complete range of Geotechnical Services all over Southern California. Their client list includes architects, engineers, private homeowners, commercial businesses, and of course public agencies. In total, they have worked with cities, counties, water districts, school districts, and private companies.

Land Surveying:

Cornerstone Surveying

20730 Knob Place
Perris CA 92570
951.736.0200

Company Overview: Land Surveying services for California. Cornerstone Surveying Inc. began in 1997 and includes a staff of three (3) Licensed Surveyors as well as support staff. Cornerstone's team has over 75 years of in-depth experience with both development and capital improvement/public works projects.

Traffic Control:

Traffic Control Engineering

2687 Saturn St.
Brea, CA 92821
714.447.6077

Company Overview: Traffic Control Services throughout Southern California. The Company was founded in 1989, and provides traffic control engineering services to municipal clients in Southern California. Their services include local, state, and federally funded projects. Typical services include design of traffic control plans.

Traffic Signal Design:

FPL & Associates Inc.

30 Corporate Park #401,
Irvine, CA 92606

Company Overview: FPL and Associates, Inc. is a privately-held corporation located in the heart of Orange County, California. FPL provides comprehensive civil and traffic engineering services to federal, state, municipal, and private clients across the western United States, particularly in the Southern California region.

Phillip West, P.E., QSD/QSP
Principal/Project Manager

EDUCATION:
California State University,
Long Beach
B.S. Civil Engineering

REGISTRATION:
Registered Civil Engineer, California
No. 77453
Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 25034

OVERVIEW:

As Principal/President at West & Associates, Mr. West also serves as a Project Manager for all projects. The entirety of Mr. West's career has been **solely focused on public clients**, and he has served **over sixty (60) public agency clients** throughout his career. His experience has been very diverse and involves planning, design, construction management, field surveying, and even staffing augmentation. Most importantly for this particular project, a good portion of Mr. West's background involves **street design and/or construction management**, including widening, medians, ADA Ramps, rehabilitation etc. A handful of these projects have **involved funding through Caltrans**.

RELATED PROJECT EXPERIENCE

Mr. West has been involved with the related projects described below. These projects are only a portion of Mr. West's overall experience:

CITY OF HUNTINGTON PARK

Project management services for Phase IV of the City's ATP project. The services included Project Approval & Environmental Design (PA&ED) work in preparation for the solicitation of PS&E. The PA&ED phase will lay the groundwork for the completion of "complete streets" for six (6) streets, with a pedestrian focus, including bicycle routes, sharrows, curb bulbouts, zebra crosswalks, signal modifications, and signage.

CITY OF HAWAIIAN GARDENS

Engineering services for the City's Fedde Middle School Safe Routes to School project. The project involved new curb ramps, new crosswalk striping, new speed humps, and a new overhead pedestrian traffic signal along 214th St. and Elaine Ave. in the City of Hawaiian Gardens.

CITY OF ALHAMBRA

Project management services for the City's FY 2020-21 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five streets in the City.

CITY OF SIERRA MADRE

Project management services for the City's FY 2020-21 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five streets in the City.

Project management services for the City's FY 2019-20 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five streets in the City.

Project management services for the City's Recreation Center Parking Lot Improvements project. The project involved grind & overlay, removal of curb and gutter, removal of grass parkway, removal of existing trees, construction of new parking spaces and curb islands, construction of new sidewalk and curb ramps, replacement of driveways, and installation of new striping.

CITY OF BELLFLOWER

Construction Management services for the City's Rehabilitation of Palo Verde Avenue Project. The project involved grind and overlay, removal and replacement, curb and gutter work, ADA curb ramps, striping, and traffic signal modifications. This project also involved Caltrans coordination for funding purposes.

CITY OF CULVER CITY

Design services for the City's Washington Blvd. and Washington Pl. streetlight improvements project. The project involved new streetlights in the City's two main thoroughfares as well as some sidewalk, curb, gutter, street, and ramp work. Project involved nearly 6,000 feet of street.

CITY OF IRVINE

Assisted with engineering services for the City's Barranca Parkway Pavement Restoration Project. The project involved rehabilitation of 10,000 ft. of Barranca Parkway, including grind & overlay, new driveway ramps near the Broadcom building, re-grading of certain portions of street, striping, landscaping adjustments, and adjustment of pedestrian curb ramps.

Engineering services for the City's Culver-Alton & Culver-Main Intersection Improvements project. The project involved re-configuring of a landscaped median, re-grading of a street intersection, re-configuring of turn pocket islands, striping, landscaping adjustments, and adjustment of pedestrian curb ramps.

CITY OF MONTEBELLO

Recently provided engineering services for the City's Beach Street Pavement Rehabilitation Project. The project involves removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five separate streets in the City. The total length of the project was 5,000 feet.

CITY OF RANCHOS PALOS VERDES

Engineering services for the preparation of an Infrastructure Report Card. The Infrastructure Report Card evaluated the City's infrastructure, including the City's streets. The Report Card provided an assessment of existing street infrastructure conditions, recommendations on rehabilitation or replacement needs, a cost estimate for infrastructure improvements of one letter grade, and the costs to improve infrastructure from the current assigned grade all the way to an "A" grade. The project also involved field site visits, presentations to City staff, and a final presentation to the City Council. The City's street's received an "A" grade.

CITY OF RANCHO SANTA MARGARITA

Engineering services for the City's Melinda Road Median Extension Project. The project involves extension of an existing median in Melinda Road at Paseo Alegria near the 241 toll road. The project involves removal of concrete curbs, stamped concrete, landscaping, striping, existing asphalt pavement, and traffic signs, construction of new concrete curbs, construction of new stamped concrete, installation of new asphalt pavement, grind and overlay of asphalt for smooth "feathered" transition for drainage, installation of new project signs and posts, curb painting, and restoration of pavement striping

CITY OF SAN DIMAS

Design services for the City's Foothill Blvd Rehabilitation Project. The project involved grind & overlay, removal and replacement, curb and gutter replacement, sidewalk restoration, landscaped median adjustment, re-grading of some portions of street, striping, and traffic loop adjustment.

Kev Tcharkhoutian, P.E.
Engineer**EDUCATION:**

California State University,
Long Beach
B.S. Civil Engineering, 1980

REGISTRATION:

Registered Civil Engineer, California
No. 44598

OVERVIEW:

Mr. Tcharkhoutian has over 40 years-experience in municipal civil engineering design and construction. He has served as City Engineer or Public Works Director for several agencies throughout Southern California. Mr. Tcharkhoutian has overseen a wide variety of projects including water, sewer, storm drain, streets, parks, and grading. Mr. Tcharkhoutian previously provided QA/QC services for the City of Alhambra's FY 20-21 Street Rehabilitation Project.

RELATED PROJECT EXPERIENCE (CITY ENGINEER OR PUBLIC WORKS DIRECTOR)

Mr. Tcharkhoutian has served as City Engineer or Public Works Director for the following agencies:

- City of Sierra Madre
- City of El Monte
- City of South El Monte
- City of Baldwin Park

RELATED PROJECT EXPERIENCE (OTHER AGENCY EXPERIENCE)

Mr. Tcharkhoutian has served as Principal, Senior, or Associate Engineer for the following agencies:

- City of Montebello
- City of Duarte
- City of Vernon
- City of Wildomar
- City of Colton
- City of South Gate
- City of Maywood
- City of Monrovia

RECENT PROJECT EXPERIENCE

Mr. Tcharkhoutian has recently provided Inspection Services for the following projects:

CITY OF ALHAMBRA

Project management services for the City's FY 2020-21 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five streets in the City.

CITY OF HUNTINGTON PARK

Engineering services for Phase IV of the City's ATP project. The services included Project Approval & Environmental Design (PA&ED) work in preparation for the solicitation of PS&E. The PA&ED phase will lay the groundwork for the completion of "complete streets" for six (6) streets, with a pedestrian focus, including bicycle routes, sharrows, curb bulbouts, zebra crosswalks, signal modifications, and signage.

Engineering services of the City and County catch basins within the limits of the City of Huntington Park. The project involved an inventory of the catch basins to assess the rehabilitation needs of the catch basins related to clean stormwater discharges. The goal of the inspections was to determine the need for inlet screens and baskets, and to determine the cleaning needs of the catch basins.

Frank Cahill, P.E.
Quality Assurance/Control**EDUCATION:**

University College Dublin,
Ireland
B.Eng. Civil Engineering

REGISTRATION:

Registered Civil Engineer, California
No. 55373

OVERVIEW:

Mr. Cahill has about **twenty-five years** of experience in California with civil engineering management, design and construction for site development, and **municipal projects** in the **water/wastewater** industry. He will be providing quality review of plans prior to submittal to the City.

RELATED PROJECT EXPERIENCE

Mr. Cahill has been involved with the related projects described below and on the following page. These projects are only a small portion of Mr. Cahill's overall experience:

EAST ORANGE COUNTY WATER DISTRICT

Mr. Cahill acted as the District Engineer for East Orange County Water District from 2017 to 2018, for a period of nearly two years. District Engineer duties included oversight of current projects, planning and budgeting of proposed projects, direction of staff and resources. During his tenure, Mr. Cahill oversaw the implementation of the District's Master Plan Update.

IRVINE RANCH WATER DISTRICT

Project Manager & QA/QC services for the Culver Drive Recycled Water Main Replacement project. The project involved replacement of approximately 1,200 feet of existing recycled water main with a new 12-inch PVC recycled water main, along with new recycled service laterals, air-vacs and a blow-off, and abandonment of existing facilities. The project also involved a complex connection in a busy intersection that required traffic control and the installation of a large 8-inch meter vault to an existing golf course.

MOULTON NIGUEL WATER DISTRICT

Project Manager for the Wood Canyon Domestic Water Booster Pump Station which included four 150 HP pumps, suction and discharge piping and valves, LPG standby generator, electrical system and controls, masonry building, grading and miscellaneous site work. Also provided construction management and inspection services.

CITY OF SIMI VALLEY

Prepared a Water Master Plan for a proposed development in the City. The proposed development included roughly 200 homes, new golf courses, a clubhouse, and club member suites. The master plan included nearly 5 miles of new mains, a booster station, a new reservoir, and revitalization of an existing reservoir.

Quality Assurance/Control services for the design of about 30,000 feet of new streets for a proposed housing development in the City. The street improvements included new street design, curb and gutter, parking pop-outs, and parking lots for a clubhouse at a private golf course. The project also included street rehabilitation work. Mr. Cahill overlooked the design of over 22,000 feet of water mains and over 3,000 feet of sewer improvements within the project vicinity.

UNIVERSAL STUDIOS

Prepared Domestic and Fire Water Master Plans as a Universal Studios Project Engineer. Recommended modifications to enhance the performance of the existing systems.

**Jake Comer, E.I.T.
Engineer****EDUCATION:**

California State University,
Long Beach
B.S. Civil Engineering

REGISTRATION:

Engineer-In-Training, CA (No. 18-460-16)
Licensed Engineer, CA (In Progress)

OVERVIEW:

Mr. Comer serves as an engineer for various projects, including water, sewer, and storm drain projects. Mr. Comer has experience in hydrologic and hydraulic analyses, engineering design work with both AutoCAD and MicroStation, field data collection, and GIS analyses. The majority of Mr. Comer's experience has been with public agencies. Mr. Comer previously provided engineering services for the City of Alhambra's FY 20-21 Street Rehabilitation Project.

RELATED PROJECT EXPERIENCE

Mr. Comer has been involved with the related projects described below and on the following page. These projects are only a portion of Mr. Comer's overall experience:

CITY OF HUNTINGTON PARK

Engineering services for Phase IV of the City's ATP project. The services included Project Approval & Environmental Design (PA&ED) work in preparation for the solicitation of PS&E. The PA&ED phase will lay the groundwork for the completion of "complete streets" for six (6) streets, with a pedestrian focus, including bicycle routes, sharrows, curb bulbouts, zebra crosswalks, signal modifications, and signage.

Inspection services of the City and County catch basins within the limits of the City of Huntington Park. The project involved an inventory of the catch basins to assess the rehabilitation needs of the catch basins related to clean stormwater discharges. The goal of the inspections was to determine the need for inlet screens and baskets, and to determine the cleaning needs of the catch basins.

CITY OF ALHAMBRA

Project management services for the City's FY 2020-21 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five streets in the City.

CITY OF CHINO

Engineering services for the Yorba Avenue and Eucalyptus Avenue Sewer Main Replacement project. The project involved replacing approximately 5,000 feet of 10-inch and 15-inch sewer main with 15-inch and 21-inch VCP. The project also included a sewer study which evaluated design alternatives and calculated sewer flows and capacity of the existing and new main. Finally, the project also involved coordination with Union Pacific Rail Road for a railroad crossing.

CITY OF MONTEBELLO

Recently provided engineering services for the City's Beach Street Pavement Rehabilitation Project. The project involves removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five separate streets in the City. The total length of the project was 5,000 feet.

CITY OF SIERRA MADRE

Project management services for the City's FY 2020-21 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five streets in the City.

Stephen Williams
Engineer**EDUCATION:**
Penn State University,
B.S. Business (Org. Leadership)**OVERVIEW:**

Mr. Williams provides engineering, surveying, construction inspection and drafting services for West & Associates. Prior to his experience in the water/wastewater industry, Mr. Williams had worked in the manufacturing industry for about 10 years, wherein he supervised a team. His skills with the finer details add to the precision of work for the project team. Mr. Williams previously provided engineering services for the City of Alhambra's FY 20-21 Street Rehabilitation Project.

PROJECT EXPERIENCE

Mr. Williams has been involved with the related projects described below:

CITY OF ALHAMBRA

Mapping and drafting services for the City's FY 2020-21 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five streets in the City.

CITY OF MONTEBELLO

Recently provided engineering services for the City's Beach Street Pavement Rehabilitation Project. The project involves removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five separate streets in the City. The total length of the project was 5,000 feet.

CITY OF RANCHO SANTA MARGARITA

Engineering services for the City's Melinda Road Median Extension Project. The project involves extension of an existing median in Melinda Road at Paseo Alegria near the 241-toll road. The project involves removal of concrete curbs, stamped concrete, landscaping, striping, existing asphalt pavement, and traffic signs, construction of new concrete curbs, construction of new stamped concrete, installation of new asphalt pavement, grind and overlay of asphalt for smooth "feathered" transition for drainage, installation of new project signs and posts, curb painting, and restoration of pavement striping.

CITY OF SIERRA MADRE

Recently provided engineering services for the City's FY 2020-21 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five streets in the City.

Engineering services for the City's FY 2019-20 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five streets in the City.

Engineering services for the City's Recreation Center Parking Lot Improvements project. The project involved grind & overlay, removal of curb and gutter, removal of grass parkway, removal of existing trees, construction of new parking spaces and curb islands, construction of new sidewalk and curb ramps, replacement of driveways, and installation of new striping.

**Will Rolph, P.E., P.L.S., QSD/P
Surveyor****EDUCATION:**
California State University,
Long Beach
B.S. Civil Engineering**REGISTRATION:**Licensed Civil Engineer, CA. No. 76698
Licensed Surveyor, CA 9381
Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 00812**OVERVIEW:**

Mr. Rolph has over fifteen (15) years of engineering and land surveying experience. Mr. Rolph assists Mr. West with a portion of West & Associates' projects. As a surveyor, Mr. Rolph's primary focus is large residential and commercial developments, but he also has experience working with local municipalities. Mr. Rolph's engineering background involves a strong component of water and sewer utility design.

PROJECT EXPERIENCE

Mr. Rolph has worked with Mr. West on the following projects described below. These projects represent just a small portion of Mr. Rolph's experience:

CITY OF ALHAMBRA

Land surveying & mapping services for the Winchester Avenue and Winthrop Drive Water Main Replacement project. The project involved replacing distribution mains and a transmission main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 10,000 feet. Finally, the project also involved street rehabilitation.

Land surveying & mapping services for the Chapel Avenue Sewer Main Replacement project. The project involved replacing an existing 8-inch sewer main with a 12-inch sewer main, including manhole rehabilitation, connections to existing sewer service laterals, and street rehabilitation. The work also included a Preliminary Design Report (PDR) which evaluated design alternatives and calculated sewer flows and capacity of the existing and new main. Finally, the project also involved street rehabilitation.

CITY OF CHINO

Oversight of surveying & mapping services for the Baker Avenue Water Main Replacement project. The project involved replacing a distribution main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 700 feet.

CITY OF CHINO HILLS

Oversight of surveying & mapping services for the Maroon Bell – Winchester Water Main Replacement project. The project involved replacing distribution mains along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The project also involved street rehabilitation. The total length of the project was approximately 3,500 feet.

CITY OF RANCHO SANTA MARGARITA

Oversight of surveying & mapping services for the City's Melinda Road Median Extension Project. The project involved the extension of an existing curbed median in Melinda Road north of the 241-toll road.

CITY OF SIERRA MADRE

Oversight of surveying & mapping services for the City's FY 2019-20 Street Improvements Project. The project involved the rehabilitation of over 10,000 feet of City streets, including full-depth replacement, grind and overlay, slurry seal, replacement of curb, gutter, sidewalk, and curb ramps.

**Daniel Rolph,
Surveyor/CAD Designer****EDUCATION:**

B.S., Architecture,
San Diego School of
Architecture

REGISTRATION:

Licensed Surveyor, CA (In Progress)

OVERVIEW:

Mr. Rolph practices as a surveyor and CAD designer in the State of California. He has experience in land surveying in over a dozen cities throughout California, many of which have involved coordination with public agencies, including City and Water District Staff and California State agencies, such as Caltrans. **Thus, Mr. Rolph is familiar with the needs of public agencies.**

PROJECT EXPERIENCE

Mr. Rolph has over five (5) years of land surveying and CAD experience. Mr. Rolph has worked with Mr. West on the following projects described below. Most of Mr. Rolph's experience has been with other firms. As such, these projects represent just a small portion of Mr. Rolph's experience:

CITY OF ALHAMBRA

Land surveying & CAD Design services for the Winchester Avenue and Winthrop Drive Water Main Replacement project. The project involved replacing distribution mains and a transmission main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 10,000 feet. Finally, the project also involved street rehabilitation.

Land surveying & CAD Design services for the Chapel Avenue Sewer Main Replacement project. The project involved replacing an existing 8-inch sewer main with a 12-inch sewer main, including manhole rehabilitation, connections to existing sewer service laterals, and street rehabilitation. The work also included a Preliminary Design Report (PDR) which evaluated design alternatives and calculated sewer flows and capacity of the existing and new main. Finally, the project also involved street rehabilitation.

CITY OF CHINO

Land surveying services for the Baker Avenue Water Main Replacement project. The project involved replacing a distribution main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 700 feet.

CITY OF CHINO HILLS

Land surveying services for the Maroon Bell – Winchester Water Main Replacement project. The project involved replacing distribution mains along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The project also involved street rehabilitation. The total length of the project was approximately 3,500 feet.

CITY OF RANCHO SANTA MARGARITA

Land surveying services for the City's Melinda Road Median Extension Project. The project involved the extension of an existing curbed median in Melinda Road just north of the 241 toll road.

CITY OF SIERRA MADRE

Land surveying & CAD Design services for the City's FY 2019-20 Street Improvements Project. The project involved the rehabilitation of over 10,000 feet of City streets, including full-depth replacement, grind and overlay, slurry seal, replacement of curb, gutter, sidewalk, and curb ramps.

SECTION 6: QUALITY ASSURANCE/QUALITY CONTROL

Quality Assurance/Control of Procedures

The following are quality control methods that we plan on implementing for this project:

Direct Project Management

The Project Manager, Mr. Phillip West, will be directly involved on this project. Instead of periodic reviews and dictations to engineering staff, he will work alongside engineering staff to ensure the work is done properly. All staff members have access to the same files and can edit as the needs arise without things being “lost-in-translation”. This drastically reduces errors during the work process.

Communication Plan

We will strive to address all issues the first time, so that the issues do not have to be re-addressed down the road, thus saving time and money. To accomplish this, we will apply the following procedures:

- Coordinate with the City to schedule meetings at such a day/time which allows the maximum number of City staff to attend the meeting (in order to provide better input for the City).
- Maintain regular communication via telephone and email. Important information will be made in writing via email in order to be accessible by all parties throughout the duration of the project.
- Strive for a high level of responsiveness and timeliness with all email and telephone communication. Typically, we respond to all phone calls or emails within a few hours or less. This reduces re-work if communication corrects a design issue that would have otherwise been resolved improperly.

Quality Assurance/Control of Products

All work will go through a QA/QC process before submittal to the client. We strive to have all projects reviewed by an experienced individual not directly involved in the project, although general familiarity with the project and the client is desirable. During the QA/QC process, Adobe PDF software is utilized to review documents as opposed to printing hard copies. This is not done to be “green”, but rather to **save time and to keep records of our quality control**. This is also important if any quarantines persist during this project. The review of the construction documents shall focus on three key areas including: 1) quality of drafting, 2) quality of design, and 3) constructability.

SECTION 7: REFERENCES

References

The following are key references for this proposal:



CITY OF HUNTINGTON PARK

6550 Miles Avenue, Huntington Park CA 90255

Cesar Roldan, Director of Public Works (323) 584-6320

croldan@hpca.gov



CITY OF ALHAMBRA

900 New Avenue, Alhambra, CA 91801

Thomas Amare, Engineer (626) 300-1562

tamare@cityofalhambra.org

900 New Avenue, Alhambra, CA 91801

Robert Bias, Engineer (626) 570-5062

rbias@cityofalhambra.org



CITY OF SIERRA MADRE

232 W. Sierra Madre Blvd. Sierra Madre CA 91024

Chris Cimino, Director of Public Works (626) 355-7135

ccimino@cityofsierramadre.com



CITY OF RANCHO SANTA MARGARITA

22112 El Paseo, Rancho Santa Margarita CA 92688

Tri Nguyen, Principal Engineer 949-635-1813

tnguyen@cityofrsm.org



CITY OF MONTEBELLO

1600 W Beverly Blvd. Montebello, CA 90640

Albert Mendoza, Deputy Director of Public Works (323) 887-1200

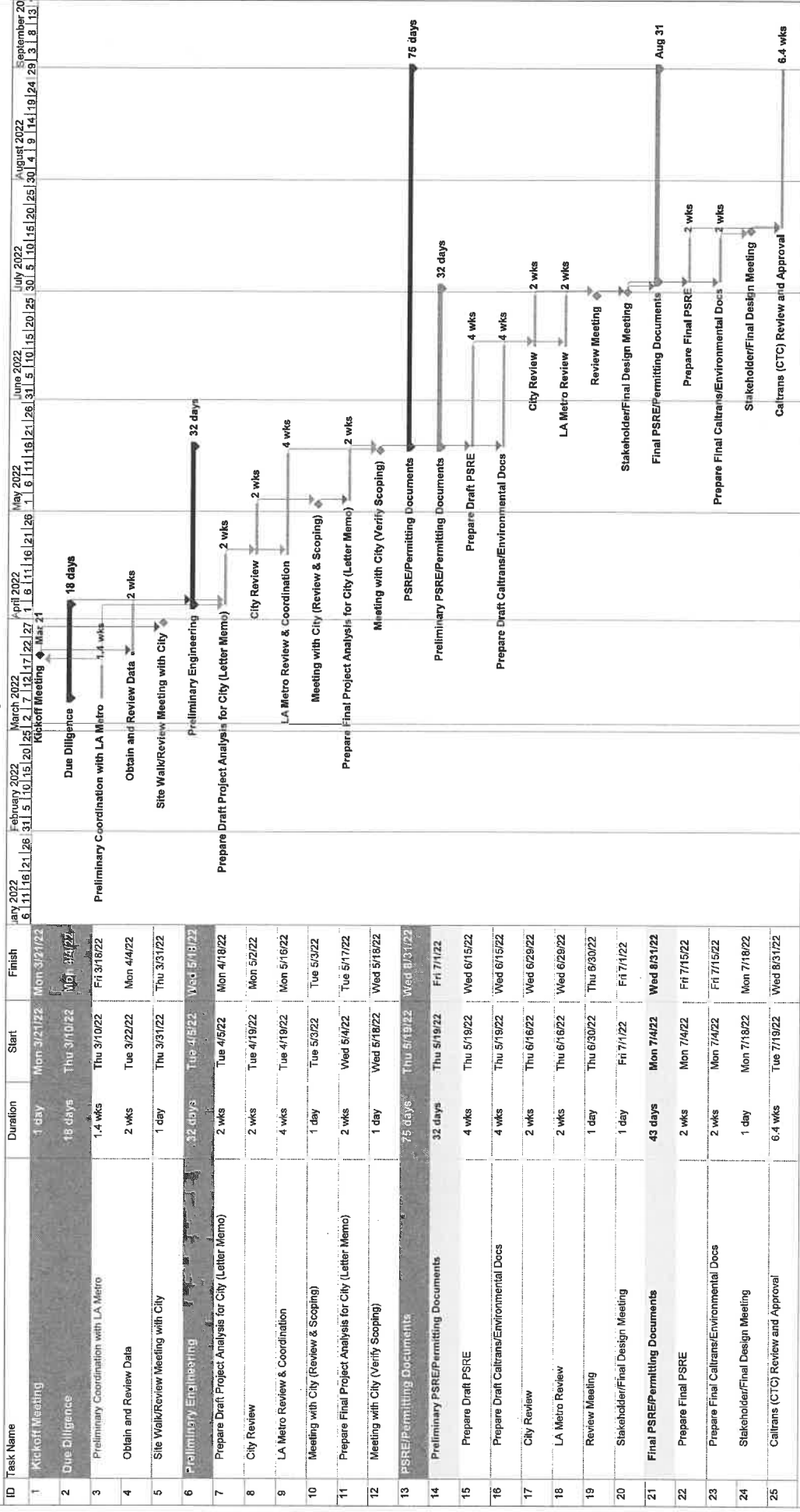
amendoza@cityofmontebello.com

SECTION 8: SCHEDULE

Project Schedule

We have included our project schedule on the following page in MS Project format. The schedule is based on a start date (Kickoff Meeting) of March 21, 2022 in accordance with the Notice to Proceed date as shown on Page 10 of the RFP ("Important Dates"). The schedule shows Caltrans (CTC) approval of the PA&ED by September 1, 2022 as stated in the RFP.

**City of Huntington Park
Professional Project Approval and Environmental Design (PA&ED) Services for
CIP 2019-14 ATP Cycle V**



SECTION 10: COMPLIANCE WITH RFP AND CONTRACT AGREEMENT

Statement(s)

At this time, we have no objections to the terms or conditions of the RFP or to the City's standard agreement for professional services. Our insurance coverage meets or exceeds the minimum insurance requirements outlined in the City's agreement for professional services. A sample copy of our insurance certificate is shown below.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
				9/22/2021		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER		CONTACT				
IOA Insurance Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656		NAME: Betty Tran PHONE (A/C, H/O, Ext): 949-297-5982 FAX (A/C, H/O): 949-297-5980 E-MAIL: betty.tran@ioausa.com ADDRESS: INSURER(S) AFFORDING COVERAGE		NAIC #		
WWW.IOAUSA.COM		CA License #0E67768		13055		
INSURED		INSURER A: RLI Insurance Company		31194		
West & Associates Engineering, Inc. 78 Anacapa Court Foothill Ranch CA 92610-2436		INSURER B: Travelers Casualty and Surety Co America				
		INSURER C:				
		INSURER D:				
		INSURER E:				
		INSURER F:				
COVERAGES		CERTIFICATE NUMBER: 64065479		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prim/NonCon <input checked="" type="checkbox"/> Wvr of Subr GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PEROL <input checked="" type="checkbox"/> EXCL <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	PSB0006154 Scheduled A1 Endt #PPB3130212 Professional Services performed by the insured are Excluded	9/19/2021	9/19/2022	EACH OCCURRENCE DAMAGE TO RENTED EQUIPMENT (If A, Aggregate) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> Prim/Non <input checked="" type="checkbox"/> Wvr of Subr <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOS <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	<input checked="" type="checkbox"/>	PSA0003094 Designated Insured Endt #CA20481013; Prim/NonCon and Bktl Wvr of Subr Included on pg 2 of Form #PPA3000313	9/19/2021	9/19/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEC <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	PSE0002685 Excludes Professional Liability	9/19/2021	9/19/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNERS/CLERICAL BY (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	PSW0004148 Waiver of Subrogation Endt #WC0403060484	9/19/2021	9/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> DTL ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims-Made		106587562	9/19/2021	9/19/2022	\$2,000,000 Each Claim \$2,000,000 Annual Aggregate
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Certificate Holder is an Additional Insured with respect to General Liability (GL) and Automobile Liability when required by contract with the insured, but only to the extent provided within the Endorsements noted above. GL includes Separation of Insureds and Contractual Liability per limitations in the BusinessOwners' Coverage form. A Workers' Compensation Waiver is included for the person or organization named in the Schedule that are parties to a written contract, but only to the extent provided within the Endorsement noted above. Coverage is subject to all policy terms, conditions, limitations and exclusions. 30 Day Notice of Cancellation / 10 Days for Non-Payment in accordance with policy provisions.						
CERTIFICATE HOLDER				CANCELLATION		
* Per ACORD Additional Remarks Schedule City of Alhambra, its officials, officers and employees 111 S. First Street Alhambra CA 91801				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE (AVC) Alicia K. Ingram		
						

ACORD 25 (2016/03)

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WEST&ASSOCIATES
ENGINEERING, INC.

ATTACHMENT "B"

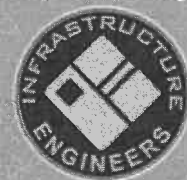
**Proposal for
PROFESSIONAL PROJECT APPROVAL AND
ENVIRONMENTAL DESIGN (PA&ED) SERVICES FOR
CIP 2019-14 ATP CYCLE V**

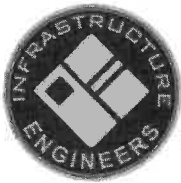


Prepared for
The City of Huntington Park

March 3, 2022

Prepared by





3060 Saturn Street, Suite 250
Brea, CA 92821
Phone: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

March 3, 2022

Cesar Roldan, Director of Public Works
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Subject: **Proposal for Professional Project Approval and Environmental Design (PA&ED) Services for CIP 2019-14 ATP Cycle V Project**

Dear Mr. Roldan,

Infrastructure Engineers is pleased to submit our proposal to the City of Huntington Park to provide Project Approval & Environmental Documents (PA&ED) prior to the design of several complete streets in your City. Improving and enhancing safe travel for pedestrians, bicyclists, motorists and transit riders of all ages and abilities has been a focal point of our team since our inception over 28 years ago. We are committed to providing continued exceptional service to your City as we have in the past. The City of Huntington Park is a valued client. We have completed a broad range of public works design and construction projects for the City including safety enhancements and traffic improvement projects, such as the HAWK Signal at Gage Avenue and Bissell Street, ATP Cycle 2 Uncontrolled Crosswalk and Safety Enhancements, i-Park System Implementation Design and Construction, and the Signal Synchronization/Bus Speed Improvements projects, among others.

With this in mind, we are proposing a highly skilled team of technical experts to field investigate and prepare environmental studies to complete this project's PA&ED phase in preparation for the development of Plans, Specifications and Estimate (PS&E). We are eager to begin the initial stages of this project to deliver ramp improvements, sidewalk replacement, transit bus pads, and more in conjunction with pedestrian safety and mobility enhancements. Our team will be led by Amir Farahani, PE, a veteran civil engineer. The team has prepared numerous PA&EDs with Caltrans oversight and Greenbook specifications for many traffic safety projects such as Lynwood's ATP Cycle 2 Project, Baldwin Park's ATP Cycle 3 Pedestrian and Bicycle Safety Enhancement Project, and Hawaiian Garden's HSIP Cycle 8 Carson Street and Norwalk Boulevard Safety Improvement Projects.

We are confident the references provided will assure your evaluation team that we have the hands-on experience and know-how for this work and that we consistently meet deadlines and budgets. Additionally, we know how to reach important fast-tracked deadlines for projects where the safety of residents, pedestrians and bicyclists is at stake. Our entire team stands ready to assist the City with this important project as soon as the notice to proceed is given.

We have read, understand, and agree to all statements in the Request for Proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced.

As Chief Operations Officer of Infrastructure Engineers, I am authorized to bind the firm to all commitments made in this proposal. If you have any questions about our proposal, please contact our proposed Project Manager, Amir Farahani, PE, TE, by phone at (714) 940-0100 or by email at afarahani@infengr.com. We thank you for this opportunity to continue to be of service to the City of Huntington Park.

Sincerely
Infrastructure Engineers

Farzad Dorrani, MSC
Chief Operations Officer

Amir Farahani, PE, TE
Project Manager

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Infrastructure Engineers' Background

For over 28 years, Infrastructure Engineers has performed a variety professional engineering and municipal work for cities throughout Southern California, including the City of Huntington Park. We offer a full range of services in civil engineering, architectural design, traffic and city planning, environmental studies and California Environmental Quality Act and National Environmental Policy Act (CEQA/NEPA) compliance, construction management and inspection, plan checking, and building and safety. Our team is committed to making a difference in the communities we serve by improving infrastructure and supporting civic functions. Many of our staff have been city employees in managing and supporting roles so they understand the concerns regarding schedules, budgets, and keeping change orders to an absolute minimum. They also possess first-hand knowledge of the City's operations and priorities, which empowers them to be strong advocates for every community our firm is fortunate to hold as a client, including the City of Huntington Park.

Infrastructure Engineers is uniquely qualified to perform the Project Approval & Environmental Design (PA&ED) constructability review for the street improvement projects in the City of Huntington Park. We have provided design, constructability reviews, and construction management services on a number of streets throughout your City. Our expertise gives us the unparalleled skill to identify potential issues before they occur, resulting in a smoother construction process and reduced cost overruns. Our team consists of experienced construction managers, inspectors and field engineers who have worked closely with contractors and construction documents during all phases of construction, including pre-construction. We know the construction and design process and have many years of solid field experience overseeing the design and construction of pedestrian signals and rehabilitation of city streets. In fact, we completed the *Various Street Improvement Project* in your City just last year, which included design, construction management and inspection for the rehabilitation of 11 streets. Our years of experience will strengthen the construction manager's ability to oversee the project and keep surprises to a minimum. The proposed team's experience includes, but is not limited to, the following disciplines:

- **Civil Engineering**
 - ➔ Master Planning
 - ➔ Roadways & Streets Design
 - ➔ Pavement Rehabilitation
 - ➔ Grading & Earthwork Analysis
 - ➔ Erosion & Sedimentation
 - ➔ Street Lighting & Utilities
- **Traffic Engineering**
 - ➔ Traffic Impact & Analysis
 - ➔ Traffic Signage & Striping Design
 - ➔ Traffic Control & Detour Design
- **Project and Construction Management**
 - ➔ Program Management
 - ➔ Construction Management & Inspection
 - ➔ Constructability Reviews
 - ➔ Construction Methods & Solutions
 - ➔ Value Engineering
- **Environmental Compliance**
 - ➔ PA&ED Document Preparation
 - ➔ NPDES Compliance
 - ➔ CEQA Studies and Compliance



Qualifications and Experience of Personnel

Key Personnel

The following matrix provides a summary of the relevant work experience, work history, training, education, and special certifications of Infrastructure Engineers' team personnel.

Key staff name and project role	Highest Degree	Licenses / Certs.	Yrs. Exp.	Office Location	Experience									
					Project Management	PA&ED Constructability Reviews	Bicycle Routes, Sharrows, and Signage	Prepare Environmental Documents (CEQA)	Conduct Field Review	Develop and Maintain Project Schedule	Permitting and Regulations	Pedestrian Safety/Mobility Enhancements	Street and Sidewalk Improvements	Signal Modifications
Farzad Dorrani, MSC <i>Principal-in-Charge</i>	MS, Civil Engineering		32	Brea	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Amir Farahani, PE, TE <i>Project Manager</i>	BS, Civil Engineering	PE, TE	30	Brea	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Shawn Mousavi, MS, PE <i>Engineering Design Lead</i>	MS, Transportation Engineering	TE	5+	Brea	✓	✓		✓	✓	✓		✓	✓	✓
Kimberly Castro <i>Administrative Assistant</i>	High School Diploma		3	Brea					✓	✓				

Relevant Experience

Our team has performed numerous safety improvement engineering design services including High-Intensity Activated Crosswalk beacon (HAWK) traffic signals, pedestrian push buttons, bulb-out designs, and curb ramps. The following examples illustrate our ability to conduct constructability reviews and PA&EDs.

ATP Cycle II -Uncontrolled Crosswalk Pedestrian Safety Enhancement Project, City of Huntington Park



Infrastructure Engineers was required to review and revise existing Plans, Specifications and Estimate (PS&E) for intersection improvements of 22 unprotected crosswalks in the City of Huntington Park. Features include ADA ramps, bulb-outs, advanced yield and stop markings, countdown signals, updated pedestrian signs, repainting existing marking/pavement labels and ladder-stripe crosswalks.

HAWK Signal Gage-Bissell Project, City of Huntington Park



Infrastructure Engineers provided design of the HAWK signal as well as a signed CEQA check-off list certifying that all environmental clearances and permits had been addressed. The traffic study concluded that a HAWK should be installed at the intersection of Gage Avenue and Bissell Street as a countermeasure to improve pedestrian safety.

Active Transportation Program Cycle II – Various Streets, City of Lynwood

Infrastructure Engineers provided design, preparation of PS&E for roadway, concrete and ADA improvements at various City streets. Additionally, we provided geotechnical investigations, survey, project management and administration for the project. Other duties included construction support, responding to RFIs and Submittals, and attending meetings and field visits during the construction phase of the project.

**HSIP Cycle 8 - Florence Avenue and Eastern Avenue Regional Surface
Transportation Improvements and Environmental Document, City of Bell Gardens**



Infrastructure Engineers conducted a Categorical Exemption environmental analysis per CEQA Guidelines as well as constructability review for this project. The traffic signal system components for the intersection were upgraded as well. Our firm assisted the City with right-of-way acquisition before continuing with the PS&E.

ATP Cycle III - Main Avenue/Pacific Avenue Complete Street Project, City of Baldwin Park



Infrastructure Engineers performed a Constructability Review of the plans and specifications for Phase IB of the Maine Avenue Complete Street Project. We incorporated the findings of our review into the final revised specifications and prepared a revised bid schedule that strictly conformed to the identified improvements. We also completed the PS&E design for Phase 2 of the project.

Project Approach

Project Understanding- conforming with the project RFP, IE understand the scope of work and what is required to provide an all-inclusive Project Approval & Environmental Design/Documents (PA&ED) and make ready for the next phase of the project: Plans, Specifications and Estimate (PS&E) documents by a professional licensed engineer.

PA&ED phase for a federal- and state-funded project requires completing specific tasks as defined by Caltrans Local Assistance Procedures Manual (LAPM) Chapter 5:

- Completing a Preliminary Environmental Study (PES) package and
- Submitting the PES package to Caltrans for review and approval of a Categorical Exemption for the project per CEQA and NEPA requirements.
- The documents must be submitted as part of a Project Study Report (PSR) Equivalent. Caltrans requires when a local agency proposes a STIP project off the State Highway System (SHS), they must prepare a "PSR Equivalent."

The City needs to complete the PA&ED tasks before submitting a request to California Transportation Commission (CTC) for allocation of funds for the PS&E phase.

This pedestrian safety project is to address the highest rates of fatalities and injuries in California for persons under 15 years old along 4 school corridors as follow:

Gage Avenue

- 10 pedestrian ramp improvements
- 600' sidewalk replacement to improve safety and encourage active transportation for 10 close-by schools

State Street

- Add 4 transit bus pads
- Improve 6 pedestrian ramps
- Replace and improve 4,204' sidewalk serving 7 schools

California Avenue

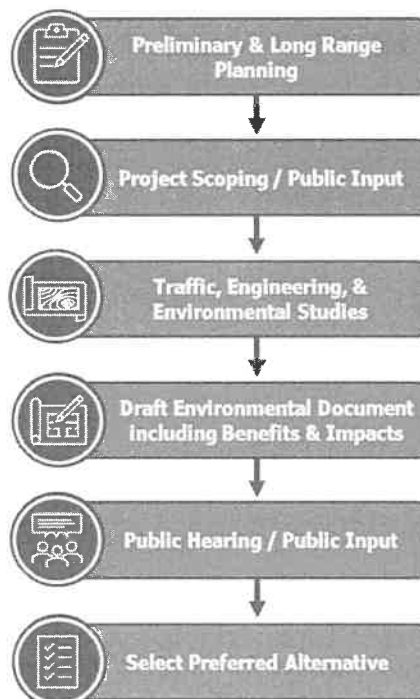
- Improve pedestrian ramp at 42 locations

Install Hawk Beacons at:

- 3 critical mid-block locations in the City
- Intersection of Florence/Bissell to improve N-S pedestrian safety to school near Salt Lake Park.

The PA&ED Phase is intended to assure that all design alternatives and proposed preferred alternative are constructible base on the available level of detail.

Constructability Review Process



Tasks and Methodology-

Task 1- Preparation for Scoping/Kickoff Meeting. Upon award of project, IE will contact the City to obtain all pertinent data to the project. Our team will prepare a spreadsheet with the data, tasks described in the RFP, and all Caltrans requirements. The spreadsheet shall be distributed in the kickoff meeting to ensure all parties agree. Any changes to the spreadsheet shall be reflected on the project schedule.

Task 2 – Conduct Field Review and Surveys

IE will conduct a comprehensive field review and reconnaissance survey at each of the subject locations along Gage Avenue, State Street, California Avenue, Florence Avenue/Bissell Street, and 3 mid-block crossings per the grant application to prepare appropriate environmental documents for the project. We will list and evaluate reasonable alternatives and feasible mitigation for each location.

Task 3 –Caltrans LAPM Chapter 6 Environmental Procedures

Our team will complete Exhibit 7-B prior to the field review and send a copy with a location map to each of the interested parties attending the field review. Representatives from Caltrans and the FHWA will be contacted to determine if their participation in the field review is required. Our team will fill out Exhibit 6-A Preliminary Environmental Study (PES) form and include both Exhibit 7-B (Field Review form) and Exhibit 6-A (PES form) in a formal PSR Equivalent document including relevant technical and environmental studies and submit to Caltrans for approval of the CEQA environmental document for the project and issuance of Categorical Exemption (CE) per CEQA. Our team will also assist the City to complete and submit Caltrans LAPM Chapter 13 Right-of-way Short Form Exhibit 13-A to Caltrans for Right-of-Way Clearance Certification that will be required for CTC fund allocation request package for the project's PS&E phase and a Finance Letter. As the PA&ED phase is a Caltrans-controlled process, our team will monitor and inform the City of Caltrans's oversight, concurrence, and approval at each step in each phase of the process, including the review and approval of the various required document submittals and technical reports, the selection of project alternatives, and the environmental review process under CEQA. Infrastructure Engineers will develop and maintain Project Schedule for approval based on City's approval process and applicable date restrictions and conduct scoping meeting with the City to discuss any deviation from initial tasks.

Task 4 – Permitting and Regulations

Our team will observe all laws, rules, and regulations concerning environmental permitting to fully entitle the project to move into the design and ultimately the construction phase. The task will include incorporating environmental requirements (as applicable), mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required. IE will also provide a signed check-off list certifying that all environmental clearances/permits (CEQA) have been completed and all mitigation measures will have to be incorporated into the PS&E prior to the advertisement of the Project for construction.

Task 5 – Meetings

Our team will schedule and attend the following minimum number of meetings during the course of the project:

- 1- Scoping/Kick-off (1)
- 2- Stakeholder/Final Design meetings (2)
- 3- Review Meetings with City staff (5)



Proposed Personnel

Education:

MS, Civil Engineering

BS, Civil Engineering

Years of Experience: 32**Farzad Dorrani, MSC***Principal-in-Charge/QA/QC*

Farzad Dorrani has 32 years of experience in a variety of civil engineering projects. He has worked extensively on major infrastructure and public works improvement and rehabilitation projects throughout southern California for various agencies, such as the cities of La Puente, Montebello, Anaheim, Irwindale, Malibu, as well as the Alameda Corridor-East Construction Authority. Farzad's experience includes roadway design projects, parks, and downtown revitalization design projects, contract procurement, construction management, project management and administration.

Project Experience

Project Manager, ATPL Federally Funded Project, ATPL 5373, Citywide Safety Enhancement - ATP, City of Bell Gardens.

This project involved safety improvements to the intersections at Eastern Avenue and Lubec Street Intersection and Garfield Avenue and Loveland Street Intersection. Infrastructure Engineers provided PS&E, project management, administration, construction management and inspection, fund administration and labor compliance for this project.

Project Manager, Montebello Boulevard Bike Lane and Sidewalk Improvement Project Phases I & II, Montebello.

Infrastructure Engineers provides providing preparation of plans, specifications and estimates for roadway improvements, pavement rehabilitation, concrete improvements, utility adjustments, ADA improvements, a class II bike lane, traffic signal improvements, pedestrian lighting, landscape, and irrigation plans along Montebello Boulevard. The pavement analysis and alternate rehabilitation strategies will include budget analysis to complete as much of the street improvements within the fixed project budget. Infrastructure Engineers will also provide project management and contract administration, and construction management and inspection services.

Principal-in-Charge, HSIP Cycle 8 Project- Various Intersection Improvements, Bell Gardens.

Responsible for high-level oversight of the preparation of PS&E, project management, administration, construction management and inspection, fund administration and labor compliance for the intersections at Eastern Avenue and Lubec Street and Garfield Avenue and Loveland Street. The project also included the addition of video detection on all intersection approaches and the reconstruction of the pavement within the intersection with concrete. The signal design included field surveys, signing and striping, geotechnical investigations.

Principal-in-Charge, HSIP Cycle 7 Project - Various Intersections Improvements, Montebello.

Infrastructure Engineers is providing the preparation of PS&E for roadway improvements, pavement rehabilitation, concrete improvements, ADA improvements and utility adjustments at three intersections: Garfield Avenue and Whittier Boulevard, Garfield Avenue and Via Campo, and Via Campo and Findlay Avenue.



Education:

BS, Civil Engineering

Registrations/Certifications:

Professional Civil Engineer, CA, No. C54235

Professional Traffic Engineer, CA, No. T2363

Years of Experience: 30

Amir Farahani, PE, TE

Project Manager/Principal Engineer

Amir Farahani has more than 30 years of experience in various traffic and civil engineering disciplines. He has experience with contract administration, design experience, and regulatory compliance. In working with the City of Orange as an Engineering Tech. II an eventually as a Senior Traffic Engineer, he has been involved in all aspects of the projects that cities have designed and constructed. This includes coordinating

with local, county, state and federal agencies, and various utilities to ensure successful project completion. Amir understands the level of detail and problem-solving skills required to complete high-profile projects on time and within budget.

Project Experience

Senior Traffic Engineer/Manager-Transportation Services/City Traffic Engineer, City of Orange.

Amir utilized his many years of experience to manage various traffic and civil engineering projects. He also managed traffic and civil construction projects during his employment with the City of Orange.

Amir planned, managed, and provided oversight of the daily functions, operations and activities of Traffic and Transportation Division of the City of Orange, including Traffic Management Center (TMC), traffic signal timing, operation and maintenance, review of residential and commercial developments; and was responsible for leading the Traffic Operation and Transportation Planning team. Amir also managed and participated in the development and implementation of goals, objectives, policies and prioritize for the division. He also provided recommendations within departmental policy regarding appropriate service and staffing levels.

Oversew and participated in the development and administration of the operation and capital improvement division annual budget; participated in the forecast of funds needed for staffing, equipment, materials, and supplies; monitored and approved expenditures; implemented adjustments. Attended and participated as City Traffic Engineer at City Council, Commissions, committees, and other agency meetings as required. Prepared and presented technical information, analysis, and recommendations. Oversaw the development of consultant requests for proposal for professional and/or construction services and the advertising and bid processes; evaluated proposals and recommended project award; administered contracts after award.

Collaborated with other City departments, Police, Fire, Caltrans, OCTA and other outside agencies to plan, implement and complete projects and initiatives to improve traffic safety and mobility around the City. Identified outside funding sources for City Traffic and Transportation programs; directed and prepared funding applications. Responded to traffic and transportation related resident and commuters' inquiries and requests. Oversaw traffic signal plans preparation and coordination programs; developed and approved traffic engineering standards and policies for the City. Reviewed and analyzed studies, environmental impact reports, proposals, and negotiations with other agencies to secure projects and policies favorable to the City.



Senior Civil Engineer/Associate Civil Engineer/Assistant Civil Engineer/Engineering Tech. II, City of Orange.

Planned, prioritized, assigned, supervised, reviewed, and participated in the work of staff responsible for providing traffic engineering services within the assigned section. Developed and prepared construction plans, specifications, and estimates for various in-house design projects including traffic, streets, sewers, and storm drains. Participated in the selection of engineering staff; provided or coordinated staff training; worked with employees to correct deficiencies; implemented discipline procedures.

Reviewed and prepared transportation and traffic engineering studies; prepared requests for proposals; reviewed environmental impact reports; reviewed transportation models. Performed project management for the design and construction of Capital Improvement Projects for City Departments including Public Works, Community Services, Economic Development and Fire. Ensured conformance with state, federal, and local standards, and procedures in carrying out projects.

Prepared and applied for project funding from federal, state, and utility grant programs including Highway Bridges Rehabilitation and Replacement (HBRR), Arterial Highway Rehabilitation Program (AHRP), Safe Route to Schools (SR2S/SRTS), Highway Safety Improvement Program (HSIP), Transportation Enhancement Activities (TEA), Orange County Sanitation District Cooperative Projects, State-Local Transportation Partnership Program (SLTPP), Community Development Block Grant (CDBG), City Engineers Flood Control Advisory Committee (CEFCAC).

Interacted and communicated with the public, City management and departments, contractors, consultants, and other governmental agencies to resolve issues. Prepared and processed various documents including Council Agenda reports, consultant agreements, hydrology and hydraulic studies, Requests for Proposals, plan check, consultant selection, bid evaluation, insurance certificates, environmental compliance, encroachment permits, right-of-way, and reimbursement packages. Revised and maintained City Standard Plans and Specifications.



Education:

MS, Transportation
Engineering

BS, Civil Engineering

Registrations/Certifications:

Registered Civil Engineer, CA,
No. 91696

Years of Experience: 5

Shawn Mousavi, MS, PE
Engineering Associate

Shawn Mousavi has 5 years of design experience including the development of traffic signal plans, signal hardware upgrades, and signal synchronization timing improvements. Utilizing AutoCAD and GIS, he is highly proficient in drafting specifications and phase diagrams, calculating cost estimates, and generating schedules. Shawn has produced signal warrant reports in compliance with state and city regulations including the

California Manual on Uniform Traffic Control Devices. Additionally, he has provided plan check assistance by organizing and assessing plan check fees from the Building and Safety Department.

Project Experience

Engineering Assistant, Prepare Project Schedule for Public Works Department, City of Baldwin Park.

Organized the status of multiple capital improvement projects. Created a schedule and cost estimate needed to fund community development and public works projects.

Engineering Assistant, HSIP Cycle 7 Project, Intersections Improvements - City of Montebello.

Shawn oversaw the upgrade of signal hardware to improve the timing for three traffic intersections. He was responsible for the design, specifications, and providing cost estimates. Duties included changing the phase diagram to protective-permissive and relocating existing k-rails to improve traffic flow and safety.

Engineering Assistant, Signal Synchronization and Bus Speed Improvement Design Phase - City of Huntington Park.

Shawn designed the signal synchronization system to provide smooth movement of traffic for three arterial street corridors. Using AutoCAD and GIS to develop the design, he wrote the specifications and calculated the cost estimate to implement the program.

Engineering Assistant, New Traffic Signal Long Beach Blvd and Louise St - City of Lynwood.

Shawn was responsible for the design of the traffic signal, striping plans, specifications, and cost estimate for the new traffic signal intersection. Activities included using AutoCAD to create the general notes, construction notes, conductor schedule, traffic signal plan, and phase diagram.

Engineering Assistant, Florence and Eastern Intersection Improvement - City of Bell Gardens.

This improvement project entailed upgrading the traffic signal design with a new additional lane. Shawn designed the replacement of all traffic signal poles and created a new conductor schedule and phase diagram.

Years of Experience: 3

Kimberly Castro
Administrative Assistant

Kimberly is experienced with administrative and clerical duties, social media applications, photography, and drone operation. She possesses exceptional customer skills can be utilized to assist clients. She continually seeks the opportunity to continue learning and growing.

Project Experience

Executive Administrative Assistant/Social Media Coordinator, Infrastructure Engineers.

Kimberly is Executive Assistant to the Chief Operations Officer at Infrastructure Engineers. She also manages all social media platforms, is the in-house photographer, and drone operator.



Quality Assurance/Quality Control

Quality assurance and quality control (QA/QC) are top priorities for Infrastructure Engineers. Producing engineering and compliance documents of the highest caliber is what keeps us in business. Our QA/QC practice involves a comprehensive process to ensure delivery of quality products and services to meet your stringent criteria.

Infrastructure Engineers appoints an experienced and qualified QA/QC reviewer to provide leadership and guidance in producing complete and comprehensive documents to meet all industry standards as well as the City's expectations. Our monitoring and inspection documents will result in meeting the City's expectations and will provide clear understanding to your staff and constituency of all related requirements.

Key elements of our quality control are the assignment of skilled personnel who are experienced in the particular discipline, effective and constant communications, and monitoring of project progress. The quality control process includes the following principles:

- Assignment of skilled professionals begins a comprehensive and interactive orientation of the project goals and the means to achieving these goals
- Daily contact by the Project Manager with each on-going activity to provide support and guidance, to maintain focus and momentum, and to monitor the quality of work
- Maintaining regularly scheduled project staff meetings for reviewing work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing budget parameters, and discussing upcoming activities and responsibilities
- Internal (peer review) audits of municipal services for quality, accuracy, and completeness
- Strictly and rigorously following Infrastructure Engineers-developed QA/QC standards and guidelines
- Review by the Project Manager prior to submittal to assure services meet all standards and codes, project goals and objectives, and contract requirements
- QA/QC of design documents are carried out by our highly experienced and licensed professional civil engineers
- Constructability reviews during the design phase are carried out by our experienced construction managers and inspectors

References

Montebello Way Traffic Signal Improvement Project, City of Montebello

Our firm conducted a Preliminary Environmental Study, design and construction management and inspection services for the improvement of numerous intersections.

Client Contact:

James Enriquez, PE, Director of Public Works/City Engineer, City of Montebello

Phone: (323) 887-1462

Email: jenriquez@cityofmontebello.com

HSIP Cycle 8 - Florence Avenue and Eastern Avenue Regional Surface Transportation Improvements and Environmental Document, City of Bell Gardens

Infrastructure Engineers a conducted a Categorical Exemption environmental analysis, per CEQA Guidelines for this project.

Client Contact:

Chau Vu, former Director of Public Works, City of Bell Gardens (currently Huntington Beach)

Phone: (714) 374-5345

Email: chau.vu@surfcity-hb.org

San Gabriel River Bikeway Path Project, City of Baldwin Park

Infrastructure Engineers provided engineering and environmental permitting services for a 2.5 bicycle and pedestrian path.

Client Contact:

Sam Gutierrez, Director of Public Works, City of Baldwin Park

Phone: (626) 813-5255, Ext. 460

Email: sgutierrez@baldwinpark.com

ATP Cycle II, City of Lynwood**Client Contact:**

Thomas Thornton, PE, Director of Public Works, City of Lynwood

Phone: (310) 603-0220, ext. 801

Email: tthornton@lynwood.ca.us



Schedule and Schedule Control
Project Timeline Schedule
City of Huntington Park ATP Cycle 5 PA&ED Project
Project PA&ED Completion Date: August 22, 2022

Task	Description	Project Status Completion Date: August 26, 2022																							
		March 2022			April 2022			May 2022			June 2022			July 2022			August 2022								
		3/21	3/28	4/4	4/11	4/12	4/25	5/2	5/9	5/16	5/23	5/30	6/6	6/13	6/14	6/15	6/17	7/4	7/11	7/18	7/25	8/1	8/8	8/18	8/22
1	One (1) Kickoff Scoping Meeting		M																						
2	Two(2) Stakeholders/Final Design Meetings					M										M									
3	Five (5) Review Meetings with City Staff			M										M											M
4	Prepare & Submit All Applicable Caltrans Local Assistance Procedures Exhibits															6									
5	Survey, Data Collection, Permitting and Regulations	1	2			5											7								8

Duration

City Review Period (1 week)

Caltrans Review and Approval Period (9 Weeks)

Project Milestones

- 1 Notice to Proceed (assumed 3/21/22)
 - 2 Field Review/Investigation/Surveys Completion (3/28/22)
 - 3 Submittal of Draft Field Review, PES, and PSR-Equivalent (4/4/22)
 - 4 City's Review and Signatures - 1 Week (4/4/22)
 - 5 Submittal to Caltrans for Review and Approval (4/12/22)
 - 6 PA&ED Approval by Caltrans - 9 weeks (6/14/22)
 - 7 Submittal of CTC Allocation Request for PS&E (6/17/22)
 - 8 CTC Approval (8/18/22)
- M Meetings
- Kickoff/Scoping - 3/21/22
- Progress Meetings with Staff - 4/4/22, 4/11/22, 6/13/22, TBD
- IE WILL BE FLEXIBLE ON THE MEETING DATES PER THE CITY'S REQUEST & THE PROJECT NEED**
- Stakeholder Meetings (4/12/22, 6/15/22)
- Final Meeting with Staff 8/22/22

PROPOSAL TO PROVIDE Professional Project Approval and Environmental Design (PA&ED) Services for CIP 2019-14 ATP Cycle V Project FOR THE CITY OF HUNTINGTON PARK



- PID - Project Initiation Documents**
- Preliminary Alternative Concepts
 - Preliminary Scoping
 - Preliminary Costs
 - ✓ Results in a Project Study Report (PSR)

ICE
New process that
confirms the type of
target section control to be
used

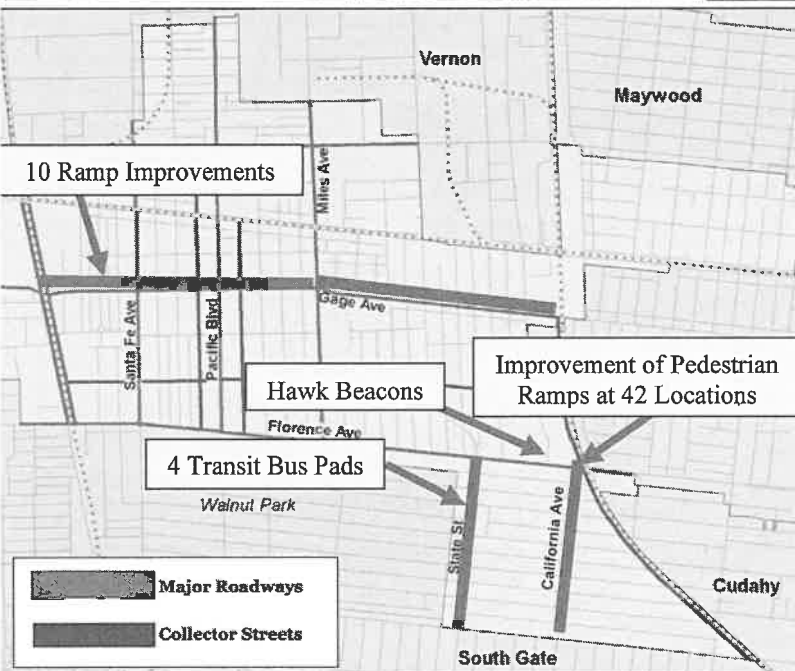
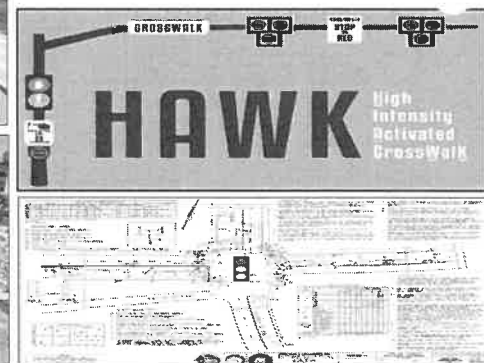
City of Huntington Park Project

- PA/ED - Project Approval / Environmental Documentation**
- Preliminary Design, refined cost estimates
 - Technical Environmental Studies
 - Draft Environmental Document
 - Draft Project Report
 - Final Environmental Document/Final Project Report
 - ✓ Caltrans Signed Project Report = Project Approval

- PS&E / ROW - Plans, Specifications & Estimate / Right of Way**
- Final Design Plans
 - Permits
 - Right of Way Acquisition
 - ✓ Approval allows Agency to Advertise for Construction

Construction

- Bid and Award
- Construct in Stages with Traffic Handling
- ✓ Project Completion



PREPARED FOR:

CITY OF HUNTINGTON PARK
PUBLIC WORKS DEPARTMENT
6550 Miles Avenue
Huntington Park, CA 90255

PREPARED BY:

MINAGAR & ASSOCIATES, INC.
TRAFFIC/CIVIL/ELECTRICAL ENGINEERING – ITS – TRANSPORTATION PLANNING – CEM
23282 Mill Creek Drive, Suite 120
Laguna Hills, CA 92653
Tel: (949)707-1199



29 Years of Excellence

March 3, 2022

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Appendices

- Appendix A: Minagar & Associates, Inc. Additional SOQ
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MINAGAR & ASSOCIATES, INC.

Traffic/Civil/Electrical Engineering – ITS – Transportation Planning & CEM



Section 1: Cover Letter

March 3, 2022

Mr. Cesar Roldan, PE
Public Works Director
Public Works Department
City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255

Re: **RFP: Professional Project Approval and Environmental Design (PA&ED) Services for CIP 2019-14 ATP Cycle V Project**

Dear Mr. Roldan,

On behalf of the Minagar & Associates, Inc. Team, I would like to take this opportunity to present to you our proposal to provide Professional Project Approval and Environmental Design (PA&ED) Services for CIP 2019-14 ATP Cycle V Project in the City of Huntington Park. We recognize the importance of these services to Huntington Park and its residents who will benefit from our wide range of services in support of the City's **Pedestrian Safety Initiative** and the outcomes from recently completed or ongoing safety projects of relevance. The following proposal and statement of qualifications demonstrates why Minagar & Associates, Inc. is so uniquely qualified to perform these services for the City of Huntington Park:

We understand the complex traffic, and residents needs of the Huntington Park community and adjacent local jurisdictions, having completed over 250 projects in Los Angeles County alone. We have successfully completed numerous **Local Roadway Safety Plans (LRSP)**, **Federal and State Highway Safety Improvement Program (HSIP)**, **Safe Routes to School (SR2S)** and **Active Transportation Program (ATP) Projects** such as the following:

- City of Huntington Park's **Local Roadway Safety Plan (LRSP)** in Los Angeles County
- City of Guadalupe's **Local Roadway Safety Plan (LRSP)** in Santa Barbara County
- City of Yucca Valley's **SR2S Engineering and PS&E**
- City of Burbank's **HSIP Cycle 3** Engineering Services for Verdugo & Keystone.
- City of Burbank's **HSIP Cycle 4** Engineering Services for Verdugo Ave Bike Lane Extension.
- City of Coachella's **HSIP-5294 (006)** Engineering Services for Citywide Traffic Control & Street Name Sign Upgrade.
- City of Coachella's **ATP Cycle 1** ST-86 PS&E & Engineering Services for Citywide ATP.
- City of Coachella's **ATP Cycle 2** ST-100 PS&E and Engineering Services for Citywide ATP.
- City of Coachella's **SR2S Cycle 8** PS&E Engineering Services for Citywide Safe Routes to School Improvement Project.

As the Officer-in-Charge, I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED. I also commit all the resources of our firm for the most successful project deliveries. We do have all the necessary expertise and staff availabilities to provide the required services.

Sincerely,

MINAGAR & ASSOCIATES, INC.
(A California Corporation)

President/Senior Project Manager



Section 2

Consultant's Background

Minagar & Associates, Inc. is a *full-service* traffic/civil/electrical engineering, transportation planning and ITS professional consulting firm specialized in the areas of:

- **Traffic Engineering**
- **Intelligent Transportation Systems (ITS) Design & Deployment**
- **Civil Engineering**
- **Environmental Engineering & Planning Support Services**
- **Electrical Engineering**
- **Transportation Planning**
- **Municipal Engineering Services**
- **Construction Engineering Management**

Since Minagar & Associates, Inc. inception in 1993, the firm has completed over 900 traffic engineering projects in 11 counties and 76 cities in the State of California, as well as 17 other states from Hawaii to New York. Former and current public clients include the Cities of Huntington Park, South Gate, Bell, Vernon, Los Angeles, Inglewood, Commerce, Compton, Santa Fe Springs, La Mirada, South Pasadena, Culver City, Santa Monica, Beverly Hills, Baldwin Park, Irwindale and El Monte.



Over the last 29 years, our primary expertise has consisted of initial environmental assessments, designing, coordinating and deploying a variety of municipal traffic engineering, signal and arterial design, timing, optimization and synchronization projects. We provide a diverse range of professional traffic engineering services, including traffic signal design, engineering studies & surveys; traffic counts, ITS and systems communication PS&E; temporary traffic control plans; traffic modeling & traffic impact analysis studies; construction bid & advertisement services; and CM/inspection services for traffic signal, ITS and surface transportation projects. Our firm is recipient to numerous, local, regional, state and national awards, chiefly for California-based ITS Projects, as outlined in the Qualifications section of this proposal. Some of our most notable awards include:

- **Orange County Engineering Council's (OCEC) Outstanding Engineering Services Award (2019)**
- **ASCE's Outstanding Civil Engineer in the Private Sector Award in the State of California (2016)**
- **ASCE Los Angeles Section's Outstanding Civil Engineer in the Private Sector Award (2016)**
- **ASCE Orange County's Outstanding Civil Engineer in the Private Sector Award (2016)**
- **Orange County Engineering Council's (OCEC) Outstanding Engineering Services Award (2016)**
- **Cal-EPA/California Air Resource Board's Cool California Climate Leader Award (2012)**
- **ASCE's Outstanding Private Sector Civil Engineering Project in Metropolitan Los Angeles (2009)**
- **Caltrans' Excellence in Transportation Award (2009)**
- **ASCE's Outstanding Public/Private Sector Civil Engineering Project in Metropolitan L.A. (2007)**
- **APWA's Best Traffic Congestion Mitigation Project of the Year in So. California (2005)**
- **CA-ITS Award of Excellence for the Best California Return on Investment (2002)**
- **PTI's Best Transportation Technology Solutions Award (2002)**
- **Los Angeles County Metro's Award of Excellence (2000, 2010 and 2011)**

The foundation of our planning & engineering services that we have provided to public agencies over the last 29 years has been the direct and active involvement of our company's President—**Fred Minagar, MS, PE, RCE, FITE**—to manage each project and task on a day-by-day basis. Fred is a recognized national authority in the areas of environmental planning, traffic engineering, Intelligent Transportation Systems

PROPOSAL TO PROVIDE PROFESSIONAL PA&ED SERVICES FOR CIP 2019-14 ATP CYCLE V PROJECT
City of Huntington Park - Department of Public Works

(ITS) and transportation planning, and has over 38 years of real-world practice, public office and instructive experience. Fred has engineered, managed and administered over 900 traffic engineering/transportation planning projects and over 100 ITS projects in 17 states across the United States. In addition, he has accomplished the following:

- Currently serving as his second term as **Mayor** for the City of Laguna Niguel, in Orange County
- Prior to his City Council appointment, and for a consecutive 15-year period, Mr. Minagar was re-appointed/re-elected as **Traffic & Transportation and Planning Commissioner and Chairman** for the City of Laguna Niguel;
- **Conducted over 120 traffic engineering and ITS workshops** for FHWA (Federal Highway Administration), ITE National, Caltrans, Metro, various DOTs, cities and Governments of China & South Korea.
- Served as **Expert Witness** on numerous legal cases in California & Massachusetts.
- Served as the designated **City Traffic Engineer for 9 cities (listed below)**, including the **City of Colton** and numerous others for many years on a day-by-day basis:



Current and former Contract City Traffic Engineer for 9 public agencies:

Agency	County
• City of Beaumont	Riverside
• City of El Monte	Los Angeles
• City of Gardena	Los Angeles
• City of South Pasadena	Los Angeles
• City of Colton	San Bernardino
• City of San Bernardino	San Bernardino
• City of Chino Hills	San Bernardino
• City of Baldwin Park	Los Angeles
• City of Rancho Santa Margarita	Orange

As part of the City of Huntington Park's procurement for Professional Project Approval and Environmental Design (PA&ED), the City will need a consultant that is locally knowledgeable, reliable, cost-effective, and highly experienced in the traffic/transportation engineering and entitlement profession. Minagar & Associates, Inc. Team is the right team to bring these qualifications and expertise to the City. As a traffic engineering, transportation planning and Intelligent Transportation System (ITS) consulting firm having functioned as the current and former contract City Traffic Engineering Consultant for nine (9) California cities we fully understand the range of transportation engineering and planning services needed by local municipalities.

Minagar's experience with similar design work include numerous projects for public agencies involving traffic signal systems, signal design and optimization. Recently completed related projects along with several other relevant projects, include:

- City of Burbank's *Highway Safety Improvement Program (HSIP Cycle 4)* Traffic Signal Modifications and ITS Improvements on Verdugo Avenue
- City of Lawndale's *Citywide Traffic Signal Intersection Upgrades Project*

Additional Minagar & Associates, Inc. SOQ is provided in **Appendix A**.

Section 3

Qualifications and Experience of Consultant's Personnel

Our team is led by Company President, Principal Engineer, and proposed Project Manager, **Fred Minagar, MS, RCE, PE, FITE**. Currently, the company is comprised of ten (10) employees. All six (6) key staff members of our firm have worked together to produce successful work for the many traffic safety studies we have been engaged on with numerous public agencies. A Key Personnel Responsibility and Availability Chart detailing project commitments, in percent of available time to allocate to this project as well as the team's organization chart are provided below.

Project Manager

The foundation of our success providing traffic engineering services for the last 29 years is the leadership and active involvement of our company's President—**Fred Minagar, MS, PE, RCE, FITE**—to manage each project and task on a day-by-day basis. Fred is a recognized national authority in the areas of traffic engineering, intelligent transportation systems (ITS), and transportation planning. He has over 38 years of real-world practice and public office experience as Mayor/Mayor Pro Tem/Council Member, appointed Planning Commission Chairman/Commissioner and Traffic Commission Chairman/ Commissioner in the City of Laguna Niguel.

Key Personnel

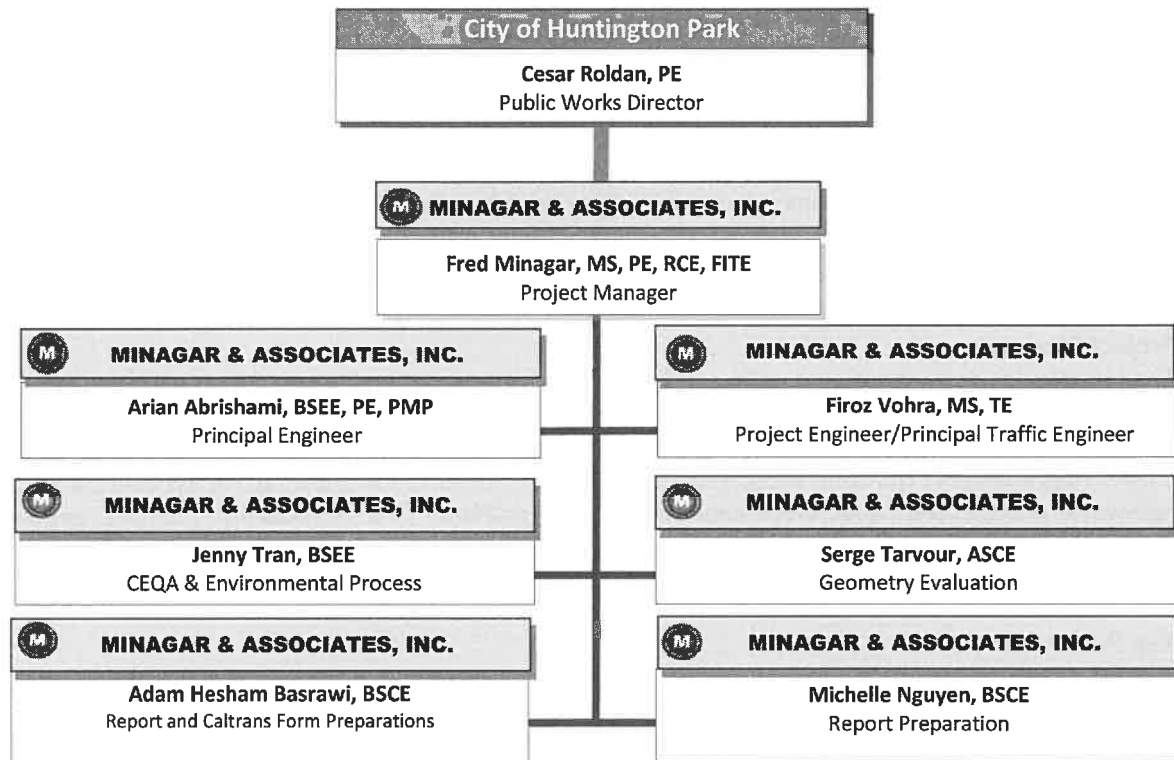
Minagar & Associates, Inc. is home to ten traffic engineer, transportation planner, civil/electrical engineer, and design staff members with over 140 years of combined work experience. Each Minagar staff member has been directly involved in Minagar's traffic safety review and analysis process for various cities over the last 29 years. Resumes of key personnel detailing staff title, experience, education, licenses and certifications, and past projects are included in **Appendix B**. As shown below, all of our in-house key and support individuals listed below are proposed for this contract. Project commitments, in percent of available time to allocate to this project, are also listed below.

Key Personnel Responsibility and Availability Chart

Consulting Traffic Engineering Services Team Staff	Staff Years of Experience	Percent Available (%)	Experience and Expertise							
			Project Coordination and Meetings	Project Administration	Preliminary Environmental Study	Survey, Data Collection, Permitting & Regulations	PS&E	Caltrans CEQA & NEPA	Report Preparation	City Council Presentation
Fred Minagar, MS, PE, RCE, FITE	38	65	✓	✓	✓	✓	✓	✓	✓	✓
Arian Abrishami, MSEE, PE, PMP	31	70		✓	✓	✓	✓	✓	✓	
Firoz Vohra, MS, TE	36	85	✓	✓	✓	✓	✓	✓	✓	✓
Serge Tavour, ASCE	36	90				✓	✓			
Jenny Tu Tran, BSEE	3	75			✓	✓	✓		✓	
Michelle Nguyen, BSCE	3	75			✓	✓	✓	✓	✓	
Dam Hesham Basrawi, BSCE	2	90				✓	✓	✓	✓	

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Team Organization



Section 4

Project Approach

Project Management

Fred Minagar, MS, RCE, PE, FITE, President of Minagar & Associates, Inc. shall serve as our Project Manager for the City of Huntington Park's CIP 2019-14 ATP Cycle V Project (phase: Professional Project Approval and Environmental Design) and will function as the focus person for the day-to-day project management of this Safety Improvement project. Mr. Minagar shall oversee:

- Communication with staff of the different City departments and agencies on an as-needed basis to keep the City abreast of project development, delivery, and report preparation efforts.
- Project scheduling to ensure project is approved with respect to its time sensitive manner.
- Internal auditing to any disclose all inconsistencies, inaccuracies, ambiguities, and conflicts found during the project.
- Updating the schedule and budgeting plan with accurate milestones.
- The Project Approval & Environmental Design of this CIP 2019-14 ATP Cycle 4 Project.

Project Understanding & Scope of Services

The City of Huntington Park plans to enhance pedestrian safety by implementing safety measures along Gage Avenue where ten ramp improvements and 600 linear feet of sidewalk replacement will improve safety and encourage active transportation for ten schools along Gage Avenue. The City Project will also add four transit bus pads, improve six ramps along State Street, and replace 4,204 linear feet of sidewalk

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that serves seven schools. Along the residential corridor of California Avenue, pedestrian ramps at 42 locations will be improved. Additionally, HAWK beacons at three critical mid-block locations in the City including the intersection of Florence Avenue and Bissell Street will improve north-south pedestrian safety to schools near Salt Lake Park. A summary and discussion of the proposed scope of services to be completed by Minagar & Associates, Inc. has been provided below.

Summary List of Scope of Services

Task 1 – Submit Caltrans LAPM Chapter 6 Environmental Procedures

- Prepare Final CEQA Environmental Document in accordance with Caltrans *Local Assistance Procedures Manual Chapter 6 – Environmental Procedures*.
- Ultimately obtain Project's approval from Los Angeles Metropolitan Transportation Authority's and Caltrans, the CEQA lead agency.
- Develop and maintain Project Schedule for approval based on City approval process and applicable date restrictions.

Task 2 – Survey, Data Collection, Permitting and Regulations

- Observe all laws, rules, and regulations concerning environmental permitting.
- Document, design, and incorporate environmental requirements into Project construction

TASK 1 – SUBMIT CALTRANS LAPM CHAPTER 6 ENVIRONMENTAL PROCEDURES

Minagar & Associates, Inc. will work on this phase of the CIP 2019-14 ATP Cycle V Project which is known as the Project Approval & Environmental Design (PA&ED) phase. Minagar & Associates, Inc. will complete this phase of the project by providing PA&ED Services to be in compliance with the California Environmental Quality Act (CEQA) that potentially requires specific mitigation measures to assure a better environment. Minagar & Associates, Inc. will work with the City of Huntington Park to ultimately demonstrate to the Los Angeles Metropolitan Transportation Authority's and Caltrans that this project will not have a significant impact on the environment and that if it does, then Minagar & Associates, Inc. will develop and recommend feasible mitigation measures to ensure that this project does not have a significant impact on the environment.

The ultimate PA&ED approval is at the discretion of the lead CEQA agency, Caltrans therefore, Minagar & Associates, Inc. will ensure that the appropriate environmental document is prepared and submitted to Caltrans in accordance with Caltrans' latest *Local Assistance Procedures Manual (LAPM) Chapter 6 Environmental Procedures (January 2022)* and *Standard Specifications for Public Works Construction (Greenbook 2021)*. The Preliminary Environmental Study (PES) Form and Categorical Exclusion (CE) Process Flowchart from LAPM has been provided in **Appendix C**. The final CEQA environmental document shall be certified by Caltrans, along with any supporting technical studies in order to obtain a finance letter for the next phase of the project, Plans, Specifications, and Estimates (PS&E). Minagar & Associates, Inc. will develop and maintain the Project's Schedule for approval based on the City's approval process and applicable date restrictions.



TASK 2 – SURVEY, DATA COLLECTION, PERMITTING AND REGULATIONS

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Since this project's phase, PA&ED is an environmental approval phase requiring the ultimate approval of the lead CEQA agency, Caltrans, Minagar & Associates, Inc. will perceive all laws, rules, and regulations concerning environmental permitting. As part of the entitlement process, Minagar & Associates, Inc. will include all necessary steps in the project development and permitting proves to fully entitle the project to begin with the next phase, (PS&E). Minagar & Associates, Inc. will document, design, and incorporate applicable environmental requirements, feasible mitigation measures, National Pollutant Discharge Elimination System (NPDES) permit requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents.

Minagar & Associates, Inc. will prepare a milestone check off list certifying that all environmental clearances/permits (CEQA) have been completed and all feasible mitigation measures have been incorporated into the next phase of the project, PS&E before the final construction phase of the project. Minagar & Associates, Inc. will incorporate all applicable federal, state, and local laws, rules, and regulations concerning Public Works. Minagar & Associates, Inc. will ensure that this PA&ED is in compliance with the Public Contract Code Section 1012.

Mr. Minagar shall oversee the coordination of a **"kick-off" meeting** with City staff to discuss the project parameters and address any unclear issues as necessary. Memos summarizing work completed by Minagar & Associates, Inc. at different stages of development shall be provided to the City by Minagar Staff in regularly occurring project status meetings. Minagar & Associates, Inc. shall arrange and attend the following minimum number of meetings:

- One (1) – Scoping / Kick off
- Two (2) – Stakeholders/Final Design
- Five (5) – City Staff

Section 5

Proposed Personnel

A 2-page resume for our Project Manager, Fred Minagar and 1-page resume for each of the other key personnel has been provided in **Appendix B**.

Section 6

Quality Assurance/Quality Control

Because Fred is our hands-on, centralized Project Manager, he also provides oversight over project controls, budgets and delivery schedules. His QA/QC methods involve working closely with those key personnel directly involved a given project task to track the overall progress on an on-going basis. This includes constantly coordinating with in-house staff and with the City's PM. In the many years that Minagar & Associates, Inc. has served agencies in the Los Angeles County basin, our firm has never failed to provide sufficient resources to deliver projects on time and at a high standard of quality.

QUALITY ASSURANCE/QUALITY CONTROL APPROACH

Following the NTP issuance, Project Manager, Fred Minagar will provide the City of Huntington Park with a draft quality assurance document outlining our team's traffic operations and capacity improvements

PROPOSAL TO PROVIDE PROFESSIONAL PA&ED SERVICES FOR CIP 2019-14 ATP CYCLE V PROJECT
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QA/QC policies, procedures, report preparation and review/revision efforts for the project. The memo will outline the roles and responsibilities of all our team members—including PM, technical engineering and planning staff, and supporting personnel—as well as items needed from the City on any given task order or project. The DQA report will govern the controls of each project or task moving forward, identify responsibilities of each provided team member, and summarize our QA/QC methodology which we will use to minimize delays in the data collection, evaluation, and properly engage the community as needed. QA/QC measures for this project will include items such as:

- Maintaining a QA checklist with the City.
- Providing adequate time for the City and/or any other community groups or peer reviewers as appropriate, to thoroughly review project materials and deliverables.
- Properly translate the City's and citizens' concerns to our technical staff in conducting all traffic engineering analyses, obtaining field-verified information and developing plans and reports to be accessible and functional to all stakeholders.
- Updating the schedule and budgeting plan with accurate milestones.
- Thoroughly reviewing data and materials obtained from the City in building baseline conditions, for accuracy and identification of errors prior to our submissions to the City.
- Providing internal auditing to any disclose all inconsistencies, inaccuracies, ambiguities and conflicts found during the project.
- Provide any Value Engineering (VE) for areas of possible alternatives and cost savings to the project at each stage.

All work items will be completed in-house and directed through Mr. Minagar, who will provide quality control and assurance before delivering final product(s) to the City.

Section 7
References

Minagar & Associates, Inc. currently provides traffic engineering services to the following four clients and municipalities in Southern California.

List of References

1. **CITY OF COLTON, CA (Has been serving the City of Colton since 1995):**
City of Colton
160 South 10th St.
Colton, CA 92324
Mr. Victor Ortiz, PE, Assistant Director of Public Works/City Engineer
E-mail: vortiz@coltonca.gov Tel: (909)370-5065
2. **CITY OF CALABASAS, CA (Has been serving the City of Calabasas since 2003):**
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Mr. Robert Yalda, P.E., T.E., Public Works Director/City Engineer
E-mail: ryalda@cityofcalabasas.com Tel: (818)224-1600
3. **CITY OF BALDWIN PARK, CA (Has been serving the City of Baldwin Park since 1995):**
City of Baldwin Park
14403 East Pacific Ave.
Baldwin Park, CA 91706



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Mr. David Lopez, PE, Project Manager

E-mail: DLopez@baldwinpark.com Tel: (626)960-4011, Ext. 458

4. CITY OF CHINO HILLS, CA (Has served the City of Chino Hills Intermittently since 1996):

City of Chino Hills

14000 City Center Drive

Chino Hills, CA 91709

Mr. Joe Dyer, PE, Assistant City Engineer/City Traffic Engineer

E-mail: jdye@chinohills.org Tel: (909)364-2771

Section 8

Schedule and Schedule Control

Minagar & Associates, Inc. has prepared the following project schedule that demonstrates the tasks, activities, and deliverables identified in the scope of services. The following project schedule also accounts for reasonable review and feedback periods for draft deliveries by the City.

Proposed Project Schedule by Minagar & Associates, Inc.

PROPOSED PROJECT SCHEDULE																
Task #	Part Description		Year		2022											
			Month		March			April			May					
	NTP =		Week		1	2	3	4	5	6	7	8	9	10	11	12
1	Submit Caltrans LAPM Chapter 6 Environmental Procedures															
	• Conduct Scoping Meeting with the City				1W	★										
	• Observe and Apply Local Assistance Procedures Manual Chapter 6				1W	★										
	• Develop Draft California Environmental Quality Act (CEQA) document							1W	★							
	• Develop Final California Environmental Quality Act (CEQA) document											1W	★			
	• Obtain Professional Project Approval and Environmental Design (PA&ED) approval from Los Angeles Metropolitan Transportation Authority's and Caltrans														1W	★
2	Survey, Data Collection, Permitting and Regulations															
	• Observe all laws, rules, and regulations concerning environmental permitting				1W	★										
	• Include all necessary steps in the project development and permitting process to fully entitle the Project				8 WKS									★		
	• Document, design, and incorporate applicable environmental requirements, mitigation measures, NPDES requirements, BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.				8 WKS									★		
	• Prepare a signed check off list certifying that all environmental clearances/permits (CEQA) have been completed and all mitigation measures have been incorporated into the PS&E												1W	★		
	• Incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable												1W	★		
	• Arrange and Attend one (1) Scoping/Kick off Meeting				1W	★										
	• Arrange and Attend minimum of two (2) Stakeholders/Final Design Meetings						1W					1W	★			
	• Arrange and Attend minimum of five (5) City Staff Meetings				1W			1W					1W		1W	1W
1 WK: Within One Week				★ Milestone	■ Deliverable				* Tentative NTP Date							

Section 9

Fee Schedule/Cost Proposal

The detailed cost estimate for performing specific tasks identified in the RFP is provided in a separate sealed envelope.

Appendix A:

Minagar & Associates, Inc. Additional SOQ



Introduction to Minagar & Associates, Inc.



Founded in Irvine, California in 1993...



29 Years of Excellence



Nationwide:

- 4 Projects for the Federal Highway Administration

◆ **Central & Northern California:**

- 3 EIR/EIS/EA Projects
- 7 Traffic Impact Reports/Analyses Projects
- 2 Parking Studies
- 2 TDM Projects
- 2 Transportation Planning Projects
- 7 Computer Simulation Projects
- 550 Synchronized/Timed Signals
- 2 Computer Modeling Projects
- 16 Signal Timing & Optimization Projects
- 10 System Evaluation Projects
- 5 Construction Management/Inspection/
Installation Projects
- 4 Teaching & Training Projects
- 6 "Before" & "After" Studies
- 11 ITS Projects
- 4 PS&E Projects

► **Southern California:**

- 15 EIR/EIS/EA Projects
- 88 Traffic Impact Reports/Analyses Projects
- 43 Parking Studies
- 25 Transportation Planning Projects
- 23 System Evaluation Projects
- 18 Municipal Engineering Projects
- 41 Traffic Engineering Projects
- 4 Traffic Management Plan Projects
- 747 Synchronized/Retimed Signals
- 2 TDM Projects
- 17 Computer Modeling Projects
- 8 Rail Transit Projects
- 3 Seaport Projects
- 1 Airport Project
- 13 Toll Roads/Financial Studies Projects
- 34 Signal Timing Projects
- 21 Signal Optimization Projects
- 59 Signal Design Projects
- 31 Interconnect Design Projects
- 71 PS&E Projects
- 22 Traffic Signal Systems Design Projects
- 15 Computer Simulation Projects
- 28 Construction Management/Inspection/
Installation Projects
- 110 Teaching/Training Projects
- 25 Traffic Control Plan Projects
- 23 Signing & Striping Plan Projects
- 8 Speed Survey Projects
- 43 "Before" & "After" Studies
- 28 ITS Projects

- ◆ People's Republic of China:

- 5 ITS/Traffic Training Projects

◆ **Washington:**

- 2 EIR/EIS/EA Projects
- 1 Traffic Impact Report/Analysis Project

◆ Oregon:

- 1 EIR/EIS/EA Project
- 1 Traffic Impact Report/Analysis Project

◆ **Idaho:**

- 1 EIR/EIS/EA Project
- 1 Traffic Impact Report/Analysis Project

◆ **Ohio:**

- 1 Signal Optimization Project

◆ **New York:**

- 3 EIR/EIS/EA Projects
- 4 Traffic Impact Reports/Analysis Projects
- 1 Toll Road/Financial Study Project
- 4 Traffic Engineering Projects
- 1 Traffic Control Plan Project
- 1 Signing & Striping Project
- 1 ITS Project

◆ **Massachusetts:**

- 1 Computer Modeling – Subway Transit Project

◆ **Connecticut:**

- 1 Signal Design Project
- 1 Interconnect Design Project

- ◆ **New Jersey:**

- 1 Traffic Impact Report/ Analysis Project
- 1 Toll Road/Financial Study Project
- 1 Computer Modeling Project
- 1 PS&E Project
- 2 Traffic Engineering Projects
- 1 Port Project

► **Washington, D.C.:**

- 1 Signal Timing & Optimization Project
- 1 Signal Design Project
- 1 Traffic Engineering Project

◆ **Virginia:**

- 1 Traffic Engineering Project
- 1 Signal Timing & Optimization Project
- 1 Signal Design Project
- 1 PS&E Project
- 2 ITS Projects

◆ **North Carolina:**

- 2 Traffic Impact Reports/Analysis Projects
- 1 Computer Modeling Project

◆ **Florida:**

- ## Parking Study

◆ **New Mexico:**

- 1 Traffic Engineering Project

- 1 Toll Road/Financia

- ## Study Project

South Korea:

- 1 ITS/Traffic Training Projects

Kingdom of Saudi Arabia

- 1 ITS/Traffic/Parking Project

MINAGAR & ASSOCIATES, INC.

29 Years of Excellence



CORPORATE SUMMARY

Minagar & Associates, Inc. is a professional Traffic Engineering, Transportation Planning & Intelligent Transportation Systems (ITS), firm based in Irvine, CA. Since its inception in 1993, over 23 years ago, the firm has completed over 300 traffic engineering projects in 11 counties and 76 cities in the State of California alone, as well as 16 other states from Hawaii to New York. Successful completed projects have comprised:



- **42 ITS Projects;**
- **123 Transportation Planning Projects & Traffic Studies;**
- **249 Signal Design Projects;**
- **16 Construction Engineering Management (CEM) Projects;**
- **47 Parking Studies;**
- **25 EIS/EIR Projects;**
- **25 Traffic Control Plans (TCP);**
- **77 Traffic Signal, ITS, Interconnect PS&E Projects**
- **1,600+ Synchronized & Retimed Signals**

The firm is recipient to numerous, local, regional, state, national as well as international awards, such as:

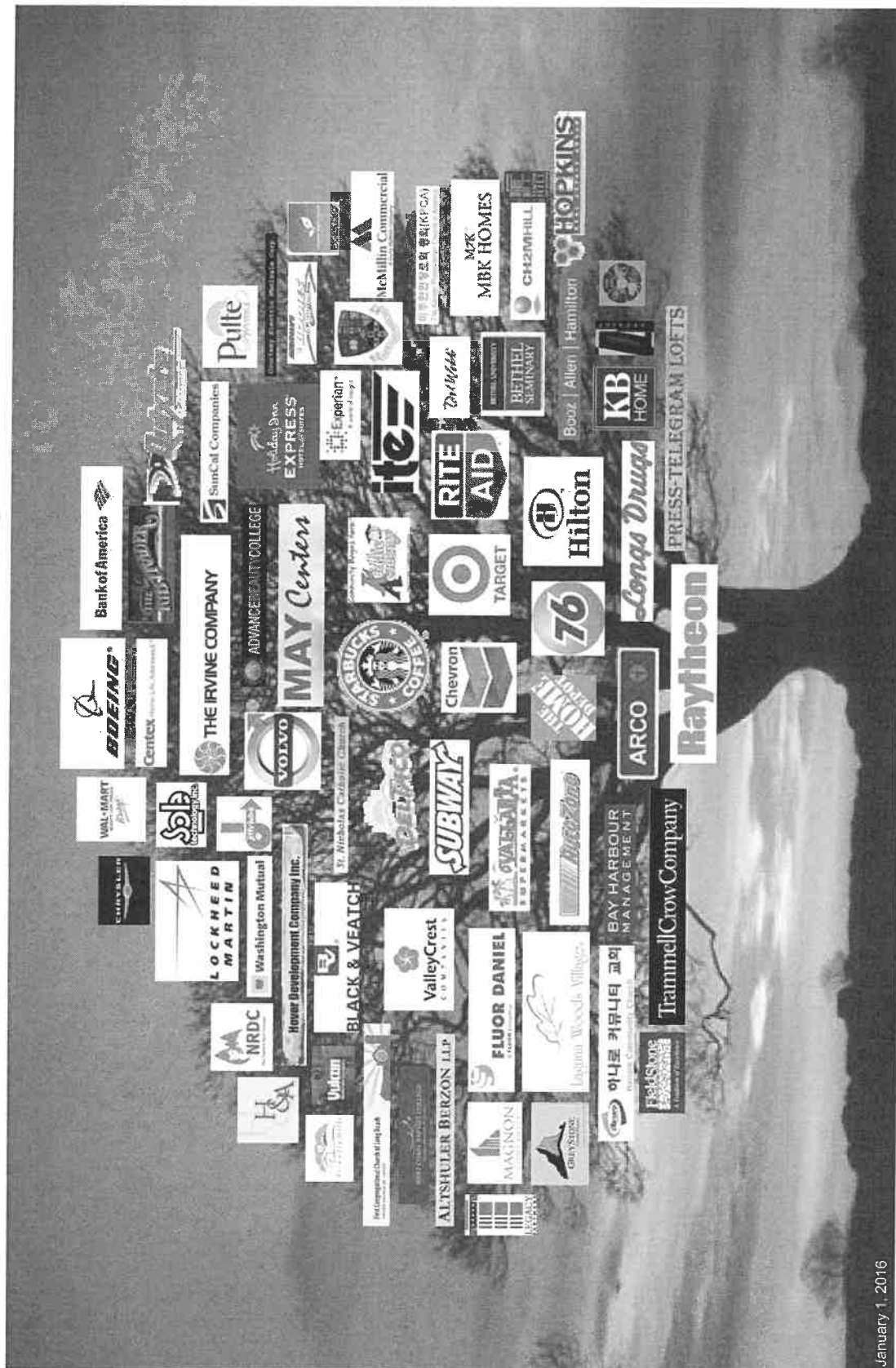
- Cal-EPA/California Air Resources Board's 2012 Cool California Climate Leader
- ASCE's 2009 Outstanding Private Sector Civil Engineering Project in Metropolitan Los Angeles
 - **Caltrans' State Route 66 Adaptive Traffic Signal Control System Project**
- Caltrans' 2009 Excellence in Transportation Award
 - **Caltrans' State Route 66 ATCS Project**
- ASCE's 2007 Outstanding Public/Private Sector Civil Engineering Project in Metropolitan Los Angeles
 - **Intelligent Transportation Management System (ITMS) & Traffic Signal Interconnect for Metro and the City of Santa Clarita**
- APWA's 2005 Best Traffic Congestion Mitigation Project of the Year in Southern California
 - **L.A. County Metro/City of Palmdale's Avenue R (ITS) Traffic Signal & Fiber-Optic Interconnect Projects**
- CA-ITS 2002 Award of Excellence for the Best California Return on Investment
 - **Traffic Signal Synchronization of 121 City of Modesto, County & Caltrans Traffic Signals in Northern California**



MINAGAR & ASSOCIATES, INC.

Representative Private Sector Clients Tree

29 Years of Excellence

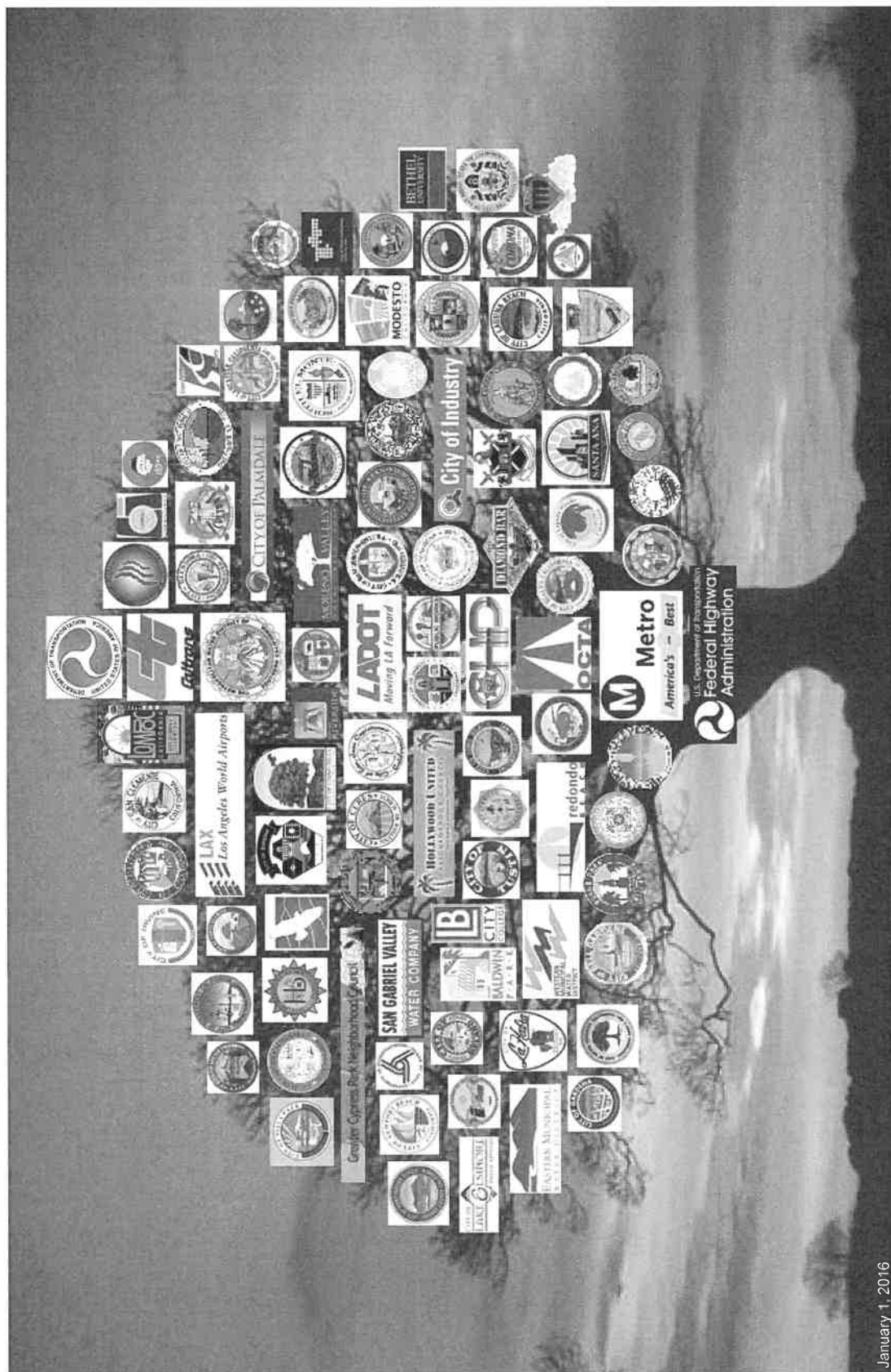


January 1, 2016



Representative Public Clients Tree

29 Years of Excellence





23 Years of Excellence

MUNICIPAL ENGINEERING, TRAFFIC ENGINEERING, TMP, TCP, SIGNING & STRIPING PLANS and SPEED SURVEY PROJECTS

Project	Location	Municipal Engineering	Traffic Engineering	Traffic Management	Traffic Control Plan (TCP)	Signing & Striping Plan	"Speed" Survey
♦ Traffic Control Plans for Castaic Lake Water Company's Main Station & Pipelines	Santa Clarita, CA				●		
♦ Stop Sign Installation Design for Olive/Phelan/Blecker	Baldwin Park, CA	●	●			●	
♦ 2004 Citywide Radar Speed Survey (Engineering & Traffic Survey) for 54 Locations	Baldwin Park, CA	●					●
♦ Warrant Assessment for the Installation of a New Traffic Signal at Willow Ave./Badillo St.	Baldwin Park, CA	●	●				
♦ Traffic Signal Installation Warrant Assessment for a Private Driveway at 47th St. E.	Palmdale, CA		●				
♦ Warrant Assessment for a Left-Turn at Ave. K & 32nd St. West for Fieldstone Communities	Lancaster, CA		●				
♦ Investigating Traffic Signal Operations Malfunctions for 2 Signals along Reche Canyon	Colton, CA	●	●				
♦ City of Irvine's FY 2004-2007 On-Call Consulting Services	Irvine, CA	●	●			●	
♦ Traffic Control Plans for the Sandhill 30" Raw Water Conveyance Pipeline	Rialto, CA				●		
♦ Signing & Striping and Traffic Control Plans for 1 New Signal & 2 Signal Modifications	San Clemente, CA		●		●	●	
♦ Traffic Signal Warrant Assessment for Stewart at Baldwin Park Blvd.	Baldwin Park, CA	●	●				
♦ Signing and Striping and Traffic Control Plans for Boeing's Douglas Park Development	Long Beach & Lakewood, CA				●	●	
♦ Signing & Striping Plans. Speed Humps & Speed Limit Assessment, Palmilla Gated Community	Laguna Niguel CA					●	●
♦ Traffic Control Device Design for City's Transfer Station & Signal Warrant Assessment for Puente at Cummings	Baldwin Park, CA	●	●			●	
♦ Signing & Striping Plans for 1,300' on Heacock Street	Moreno Valley, CA	●	●			●	
♦ Signing & Striping and Traffic Control Plans for VTT # 16595 at Lake View & Bastanchury	Yorba Linda, CA					●	
♦ Restriping Plan for the Traffic Signal Modification of Protected Left-turn Lane	Colton, CA	●	●			●	
♦ Traffic Control Plans for the Ultimate Street Improvements of Perris Valley 96" Pipeline	Riverside & Riverside County, CA				●		
♦ Interstate 10 FRWY & Baldwin Park Blvd. Queuing & Traffic Analysis	Baldwin Park, CA	●	●				
♦ Traffic Signal Timing Chart for Baldwin Park Blvd. & Foster	Baldwin Park, CA	●	●				
♦ Traffic Control Plans Preparations for Brea Canyon Road	Diamond Bar, CA			●	●		
♦ Stop Sign Installation Warrant Assessment	Rancho Santa Margarita, CA	●	●				
♦ Traffic Control Plans Preparations for Harbor Blvd. & Westminster Blvd.	Garden Grove, CA Santa Ana, CA			●	●		



MINAGAR & ASSOCIATES, INC.

23 Years of Excellence

MUNICIPAL ENGINEERING, TRAFFIC ENGINEERING, TMP, TCP, SIGNING & STRIPING PLANS and SPEED SURVEY PROJECTS

Project	Location	Municipal Engineering	Traffic Engineering	Traffic Management Plan (TMP)	Traffic Control Plan (TCP)	Signing & Striping Plan	Engineering & Traffic "Speed" Survey
♦ Truck Route Feasibility Study for Vulcan Materials Plant	Baldwin Park, CA	●	●				
♦ Sight Distance Assessment for the Proposed Sign Installation at Hacienda Rd. & Whittier Blvd.	La Habra, CA		●				
♦ Left-Turn Lane Feasibility Assessment for Garvey & Lee for a New Starbucks	South El Monte, CA		●				
♦ Restriping Plans for a New AutoZone at Sunnynood Blvd. and Graham St.	Moreno Valley, CA		●			●	
♦ Conducting 2 Stop Signs Installation Assessment at Olive/Center & Center/Benbow	Baldwin Park, CA	●	●				
♦ Traffic Signal/Stop Sign/Flashing Beacon Warrant Assessment for Maine/Ohio	Baldwin Park, CA	●	●				
♦ U-Turn Feasibility Assessments for 2 Locations along Valley Blvd. at Rancho & 3rd	Colton, CA	●	●				
♦ Crystal Cove/Newport Coast's Stop Sign Assessment for Reef Point Dr. at Canyon Club Dr.	Newport Coast, CA		●				
♦ Signing & Striping Plans for 18,000 LF of Roadways for 500 New Pulte Homes	Riverside County, CA					●	
♦ Ave. L & 10th St. W. Signing & Striping and Traffic Control Plans	Lancaster, CA				●	●	
♦ Traffic Control Plans for Newport Coast Community Center at Newport Coast Drive	Newport Beach, CA				●		
♦ Perris Valley 48" Water Pipeline Traffic Control Plans along 13,000' of Cactus Ave. for MWD & EMWD	Moreno Valley, CA		●		●		
♦ Traffic Signal Warrant Assessment for Olive St. & Landis Ave.	Baldwin Park, CA	●	●				
♦ Traffic Design Investigation for Barton/La Cadena	Colton, CA	●	●				
♦ Signing & Striping Plans for 1,400 LF of Lake Forest Dr. Extension	Irvine, CA					●	
♦ Signing & Striping Plans for 1,400 LF along State Highway 111 for Desert Cities Industrial Park	Riverside County, CA					●	
♦ Traffic Control Plans for MWD's 96" Perris Valley Pipe Line between I-215 & Mission Grove	Riverside & Riverside County, CA				●		
♦ Citywide Speed Survey II	Rancho Santa Margarita, CA	●					●
♦ Via Regresso & Via Arribo Traffic Evaluation	Rancho Santa Margarita, CA	●	●				
♦ City of Rancho Santa Margarita Speed Limit Sign Inventory	Rancho Santa Margarita, CA	●					
♦ Engineering & Traffic Survey for Los Flores	Rancho Santa Margarita, CA	●				●	●
♦ Crosswalk Assessment at the City of Rancho Santa Margarita Beach Club	Rancho Santa Margarita, CA	●					●
♦ Traffic Control Plans for Irvine Water Ranch District's Dyer Road Facility	Rancho Santa Margarita, CA	●					
♦ Redondo Beach's Engineering & Traffic Survey for 12 Corridors	Rancho Santa Margarita, CA	●	●				
	Santa Ana, CA				●		
	Redondo Beach, CA	●					●



MINAGAR & ASSOCIATES, INC.

23 Years of Excellence

MUNICIPAL ENGINEERING, TRAFFIC ENGINEERING, TMP, TCP, SIGNING & STRIPING PLANS and SPEED SURVEY PROJECTS

Project	Location	Municipal Engineering	Traffic Engineering	Traffic Management Plan (TMP)	Traffic Control Plan (TCP)	Signing & Striping Plan	Engineering & Traffic "Speed" Survey
♦ Design of an All-Way Stop Sign, Median and Pavement Striping & Signage for Olive/Landis	Baldwin Park, CA	●				●	
♦ Traffic Study for Pres-Telegram's Magnolia Ave./ 8th St.	Long Beach, CA		●				
♦ Internal Signing & Striping Plans for Irvine Company's Planning Area-18 North Development	Irvine, CA					●	
♦ Signing & Striping Plans for Irvine Company's Planning Area 18 South Development	Irvine, CA					●	
♦ Traffic Control Plans for Cactus Ave. 48" Feeder Pipeline under I-215 Interchange	Moreno Valley, CA				●		
♦ Hawaii's Queen Kaahumanu Highway (19) & Kohanaki Way's Guard Rail Assessment	North Kona, HI		●				
♦ Traffic Control Plans for WMWD's Meridian Sewer Pipes along Alesandro Rd. & Sycamore Canyon Blvd.	Riverside & Riverside Cty., CA				●		
♦ Traffic Control Plans for Sandhill Water Treatment Plant for the Proposed 8" Sewer Lines	Rialto, CA				●		
♦ Traffic Control Plans for WMWD's Riverside-Corona Feeder 54" Water Pipeline on Van Buren Blvd.	Riverside, CA				●		
♦ Consulting Traffic Engineering for Avenue R & 5th Street East Intersection Improvement	Palmdale, CA	●	●				
♦ Traffic Control Plans for Vintage Shores Sr. Apartments on Camino De Estrella	San Clemente, CA	●			●		
♦ Traffic Control Plans for Neilson Way for Water & Sewer Lines Repair	Santa Monica, CA				●		
♦ Traffic Control Plans for Huntington Beach's Central Park & Sports Complex	Huntington Beach, CA				●		
♦ Traffic Signal & Stop Sign Warrant Assessment for 11 Locations	Baldwin Park, CA	●	●				
♦ Engineering & Traffic Survey Including 9 Radars for 3 Corridors	Redondo Beach, CA	●					●
♦ Preparing Signing & Striping Plans for Alta Vista & Copper Hill	Los Angeles County, CA					●	
♦ Governor's Island Ferry Stacking for the U.S. Coast Guard	Manhattan, NY		●		●	●	
♦ Interstate 80/River Drive Interchange Preliminary Engineering	Northern NJ		●				
♦ Cross Westchester Expressway (I-287) From Route 120 to I-95	Westchester County, NY		●				
♦ Traffic Evaluation of the Causeway-Earhart Interchange	New Orleans, LA		●				
♦ Capital Beltway (I-495) Springfield Interchange Traffic Improvements	Washington, DC		●				
♦ I-287/New York Thruway/Route 17 Interchange Design Improvements	New York & New Jersey		●				
♦ Broadway Final Design Traffic Evaluation for NYCDOT	New York, NY		●				
♦ Virginia Beach's Atlantic Avenue Traffic Study	Virginia Beach, VA		●				



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MUNICIPAL ENGINEERING, TRAFFIC ENGINEERING, TMP, TCP, SIGNING & STRIPING PLANS and SPEED SURVEY PROJECTS

Project	Location	Municipal Engineering	Traffic Engineering	Traffic Management Plan (TMP)	Traffic Control Plan (TCP)	Signing & Striping Plan	Engineering & Traffic "Speed" Survey
♦ City Traffic Engineering/Municipal Engineering Services	Colton, CA	•	•				
♦ City Traffic Engineering/Municipal Engineering Services	Baldwin Park, CA	•	•				
♦ City Traffic Engineering/Municipal Engineering Services	Rancho Santa Margarita, CA	•	•				
♦ City Traffic Engineering/Municipal Engineering Services	Chino Hills, CA	•	•				
♦ On-Call Traffic Engineering Services	Palmdale, CA	•	•				
♦ Caltrans District 12's Interstate 5 & State Route 55 Flyover TMP & TCP	Santa Ana, CA		•	•	•		
♦ MTA's Evaluation of RSTI Projects for 7 Agencies	Los Angeles County, CA		•				
♦ Conducting Signal & Stop Sign Warrant Assessments for 16 Locations	Baldwin Park, CA	•	•			•	
♦ Assessment of Right-Turn-On-Red for Baldwin Park Blvd. & Dalewood Avenue	Baldwin Park, CA	•	•				
♦ Peyton Avenue Restriping & Resigning Plans Preparation	Chino Hills, CA	•	•			•	
♦ Ruben Ayala High School Internal Circulation Study	Chino Hills, CA	•	•				
♦ Traffic Control Plans for PCH Sewer Lines Repair & Permit Application for Caltrans D-7	Santa Monica, CA		•	•	•		
♦ Santa Monica Pier's Parking Striping Plans	Santa Monica, CA					•	
♦ Experian Corporation HQ Signal Warrants & Queue Studies- Anton Avenue	Costa Mesa, CA		•				
♦ City of Tustin's Main Street Water Facility- Traffic Control Plans	Tustin, CA				•		
♦ On-Call Traffic Engineering/Traffic Control Plans for Anaheim Water Department	Anaheim, CA				•		
♦ St. Nicholas Parish Traffic Signal Warrant Study	Laguna Woods, CA		•				
♦ Citywide Speed Survey for 5 Major Arterials- Phase I	Rancho Santa Margarita, CA	•					•
♦ Long Beach Freeway (710) NB Off-ramp at Imperial Highway Traffic Signal Warrant Assessment	Lynwood, CA		•				
♦ Traffic Signal Modification Assessment for 7th St. & La Cadena	Colton, CA	•	•				
♦ San Bernardino Freeway (I-10) WB Off-ramp at 9th St./ Valley Traffic Study	Colton, CA	•	•				
♦ McBean Parkway & Baywood Lane Signing & Striping Plan	Santa Clarita, CA		•			•	
♦ Corona Industrial Park Traffic Signal Warrant & Trip Generation Assessment	Corona, CA		•				


















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MINAGAR & ASSOCIATES, INC.'S
Engineering and Traffic Survey (E&TS) Project Experience



	Agency	Year	Roadway Segments
1.	 City of South Pasadena	2014-15	60
2.	 City of Santa Fe Springs	2014	115
3.	 City of Colton	2013-14	44
4.	 City of Culver City	2013	70
5.	 City of Lawndale	2013	22
6.	 City of South Pasadena	2012	5
7.	 City of San Marino	2011	59
8.	 City of South Pasadena	2010	6
9.	 City of Manhattan Beach	2010	51
10.	 City of Santa Fe Springs	2009	115
11.	 City of Baldwin Park	2009	54
12.	 City of Rancho Santa Margarita	2004	11
13.	 City of Baldwin Park	2004	54
14.	 City of Redondo Beach	2003	57
15.	 City of Rancho Santa Margarita	2000	36

759 Total Radar Speed Zone Segments Surveyed

15 Engineering and Traffic Surveys (E&TS) Completed



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Project	Location	EIR/EIS/EA	Traffic Impact Report/Analysis	Parking Study	TDM	Transportation Planning	Computer Modeling	Rail Transit	Airport	Seaport	Toll Roads/Financial Studies
♦ Massachusetts Bay Transit Authority's Red Line Transit Computer Modeling	Boston, MA		●				●	●			
♦ Drew University Campus Expansion Development	Los Angeles, CA		●	●	●						
♦ North San Diego County Future Urbanizing Area Traffic Study	San Diego, CA		●	●		●	●				
♦ Paularino Medical Center, Parking Study, CUP & Variance Applications	Costa Mesa, CA		●	●		●	●				
♦ Crown Valley PKWY DEIR Across the Arroyo Trabuco in Orange County	Orange County, CA	●				●					
♦ Traffic Circulation & Parking Assessment for Margaret Landell School	Cypress, CA			●							
♦ Los Angeles Grand Sports Arena/Concert Hall for Los Angeles Clippers	Los Angeles, CA		●			●					
♦ Interstate 10 FRWY & Baldwin Park Blvd. Queue & Traffic Analysis	Baldwin Park, CA		●								
♦ Lockheed Martin Aircraft Facility Plant Traffic Study	Palmdale, CA		●				●				
♦ Lockheed Martin Master Plan EIR	Palmdale, CA	●									
♦ Modesto's "J" Street Traffic Improvements Including Roundabouts Computer Modeling	Modesto, CA		●				●				
♦ Woodbridge Development's Heath Terrace Parking Study & Variance Application	Anaheim, CA			●							
♦ Chrysler Corporation's Countywide Auto Dealership & Service Center	Garden Grove, CA		●								
♦ Honali Plaza Parking Study, Variance & CUP Applications	Laguna Hills, CA			●							
♦ Washington Mutual Bank's El Toro Site Parking Study, CUP & Variance Applications	Laguna Hills, CA			●		●					
♦ Washington Mutual Bank's El Toro Site Parking Study, CUP & Variance Applications	Laguna Woods, CA			●		●					
♦ Sunshine Bookstore Parking Inventory & Study	Mission Viejo, CA			●							
♦ Experian Corporation HQ Development Traffic Impact Study	Costa Mesa, CA			●							
♦ Serra Catholic School Traffic Impact Report Review	Rancho Santa Margarita, CA		●								
♦ The Gallery Traffic Impact Report	San Clemente, CA		●								
♦ Calabasas Volvo Dealership Traffic Impact Study	Calabasas, CA		●								
♦ Review of Draft Traffic Impact Report for the Port of Los Angeles West Basin	Los Angeles, CA									●	
♦ Los Angeles World Airports' Palmdale Airport Master Plan Traffic Engineering & System Planning	Palmdale, CA	●					●		●		



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Project	Location	EIR/EIS/EA	Traffic Impact Report/Analysis	Parking Study	TDM	Transportation Planning	Computer Modeling	Rail Transit	Airport	Seaport	Toll Roads/Financial Studies
3 Million SF Rye Canyon Business Park North & South Campuses	Santa Clarita, CA										
Lockhead Martin Traffic Impact Analysis	Palmdale, CA										
Rye Canyon Business Park North Campus TIR	Santa Clarita, CA										
First Congregational Church of Long Beach Parking & Circulation Study	Long Beach, CA										
Tesoro Development's Traffic Analysis & Signal Warrant	Los Angeles County, CA										
Bodies-In-Motion Parking Study & CUP Application	Laguna Hills, CA										
Trammell Crow Company's Development in Corona	Corona, CA										
SunCal's Tesoro Development Impact Fee Assessment	Los Angeles County, CA										
Quartz Hill Traffic & Fee Impact Studies	Palmdale, CA										
Legacy's Tentative Tract # 51828- South Campus	Santa Clarita, CA										
Consulting Services for Metrolink Railroad Crossings & Signal Pre-emption	Palmdale, CA										
Providing Traffic Monitoring for Rye Canyon Business Park	Santa Clarita, CA										
Wal-Mart Corporation's Traffic Impact Report for Rye Canyon Business Park	Santa Clarita, CA										
Assessment of Fair Share Traffic Impact Fees for West Corona Business Park	Corona, CA										
Chrysler Corporation's Dodge Dealership Traffic Impact	Lompoc, CA										
Caltrans AB-680 Highway 118-126 Toll Road	Los Angeles/Ventura, CA										
Leisure World/Laguna Woods Village Access Control Gate 16 Traffic Study	Laguna Woods, CA										
Chevron South Pasadena Gas Station & Convenience Store Traffic Study	South Pasadena, CA										
Identification of Funding STIP & CIP Programs for Metrolink/ SCRRA	Southern California, CA										
City of Villa Park Parcel Map No. 97-232 Sight Distance Evaluation	Villa Park, CA										
Palmdale Airport Plaza Traffic Impact Report	Palmdale, CA										
Village Court Yard at Camino Real Shopping Center Traffic Impact Report	San Clemente, CA										
City of Chino - State Surplus Property Disposition at College Park	Chino, CA										



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Project	Location	EIR/EIS/EA	Traffic Impact Report/Analysis	Parking Study	TDM	Transportation Planning	Computer Modeling	Rail Transit	Airport	Seaport	Toll Roads/Financial Studies
♦ City of Irvine's FY 2004-2007 On-Call Transportation Services	Irvine, CA										
♦ Metrolink's Application, Railroad Pre-emption & Signal Timing for Garvey & Franciscuito	Baldwin Park, CA										
♦ Rite-Aid Shopping Center / Halferty Development Traffic Impact Study	Palmdale, CA										
♦ Vallarta Shopping Center Traffic Impact Study at NEC of State Route 138 and Ave. R	Palmdale, CA										
♦ Lake Elsinore View Estates 70-Acre, 174 Homes Traffic Impact Analysis	Lake Elsinore, CA										
♦ Los Jardines Shopping Center & Market Place Traffic Impact Analysis	Bell Gardens, CA										
♦ ABT-Haskell Biosolids & Green Waste Composting Facility at Agua Manza Rd. Traffic Impact Study	Colton, CA										
♦ Tom's Restaurant #27 Shopping Center Traffic Impact Study at SWC of State Route 138 and Ave. R	Palmdale, CA										
♦ Traffic Analysis for Lake Forest Center's New Retail Center with Starbucks & Subway Restaurants	Lake Forest, CA										
♦ Traffic Analysis Report for Two (2) Residential Tracts Along K-4 between 30th St. & 40th St. West	Lancaster, CA										
♦ Kalama Developments' Banquet Hall/Meeting & Night Club TIR & Fair Share Analysis	Colton, CA										
♦ Corona Industrial Park Trip Generation & Traffic Signal Warrant Assessment	Corona, CA										
♦ Technical Memo for WB Left-Turn Allowance on Imperial Hwy. & Duncan	Lynwood, CA										
♦ Chevron Service Station & Convenience Store Traffic Analysis	South Pasadena, CA										
♦ Westchester Lutheran School Traffic Study Litigation Evaluation	Los Angeles, CA										
♦ 76 Convenience Store & Service Station Traffic Impact Study near Escondido	County of San Diego, CA										
♦ Forest Center Plaza Left-Turn Stacking Analysis/Computer Simulation Traffic Analysis	Lake Forest, CA										
♦ Jack-In-The-Box & Gas Station Development Traffic Study Review	Irwindale, CA										
♦ Rite-Aid Technical Memo of Traffic Analysis for Caltrans D-7 & City of Palmdale at State Route 138 & Ave. R	Palmdale, CA										
♦ Mar Vista Community EIS Review for Santa Monica City Attorney	Santa Monica & Los Angeles, CA										
♦ Sycamore Canyon Business Park Traffic Impact Report	Riverside, CA										
♦ Left-Turn Vehicle Queuing Analysis & Computer Modeling for Forest Plaza Center	Lake Forest, CA										
♦ Parking Analysis for Proposed 2024-2025 Ventura Blvd. Development	Camarillo, CA										



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Project	Location	EIR/EIS/EA	Traffic Impact Report/Analysis	Parking Study	TDM	Transportation Planning	Computer Modeling	Rail Transit	Airport	Seaport	Toll Roads/Financial Studies
♦ Lone Hill Plaza / Route 66 Promenade Center Parking Survey for Bank of America, Del Taco, Starbucks & etc.	Glendora, CA	●	●	●	●	●	●				
♦ Starbucks Coffee & Subway Stores Left-Turn Pocket Analysis at Dimension & Lake Forest Dr.	Lake Forest, CA		●								
♦ New Advance Beauty College Parking Utilization Study	Santa Ana, CA			●							
♦ ARCO Convenience Store/Service Station & Truck Stop Traffic Impact Study for Caltrans & Los Angeles County	Costa, CA		●	●							
♦ Parking Study for Proposed Village at Mission Lakes/Paradise Springs	Desert Hot Springs, CA		●	●							
♦ 500,000-SF Palmdale Gateway's Home Depot & Target Shopping Center TIS & EIR for Caltrans & City of Palmdale	Palmdale, CA	●	●								
♦ Starbucks Left-Turn Lane Feasibility Assessment at SR-19 & Rosemead Blvd. & Garvey	South El Monte, CA		●								
♦ Traffic Engineering/Transportation & Parking Planning Services for New Kiddie Academy	Irvine, CA		●	●	●	●					
♦ Traffic Engineering Services for Sunshine Canyon Landfill EIR	Los Angeles County, CA	●	●	●	●	●					
♦ New DMV Traffic Assessment at Sycamore Canyon Blvd. & Sierra Ridge	Riverside, CA		●	●							
♦ Traffic Study for I-10 Freeway at Pepper Ave. & Valley Blvd.	Colton, CA		●	●			●				
♦ Review of Gateway Specific Plan Report for Laguna Niguel Mayor & City Council	Laguna Niguel, CA		●	●							
♦ Loma Linda Korean Seventh Day Adventist Church Traffic Impact Study	San Bernardino County, CA		●	●							
♦ Mountain Meadows/I-15 Regional Shopping Center Traffic Analysis & TIF for McMillin Commercial	San Diego County, CA		●	●	●	●				●	
♦ Lancaster Baptist Church & West Coast Baptist College Traffic Study	Lancaster, CA	●	●	●	●	●					
♦ SR-57/60 Interchange Improvement Feasibility Study Traffic/Transportation/ROW Engineering	Diamond Bar & Industry, CA		●	●	●	●					
♦ Hanaro Church Development Traffic Study & Parking Study at English Rd. & Peyton Drive	Chino Hills, CA		●	●							
♦ Traffic Study for 136 Tract Homes for APN # 510-010-08 & -07	Ridgecrest, Kern County, CA		●	●							
♦ Rancho Vista Blvd. (Ave. P) Grade Separation Computer Modeling & Traffic Analysis	Palmdale, CA		●	●	●	●		●			●
♦ Friendly Hills Association Traffic Study & Survey for 16107 Aurora Crest Drive	Whittier, CA		●	●							
♦ I-10 Freeway / Valley Blvd. / Mt. Vernon Queue Lengths Traffic Investigation	Colton, CA		●	●			●				
♦ 56 Sycamore Canyon 316,225-SF Industrial Park Traffic Impact Study	Riverside, CA	●	●	●	●	●					
♦ Sole Technology's 20161 & 20162 Windrow Dr. and 26921 Fuente Dr. Parking Study & Survey (3 Buildings)	Lake Forest, CA			●							



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Project	Location	EIR/EIS/EA	Traffic Impact Report/Analysis	Parking Study	TDM	Transportation Planning	Computer Modeling	Rail Transit	Airport	Seaport	Toll Roads/Financial Studies
♦ State Route 33 Diamond Rock Sand/Gravel EIR Transportation Planning Study & Review	Ojai / Ventura County, CA	●	●			●	●				
♦ West Palmdale Residential Complex Traffic Study for Palmdale & L.A. County at 10th St. W. / Auto Center Dr.	Palmdale, CA		●	●		●	●				
♦ SR-74/Ortega Highway Widening MND & Traffic Study Review	San Juan Capistrano, CA	●	●			●	●				
♦ Bethel University/Seminary Traffic Study; CUP # 88-0277 at 6116 Arosa St.	San Diego, CA		●	●		●					
♦ Press-Telegram Mixed-Use High Rise Lofts Development Traffic Study	Long Beach, CA		●			●					
♦ May Center's Plaza Vallarta Development Traffic Study for Caltrans D-7 & City of Palmdale	Palmdale, CA		●								
♦ Griffith Park's Autry National Center DEIR Review of Traffic Section	Los Angeles, CA		●								
♦ Longs Drugs Retail Center Development Traffic Study for CUP# 07-11 at 20th St. W. & Ave. K	Palmdale & Lancaster, CA		●								
♦ Grand Plaza 87,560-SF Retail Center Traffic Impact Study	Glendora, CA		●	●		●					
♦ Hilton Hotel Traffic & Parking Study at 17662 Armstrong Avenue	Irvine, CA	●	●	●		●	●				
♦ Martin Luther King Jr. Shopping Center Traffic Study for 3831-3825 Martin Luther King	Lynwood, CA		●	●							
♦ Child Day Care Traffic & Parking Study at 1700 West La Habra Blvd.	La Habra, CA		●	●							
♦ Rite-Aid Development Traffic Study for Caltrans D-7 & City of Palmdale	Palmdale, CA		●			●					
♦ Korean Presbyterian Church of America & Theological Seminary Traffic Study	Santa Fe Springs, CA		●	●							
♦ Vallarta Shopping Center 107,360 SF Development Traffic Impact Study for Caltrans D-7 & City of Palmdale	Palmdale, CA		●	●							
♦ Lone Hill Plaza Traffic Queuing & Circulation Assessment for a New Starbucks	Glendora, CA		●								
♦ Randolph Village Shopping Center Parking Survey & Study	Delano, CA			●							
♦ Denver 470 Toll Revenue Study for Engineer 470 Partnership	Denver, CO									●	
♦ New Jersey Turnpike Widening Transportation & Toll Plaza	New Jersey State, NJ										●
♦ North Carolina State University Campus Expansion	Raleigh, NC			●	●	●	●				
♦ Tampa's Ybor City Historic District Parking Study	Tampa, FL	●	●								
♦ Peter's Landing- Huntington Beach Parking Study	Huntington Beach, CA	●	●								
♦ City of Sacramento's Local Area Transportation/Parking Supply/Demand Studies	Sacramento, CA		●	●							



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Project	Location	EIR/EIS/EA	Traffic Impact Report/Analysis	Parking Study	TDM	Transportation Planning	Computer Modeling	Rail Transit	Airport	Seaport	Toll Roads/Financial Studies
♦ GWF's Five Power Plants Traffic Impacts in the Bay Area Air Quality Management District	Contra Costa County, CA		●								
♦ Somerset County's Landfill & Bellemead Development	Montgomery Township, NJ		●								
♦ Rilis Park Aquatic & Athletic Complex- National Recreation Area NY & NJ	New York, NY	●	●								
♦ Port Liberte (Caven Point) Traffic Impact Study	New York Harbor, NY		●							●	
♦ Crossroads Park Shopping Center	Raleigh, NC		●								
♦ Loehman's Shopping Plaza	Long Island, NY		●								
♦ Packard/Bambergers Traffic Impact, Cost Estimating & Alternatives Studies	Hackensack, NJ		●								●
♦ North Carolina State University Campus Expansion	Raleigh, NC		●								
♦ North Main Street Grade Separation Draft Traffic Analysis & Preliminary Conceptual Design	Los Angeles, CA		●								
♦ California Plaza Office Development	Sacramento, CA	●	●								
♦ Arden-Arcade LATS Parking Alternatives for Exposition Center Sub-Area	Sacramento, CA		●	●							
♦ Local Area Transportation Study Forecast Model for Arden-Arcade	Sacramento, CA				●	●					
♦ California Exposition Center Expansion Draft EIR & Traffic Impact Study	Sacramento, CA	●	●								
♦ Arden-Fair Mall Expansion: Fourth Anchor Tenant Traffic Impact & EIR	Sacramento, CA	●	●								
♦ Transportation Improvement Program for Arden-Arcade LATS	Sacramento, CA				●	●					
♦ Columbia River Salmon Flow Measures Draft EIS	Walla Walla, WA	●									
♦ 10 Million SF Hunters Point Waterfront Development EIS	New York City, NY	●									
♦ Evaluation of the Causeway-Earhart Interchange for Greater New Orleans Expressway Commission	New Orleans, LA		●								●
♦ U.S. Army Depot TMP Preparation Including Reg. XV Implementation	Sacramento, CA		●	●							
♦ Los Angeles County's Municipal Court EIR	Los Angeles, CA	●	●								
♦ Los Angeles County's San Gabriel Reservoir's Environmental Study	Los Angeles, CA	●	●								
♦ Columbia University's Audubon Research Park's PDEIS	New York, NY	●	●							●	
♦ Lower Snake Compensation Plan Environmental Assessment (EA) & Traffic Study	ID, OR & WA	●	●								



EIS, EIR, EA, TRAFFIC IMPACT REPORTS, PARKING STUDIES, TDM, TRANSPORTATION PLANNING, COMPUTER MODELING, AIRPORT, SEAPORT, RAIL TRANSIT and TOLL ROADS/ FINANCIAL STUDIES PROJECTS

Sheet 7 of 7



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TRAFFIC CONTROL PLANS (TCP) & CONSTRUCTION SUPPORT PROJECTS

Project	Location	Traffic Engineering	Traffic Management Plan (TMP)	Traffic Control Plan (TCP)	Signing & Striping Plan
♦ TCP for Castaic Lake Water Company's Station & Pipelines	Santa Clarita, CA			●	
♦ Ave. L & 10th St. W. Signing & Striping and TCP	Lancaster, CA			●	●
♦ TCP for Newport Coast Community Center at Newport Coast Drive	Newport Beach, CA			●	
♦ Perris Valley 48" Water Pipeline TCP along 13,000' of Cactus Ave. for MWD & EMWD	Moreno Valley, CA			●	
♦ TCP for MWD's 13,000 Feet Perris Valley 96", 98" & 109" Water Pipeline between I-215 & Mission Grove	Riverside City & Riverside County, CA			●	
♦ TCP for WMWD's Riverside-Corona Feeder 54" Water Pipeline on Van Buren Blvd.	Riverside, CA			●	
♦ TCP for Cactus Ave. 48" Feeder Pipeline under I-215 for Caltrans District 8	Moreno Valley, CA			●	
♦ Caltrans District 12's Interstate 5 & State Route 55 Flyover TMP & TCP	Santa Ana, CA	●	●	●	
♦ TCP for the Sandhill 30" Raw Water Conveyance Pipeline	Rialto, CA			●	
♦ Signing & Striping and Traffic Control Plans for 1 New Signal & 2 Signal Modifications	San Clemente, CA	●		●	●
♦ Traffic Control Plans for PCH Sewer Lines Repair & Permit Application for Caltrans District 7	Santa Monica, CA		●	●	
♦ Signing & Striping and Traffic Control Plans for Boeing's Douglas Park Development	Long Beach & Lakewood, CA			●	●
♦ TCP for WMWD's Meridian Sewer Pipes along Alessandro Rd. & Sycamore Canyon Blvd.	Riverside City & Riverside County, CA			●	
♦ TCP for Sandhill Water Treatment Plant for the Proposed 8" Sewer Lines	Rialto, CA			●	
♦ City of Tustin's Main Street Water Facility- Traffic Control Plans	Tustin, CA			●	
♦ TCP for Huntington Beach's Central Park & Sports Complex	Huntington Beach, CA			●	
♦ Restriping Plan for Traffic Signal Modification & Street Improvements at Bastanchury Rd./Lakeview Ave.	Yorba Linda, CA			●	●
♦ Traffic Control Plans Preparations for Brea Canyon Road	Diamond Bar, CA		●	●	



TRAFFIC CONTROL PLANS (TCP) & CONSTRUCTION SUPPORT PROJECTS

[illegible]



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Other Support Services

CIVIL ENGINEERING, CONSTRUCTION ENGINEERING MANAGEMENT, CONSTRUCTION INSPECTION, GRANT APPLICATION, PLAN CHECKING, RFP WORKSCOPE DEVELOPMENT, EXPERT WITNESS/LITIGATION & ELECTRICAL ENGINEERING PROJECTS

Project	Location	Construction Management	Engineering Inspection	Civil Engineering	Plan Checking	Grant Application	RFP Work Scope Development	Program Development	Expert Witness	Structural Engineering
♦ Construction Engineering Management for SR 14 & Avenue S Ramps' Signals	Palmdale, CA	●								
♦ Plan Check Services for a Signal at Mount Vernon & Cooley Drive	Colton, CA				●					
♦ Signal Inspection Services for Ramona Blvd./ Merced Avenue and Romona Blvd./ Badillo/ Lozano	Baldwin Park, CA	●	●							
♦ Work Scope Development for MTA's Signal Operations & Maintenance Training	Los Angeles, CA					●				
♦ Widening of Avenue P - Grant Application for LACMTA	Palmdale, CA					●				
♦ Consulting Design Services for Avenue R & 5th Street East Intersection Improvement	Palmdale, CA			●						
♦ Expert Witness Services - Paularino Medical Group	Costa Mesa, CA								●	
♦ Villa Pacifica's Tract # 15870 Street Lighting Plan Check	San Clemente, CA				●					
♦ City of Baldwin Park Merced Avenue, Bridge Widening	Baldwin Park, CA									●
♦ Plan Checking for Signal & Striping at Peyton Drive & Olympic View Drive	Chino Hills, CA				●					
♦ Long Beach Community College's Program Development for Traffic Signal Technicians	Long Beach, CA						●			
♦ Caltrans TSM Grant Application Preparation	Oceanside, CA					●				
♦ Interstates 5 & 405 Confluence "El Toro Y" TSM & Construction Engineering Management	Orange County, CA	●								
♦ Traffic Signal Inspections for 3 New Locations	Colton, CA		●							
♦ Los Angeles County MTA - Scope of Work Development for Traffic Signal Training Program	Los Angeles, CA						●			
♦ Massachusetts Bay Transit Authority's Beacon Hill Computer Modeling	Boston, MA								●	
♦ Traffic Signal CEM & Inspection for Earl/ Frazier, Merced/ Market Place & Merced/ Vineland	Baldwin Park, CA	●	●							
♦ Review of Draft Traffic Impact Report for the Port of Los Angeles' Berth 100-102 Container Terminal Facility West Basin	Los Angeles, CA		●						●	



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CIVIL ENGINEERING, CONSTRUCTION ENGINEERING MANAGEMENT, CONSTRUCTION INSPECTION, GRANT APPLICATION, PLAN CHECKING, RFP WORKSCOPE DEVELOPMENT, EXPERT WITNESS/LITIGATION & ELECTRICAL ENGINEERING PROJECTS

Project	Location	Construction Management	Construction Inspection	Civil Engineering	Plan Checking	Grant Application	RFP Work Scope Development	Program Development	Expert Witness	Structural Engineering
♦ Metro/LA County MTA On-Call FY 04-08 A & E Bench Contract for Electrical Engineering	Los Angeles County, CA									
♦ Evaluation of the Westchester Lutheran School Traffic Study for Litigation	Los Angeles, CA									
♦ Litigation Support for the Fourth Cause of Action of the Lawsuit on Mar Vista Community	Santa Monica & L.A., CA									
♦ On-Call Traffic Engineering Design Plan Checking Services for the City of Irvine	Irvine, CA									
♦ Construction Engineering Management of a New TOC/TMC in Santa Clarita	Santa Clarita, CA									
♦ CEM/Inspection/Installation of Timing Charts for Metrolink's RR Grade Crossings at Garvey/Francisquito	Baldwin Park, CA									
♦ CEM Support Services for ITMS & Traffic Signal Interconnect Projects	Santa Clarita, CA									
♦ Professional Traffic Engineering Expert Services for Sunshine Canyon Landfill EIR	Los Angeles County, CA									
♦ CEM for a New Traffic Signal at Maine St. & Ohio Ave./Hallwood Dr.	Baldwin Park, CA									
♦ CEM for 3 Signals along Los Angeles St. at Bresee, Center & Stewart	Baldwin Park, CA									
♦ CEM for Traffic Signal Modification & As-Built for Alameda/Lake	Baldwin Park, CA									
♦ Expert Traffic Engineering Services for SR-33, Review of FEIR for Diamond Rock Sand & Gravel	Ojai, Ventura County, CA									
♦ Expert Traffic Engineering Services for Lower SR-74/Ortega Highway Widening's MND & Traffic Study	San Juan Capistrano, CA									
♦ Expert Traffic Engineering Services for Griffith Park's Autry National Center DEIR	Los Angeles, CA									
♦ Hawaii's Queen Kaahumanu Highway 19 Guard Rail Runout Length Assessment for the Shores at Kohalaiki	North Kona, HI									



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TRAFFIC SIGNAL TIMING, DESIGN, OPTIMIZATION, COMPUTER MODELING, SYSTEMS & INTERCONNECT DESIGN PROJECTS

Project	Location	Number of Intersections	Signal Timing	Signal Optimization	Signal Design	Interconnect Design	PS&E	Traffic Signal Systems Design	Computer Simulation	System Evaluation	"Before" & "After"	Construction Management	Inspection/Installation	Teaching & Training
♦ Traffic Signal Synchronization of 145 City & Caltrans D-10 Signals along 22 Arterials Outside the CBD - FY 2007	Modesto, CA	145	•	•					•	•	•	•	•	
♦ Traffic Signal Synchronization, Implementation & Fine Tuning for City of Modesto & Caltrans D-10	Modesto, Stanislaus Cty, CA	121	•	•					•	•	•	•	•	
♦ Traffic Signal Synchronization, Implementation & Fine Tuning for City of Modesto, Stanislaus County & Caltrans D-10	Stanislaus County, CA	98	•	•					•	•	•	•	•	
♦ Los Angeles County MTA's Evaluation of SMART/Santa Monica FRWY ITS Systems on 420 Multijurisdictional Signals	Los Angeles County, CA	420								•	•	•	•	
♦ Traffic Signal Synchronization, Implementation & Fine Tuning for City of Ceres & Caltrans D-10	Ceres, CA	17	•	•					•	•	•	•	•	•
♦ Traffic Signal Synchronization, Implementation & Fine Tuning for Downtown Modesto & Caltrans D-10	Modesto, CA	72	•	•					•	•	•	•	•	
♦ Palmdale Traffic Signal Coordination, Retiming & Fine Tuning for City of Palmdale, LA County & Caltrans D-7	Palmdale, CA	22	•	•					•	•	•	•	•	•
♦ Traffic Signal Retiming, Installation & Fine Tuning for City of Baldwin Park & Los Angeles County	Baldwin Park, CA	18	•	•					•	•	•	•	•	•
♦ Traffic Signal Synchronization along McBean Pkwy, Valencia Blvd., Magic Mtn. Pkwy & San Fernando Road	Santa Clarita, CA	38	•	•					•	•	•	•	•	
♦ Santa Clarita Thouroughfare Signal Interconnect for 30 Miles	Santa Clarita, CA	93	•	•			•	•	•	•	•	•	•	
♦ Los Angeles County MTA's Evaluation of Regional Surface Transportation Improvement (RSTI) Projects	Los Angeles County, CA	29								•	•	•	•	
♦ Rye Canyon Business Park/Legacy Partners' Traffic Signal PS&E for City of Santa Clarita	Santa Clarita, CA	9			•	•	•	•						
♦ On-Call Traffic Signal Timing & Design Services for City of Palmdale	Palmdale, CA	29	•	•	•	•	•	•	•	•	•	•	•	
♦ PS&E Preparation for SR-133/Laguna Canyon Rd. & Lake Forest Drive	Irvine, CA	1			•		•							
♦ Ave. R. Traffic Signal Interconnect & CCTV Design	Palmdale, CA	8	•	•	•	•	•	•	•	•	•	•	•	
♦ Baldwin Park's Master Interconnect Design and PS&E	Baldwin Park, CA	42	•	•	•	•	•	•	•	•	•	•	•	•
♦ Upgrade of Calabasas Regional Traffic Operations Center, Interconnect, CCTV & Signal Timing	Calabasas, CA	20	•	•	•	•	•	•	•	•	•	•	•	
♦ Los Angeles County MTA's Signal Systems Training of 88 Cities, LA County & Caltrans D-7	Los Angeles Countywide, CA		•	•	•	•	•	•	•	•	•	•	•	•
♦ Los Angeles County MTA's Traffic Signal Operation & Maintenance Training Workshops of 90 Agencies	Los Angeles Countywide, CA		•	•	•	•	•	•	•	•	•	•	•	•
♦ Los Angeles County MTA's Traffic Signal Timing Training Workshops of 88 Cities, LA County & Caltrans D-7	Los Angeles Countywide, CA		•	•	•	•	•	•	•	•	•	•	•	•
♦ Los Angeles County MTA's Video Detection & Surveillance Training Workshops of 88 Cities, LA County & Caltrans D-7	Los Angeles Countywide, CA		•	•	•	•	•	•	•	•	•	•	•	•
♦ Los Angeles County MTA's Type 170 Controller Training Workshops of 88 Cities, LA County & Caltrans D-7	Los Angeles Countywide, CA		•	•	•	•	•	•	•	•	•	•	•	•
♦ Los Angeles County MTA's Systems (Data, Video & Audio) Communications Training Workshops of 90 Agencies	Los Angeles Countywide, CA		•	•	•	•	•	•	•	•	•	•	•	•



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Project	Location	Number of Intersections	Signal Timing	Signal Optimization	Signal Design	Interconnect Design	PS&E	Traffic Signal Systems Design	Computer Simulation	System Evaluation	"Before" & "After"	Construction Management/	Inspection/Installation	Teaching & Training
♦ Pacific Coast Highway/El Camino Real & Camino Capistrano Traffic Signal for City of San Clemente	San Clemente, CA	1												
♦ Traffic Signal Inspection & Construction Engineering Management for City of Baldwin Park	Baldwin Park, CA	7												
♦ McBean Parkway & Baywood Lane Signal Design & Preliminary Civil Design	Santa Clarita, CA	1												
♦ Kaufman & Broad Coastal's Villa Pacifica Traffic Signal & Interconnect PS&E	San Clemente, CA	1												
♦ On-Call Traffic Signal Plan Checking Services for City of Colton	Colton, CA	1												
♦ Signal Plan Preparation & Design for the City of Lancaster	Lancaster, CA	1												
♦ On-Call Traffic Signal Construction Inspection Services for City of Colton	Colton, CA	4												
♦ PS&E Package for New Signals for City of San Bernardino	San Bernardino, CA	1												
♦ PS&E for Signal Design Packages for City of Baldwin Park	Baldwin Park, CA	14												
♦ PS&E Packages for Traffic Signals	Colton, CA	3												
♦ Consulting Design & PS&E Services for Railroad Pre-emption at Sierra Highway and Ave. P & R for Metrolink	Palmdale, CA	2												
♦ PS&E Preparations for 3 Traffic Signal Modifications at Locust Ave./6th/7th and Pine/7th	Long Beach, CA	3												
♦ State Route 14 & Ave. S Signal & Striping PS&E Preparation for City of Palmdale, Los Angeles County & Caltrans D-7	Palmdale, CA	2												
♦ Design Services for the Intersection Modification of Ave. R & 5th St. E. for City of Palmdale	Palmdale, CA	1												
♦ PS&E for Experian Corporation HQ Signals for City of Costa Mesa	Costa Mesa, CA	1												
♦ City of Ceres Citywide & Caltrans D-10 Traffic Signal Synchronization & Retiming	Ceres, CA	25												
♦ Boeing's Douglas Park Traffic Signal, Striping & Signage, and TCP	Long Beach & Lakewood, CA	7												
♦ Review of L.A. County's Traffic Signal Synchronization Program along Baldwin Park Blvd., Calais to Tracy (TS&P)	Baldwin Park, CA	11												
♦ PS&E Preparation for Burbank Blvd. 3 New Traffic Signals	Burbank, CA	3												
♦ KB Homes - PS&E Preparations for 3 New Traffic Signals Modifications along Murrieta Rd.	Riverside County, CA	3												
♦ Pulte Homes 500 New Homes Development - PS&E Preparation for 5 New Traffic Signals	Riverside County, CA	5												
♦ Caltrans State Route 66 Advanced Traffic Control Systems (ATCS) CCTV & Fiber Optic PS&E	La Verne/Pomona/Claremont, CA	18												
♦ Traffic Signal Synchronization, Implementation & Fine Tuning for Downtown Modesto & Caltrans D-10 FY 03/04	Modesto, CA	72												



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Project	Location	Number of Intersections	Signal Timing	Signal Optimization	Signal Design	Interconnect Design	PS&E	Traffic Signal Systems Design	Computer Simulation	System Evaluation	"Before" & "After"	Construction Management	Inspection/Installation	Teaching & Training
♦ PS&E Preparation for Valley/Rancho & Valley/3rd Traffic Signals	Colton, CA	2	•		•		•	•				•		
♦ Construction Engineering Management & Inspection for I-10 Fwy. at Garvey/Merced	Baldwin Park, CA	2												
♦ PS&E Preparation for Mt. Vernon/Colton & La Cadena/Avenue C Traffic Signals	Colton, CA	2	•	•	•		•							
♦ PS&E Preparation for Tentative Tract Map #54157 - Avenue K/32nd Street West	Lancaster, CA	1			•	•	•							
♦ Reche Canyon/Shane Dr. & Topanga Canyon Traffic Signal Operations Assessment	Colton, CA	2	•									•		
♦ Metro/L.A. County MTA FY 04-08 On-Call A & E Electrical Engineering Bench Contract	Los Angeles Countywide, CA								•	•				
♦ On-Call Traffic Engineering Design Services for City of Irvine FY 2004-2007	Irvine, CA				•	•	•	•						
♦ Metro/L.A. County MTA On-Call FY 04-08 A & E Traffic Engineering Bench Contract	Los Angeles Countywide, CA		•	•					•	•				
♦ Traffic Signal Synchronization & Timing Charts for I-10/Garvey, Merced, Puente, & Marketplace	Baldwin Park, CA	3	•	•					•					
♦ Avenue R Extension Traffic Signal Interconnect & CCTV Design with 72 SMFO	Palmdale, CA				•	•	•	•						
♦ Clinton Keith Rd. & Vista Murrieta High School Traffic Signal Design Modification	Murrieta, CA	1			•	•	•	•						
♦ PS&E for Ave. Vaquero & Via Casadita; 2 Signal Modifications at El Camino Real & Avenida Pico, Cam. Capistrano	San Clemente, CA	3			•	•	•	•						
♦ Metrolink's Application, Railroad Pre-emption & Signal Timing for Garvey Rd. at Francisquito	Baldwin Park, CA	1	•											
♦ Construction Engineering Management for SR 14 and Ave. S for City of Palmdale & Caltrans D-7	Palmdale, CA	2										•		
♦ U.S. Traffic Corp. LED Countdown Technical Feasibility for the City of Los Angeles Evaluation	Los Angeles, CA									•				
♦ Ramona Blvd. & Earl Ave. Traffic Signal Timing Charts and Construction Engineering Management	Baldwin Park, CA	1	•									•		
♦ PS&E Package for 3 New Signals along Rancho Ave. at Citrus, Johnston & Laurel	Colton, CA	3	•		•		•					•		
♦ Chino Hills Traffic Signal Plan Check Services	Chino Hills, CA	2			•	•	•	•						
♦ Rache Canyon Rd. & Topanga Way Traffic Signal Timing Charts	Colton, CA	1	•											
♦ Rancho Ave. & Valley Blvd. (Southeast Corner) Traffic Signal Modification	Colton, CA	1							•					
♦ Construction of Ramona Blvd. & Maine Ave. Signal - Preparation of Traffic Signal Timing Charts	Baldwin Park, CA	1	•		•		•							
♦ Review of Caltrans Timing Plans at 3 Locations along Puente, Merced & I-10	Baldwin Park, CA	3	•											
♦ Metrolink Railroad Grade Crossing (Garvey & Francisquito) - Final Timing Charts Installation/Review/CEM/Inspection	Baldwin Park, CA	1	•									•		



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Project	Location	Number of Intersections	Signal Timing	Signal Optimization	Signal Design	Interconnect Design	PS&E	Traffic Signal Systems Design	Computer Simulation	System Evaluation	"Before" & "After"	Construction Management	Inspection/Installation	Teaching & Training
♦ Burke Lake Road's Signal Retiming for the Virginia DOT	Northern VA, Washington, D.C.		●	●										
♦ PS&E Preparation for The Village at Corona & Promenade/Collate Ave. New Traffic Signals	Corona, CA	1			●		●							
♦ Interstate I-95 Service Roads & Local Intersections for the Virginia DOT	Northern VA, Washington, D.C.				●									
♦ PS&E Preparations for Conversion of 2 Flashing Signals to Pedestrian Signals along Burbank Blvd.	Burbank, CA	2			●	●	●							
♦ U.S. Route 27 Traffic Signal Progression for OKI Regional Council of Governments	Cincinnati, OH	25		●										
♦ Construction Support Services for ITMS & Traffic Signals Interconnect Projects	Santa Clarita, CA											●		
♦ PS&E Preparation for Traffic Signal Modification for Protected Left-Turn Phases at Mt. Vernon & Rancho	Colton, CA	1	●		●		●							
♦ PS&E Preparations for 2 New Traffic Signals along Los Angeles St. at Center & Bresee	Baldwin Park, CA	2			●		●							
♦ PS&E Preparation for Traffic Signal Modification of Auto Zone at Sunny Mead & Graham	Moreno Valley, CA	1			●		●							
♦ CEM & Traffic Signal Timing Charts Preparation for Merced/Ahern & Pacific/Big Dalton	Baldwin Park, CA	2	●											
♦ PS&E Preparation for Traffic Signal Modification for New 5-Story Building at Spruce St. & Iowa St.	Riverside, CA	1			●		●							
♦ PS&E Preparation for 2 New Traffic Signals at Maine/Ohio & Olive/Stewart	Baldwin Park, CA	2			●		●					●		
♦ Timing Charts & CEM Preparation for 3 Signals along Los Angeles St.	Baldwin Park, CA	3	●									●		
♦ Timing Charts & CEM Preparation for 1 New Signal at Maine & Ohio/Hallwood	Baldwin Park, CA	1	●									●		
♦ U.S. Route 7 Relocation Study, Signal Design & Capacity Analysis for Connecticut DOT	Norwalk, CT				●	●								
♦ Peckard/Bambergers Development Traffic Signals Cost Estimating	Hackensack, NJ						●							
♦ PS&E Preparation for Traffic Signal Modification at Ave. L & 10th St. W.	Lancaster, CA	1			●		●							
♦ PS&E Preparation for 3 New Traffic Signals at Baldwin Park Blvd. & Stewart, L.A. Street/Phelan & Puente/Channing	Baldwin Park, CA	3			●		●							
♦ SR-133 / Laguna Canyon - PS&E Preparation for Traffic Signal Modification	Irvine, CA	1			●		●							
♦ PS&E Preparation for Traffic Signal Timing Chart for New Traffic Signal at La Cadena/Barton	Colton, CA	1	●											
♦ Traffic Signal Timing Charts Modification for Ahern/Merced & Vineland/Merced	Baldwin Park, CA	2	●											
♦ PS&E Preparation for Traffic Signal Modification & As-Built for Alameda/Lake	Baldwin Park, CA	1	●		●		●					●		
♦ Traffic Signal Timing Charts for Mt. Vernon/Colton Ave.	Colton, CA	1	●											



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Project	Location	Number of Intersections	Signal Timing	Signal Optimization	Signal Design	Interconnect Design	PS&E	Traffic Signal Systems Design	Computer Simulation	System Evaluation "Before" & "After"	Construction Management/	Inspection/Installation	Teaching & Training
♦ Traffic Signal Operations Assessment for Fowler Rd. & Mitchell Rd.	Ceres, CA	1	●	●					●				
♦ PS&E Preparation for a New Signal at W. Artesia Blvd. & Dalton	Gardena, CA	1			●	●	●						
♦ Desert Cities Industrial Park - PS&E Preparation for a New Signal along State Highway 111 & "A" St.	Riverside County, CA	1			●	●	●						
♦ Tustin Field II - Harvard at Moffett Traffic Signal Modification	Irvine & Tustin, CA	1			●	●	●						
♦ Traffic Signal Modification Design for 20th St. West & Ave. K	Lancaster, CA	1			●	●	●						
♦ Traffic Signal Modification Design for 60th St. West & Ave. K	Lancaster, CA	1			●	●	●						
♦ 2 Traffic Signal Modification Designs for I-10/Valley/Mt. Vernon & Washington/Mohave	Colton, CA	2	●	●	●	●	●						
♦ PS&E Preparation for a New Mid-Block/Pedestrian Traffic Signal at Mt. Vernon & Palm	Colton, CA	1	●	●	●	●	●						
♦ Virginia Beach's Traffic Signal Cost Estimating	Virginia Beach, VA						●						
♦ Traffic Signal Timing Charts for Colton Ave. at 10th Street/G Street	Colton, CA	1	●										
♦ Traffic Signal Modification for Reche Canyon Rd. at Topanga	Colton, CA	1			●		●						
♦ PS&E Preparation for Traffic Signal Modification at Alameda/Victory Blvd.	Burbank, CA	1			●	●	●						
♦ PS&E Preparation for a New Traffic Signal at La Cadena Dr. & La Loma Ave.	Colton, CA	1	●		●	●	●						
♦ Traffic Signal Modification for El Camino Real & Barcelona	San Clemente, CA	1			●	●	●						
♦ Newport Blvd. Traffic Signal System Improvement for City of Costa Mesa	Costa Mesa, CA	15	●	●									
♦ Temporary Traffic Signal Modification Design for MWD & WMWD's Perris Valley Pipeline construction	Riverside & Riverside Co., CA	10			●								
♦ Temporary Traffic Signal Modification Design for Alessandro Blvd. at Meridian Parkway	Riverside, CA	2			●	●	●						
♦ Temporary Traffic Signal Modification Design for Alessandro Blvd. between Sycamore Canyon Bl. & Mission Grove	Riverside, CA	5			●	●	●						
♦ Orange County EMA's Traffic Signal Design & Study of Melinda Road & Las Fleras	Rancho Santa Margarita, CA	1			●	●	●						



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SYSTEM EVALUATION PROJECTS and "BEFORE" & "AFTER" STUDIES

Project	Location	Number of Intersections	Evaluation Type										Transportation Improvement				
			Signal Synchronization	Signal Retiming	ITS Element								Interchange	Signalization	Lane(s) Additions	Grade Separation	
					ATMS	ATIS	CCTV	CMS/VMS	TMC/TOC	HAR	Systems Comm.	Red Light Camera					
♦ Los Angeles County MTA's Santa Monica FRWY "SMART" Corridor Evaluation	Los Angeles County, CA	420	●	●	●	●	●	●	●	●	●	●					
♦ City of Temecula's Evaluation of Red Light Camera System	Temecula, CA													●			
♦ City of Temecula's Evaluation of ITS Deployment Project	Temecula, CA	9					●						●				
♦ City of Santa Clarita's Automated Red Light Photo Enforcement Proposal Evaluation	Santa Clarita, CA													●			
♦ City of Santa Clarita's Corridors Traffic Signal Synchronization Evaluation	Santa Clarita, CA	38	●	●	●	●											
♦ City of Santa Clarita's Thoroughfare Signal Interconnect	Santa Clarita, CA	93	●	●	●	●	●	●	●	●	●		●				
♦ City of Modesto & Caltrans D-10 Traffic Signal Synchronization Evaluation	Modesto, CA	121	●	●	●	●	●	●	●	●	●						
♦ City of Ceres Traffic Signal Synchronization Evaluation	Ceres, CA	17	●	●	●	●	●	●	●	●	●						
♦ City of Calabasas Upgrade of Traffic Operations Center	Calabasas, CA	19	●	●	●	●	●	●	●	●	●		●				
♦ City of Palmdale, Los Angeles County & Caltrans D-7 Traffic Signal Coordination & Retiming Evaluation	Palmdale, CA	22	●	●	●	●	●	●	●	●	●						
♦ City of Modesto, Stanislaus County & Caltrans D-10 Traffic Signal Synchronization Evaluation	Stanislaus County, CA	98	●	●	●	●	●	●	●	●	●						
♦ City of Baldwin Park & Los Angeles County Traffic Signal Retiming Evaluation	Baldwin Park, CA	18	●	●	●	●	●	●	●	●	●						
♦ City of Modesto & Caltrans D-10 Downtown Traffic Signal Synchronization Evaluation	Modesto, CA	72	●	●	●	●	●	●	●	●	●						
♦ Los Angeles County MTA's Traffic Signal Timing Training Workshops	Southern California		●	●	●	●	●	●	●	●	●						
♦ Los Angeles County MTA's Video Detection & Surveillance Training Workshops	Southern California																
♦ Los Angeles County MTA's Systems Communication Training Workshops	Southern California												●	●	●		
♦ Los Angeles County MTA's RSTI-Port of Long Beach's Evaluation of Anaheim St. Grade Separation	Port of Long Beach, CA	2															●
♦ Los Angeles County MTA's RSTI-City of South Gate's Evaluation of SB I-710/Firestone Interchange	South Gate, CA	4													●	●	●
♦ Los Angeles County MTA's RSTI-City of Los Angeles's Evaluation of Normandie Ave. Improvements	Los Angeles, CA	3														●	●
♦ Los Angeles County MTA's RSTI-City of Burbank's Evaluation of North & South Front Street Improvements	Burbank, CA															●	●
♦ Los Angeles County MTA's RSTI-City of Calabasas' Evaluation of Old Town Road Improvements	Calabasas, CA	2															●
♦ Los Angeles County MTA's RSTI-City of Palmdale's Evaluation of Pearlblossom Highway Widening	Palmdale, CA	3														●	●
♦ Los Angeles County MTA's RSTI-City of Lancaster's Evaluation of SR14/ Ave. L Corridor	Lancaster, CA	4													●	●	●



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SYSTEM EVALUATION PROJECTS and "BEFORE" & "AFTER" STUDIES

Project	Location	Number of Intersections	Evaluation Type											
			ITS Element								Transportation Improvement			
			Signal Synchronization	Signal Retiming	ATIS	CCTV	CMS/VMS	TMC/TOC	HAR	Systems Comm.	Red Light Camera	Interchange	Signalization	Lane(s) Additions
♦ Los Angeles County MTA's RSTI-City of Manhattan Beach & El Segundo Evaluation of Sepulveda Blvd.	Manhattan Beach, & El Segundo, CA	4	●	●	●	●	●	●	●	●	●	●	●	●
♦ Metro/LA County MTA FY 04-08 On-Call Bench Contract for Electrical Engineering	Los Angeles County	22	●	●	●	●	●	●	●	●	●	●	●	●
♦ City of Ceres Citywide & Caltrans D-10 Traffic Signal Synchronization	Ceres, CA		●	●	●	●	●	●	●	●	●	●	●	●
♦ Technical Evaluation of U.S. Traffic Corp. LED Countdown for the City of Los Angeles	Los Angeles, CA		●	●	●	●	●	●	●	●	●	●	●	●
♦ Preparing B/C Assessment for Proposed Rancho Vista (Ave. P) & Railroad Grade Separation	Palmdale, CA	6	●	●	●	●	●	●	●	●	●	●	●	●
♦ Modesto's 145 Traffic Signal Synchronization along 22 Corridors	Modesto & Stanislaus	145	●	●	●	●	●	●	●	●	●	●	●	●



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INTELLIGENT TRANSPORTATION SYSTEMS (ITS) PLANNING, DESIGN & IMPLEMENTATION PROJECTS

Project	Location	No. of Intersections											
		Initial Implementation	Expanded System	ITS Planning	ITS Design	ITS Implementation	PS&E	Traffic Signal System	System Evaluation	Bus/Transit Signal Priority	Homeland Security	Construction Management	Teaching & Training
Performing Task Orders for USDOT/FHWA/ITE on ITE Standards, Outreach, Education & Training	Nationwide			●				●	●				●
Extension of Ave. R Traffic Signal Interconnect & CCTV Design for 72 SMFO b/w Division & 40th E.	Palmdale, CA	10		●	●	●	●	●	●				
Preparing Signal Systems PS&Es for Boeing's New Douglas Park Development	Long Beach & Lakewood, CA	7					●	●	●				
Management of Architectural Design for New TOC/TMC in Santa Clarita	Santa Clarita, CA			●	●		●					●	
Providing Construction Support Services for ITMS, Traffic Signal Interconnect, ITS & TMC/TOC	Santa Clarita, CA											●	
Caltrans State Route 66 Advanced Traffic Control Systems, CCTV, Fiber-Optic PS&E	La Verne, Pomona & Claremont, CA	18		●	●	●	●	●				●	
Traffic Signal Synchronization for 145 City & State Locations Outside the CBD-FY 2007	Modesto & Stanislaus County, CA	145						●	●			●	
Los Angeles County MTA/Metro's Santa Monica FRWY ITS Systems Evaluation	Los Angeles County, CA	420						●	●			●	
Los Angeles County MTA/Metro's Systems Communications Training Workshops	Southern California			●	●	●			●			●	●
Los Angeles County MTA/Metro's Video Detection & Video Surveillance Training Workshops	Southern California			●	●	●	●	●	●			●	●
Los Angeles County MTA/Metro's Bus/Transit Signal Priority, QuickNet & CInet Training Workshops	Southern California			●	●	●	●	●	●	●			●
Los Angeles County MTA/Metro's Homeland Security Training Workshops	Southern California			●	●	●		●	●		●		●
Los Angeles County MTA/Metro's TMC Tour of Regional Centers Training Workshops	Southern California			●	●	●		●	●				●
Caltrans Santa Monica FRWY I-10 ITS/CCTV	Los Angeles, CA	10		●	●	●	●						
City of Modesto CCTV Systems Expansion	Modesto, CA	13		●	●	●	●	●					●
Temecula's ITS Deployment: TOC, CCTV & Fiber Optic PS&E Design	Temecula, CA	9		●	●	●	●	●	●			●	
ITS & Traffic Signal On-Call Design Services	Palmdale, CA	29		●	●	●	●	●	●				
Southern California ITS Showcase Program Evaluation for Caltrans HQ	Southern California								●			●	
City of Modesto CCTV Systems	Modesto, CA	10		●	●	●	●	●					
City of Ceres ATMS Project	Ceres, CA	4		●	●	●	●	●					
Upgrade of the Calabasas Regional Traffic Operations Center/Las Virgenes Interconnect PS&E	Calabasas, CA	20		●	●	●	●	●	●			●	
Santa Clarita Intelligent Transportation Management System	Santa Clarita, CA	22		●	●	●	●	●	●			●	●
Santa Clarita Thoroughfare Signal Interconnect for 30 miles	Santa Clarita, CA	93				●		●	●			●	



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INTELLIGENT TRANSPORTATION SYSTEMS (ITS) PLANNING, DESIGN & IMPLEMENTATION PROJECTS

Project	Location	No. of Intersections					ITS Planning	ITS Design	ITS Implementation	PS&E	Traffic Signal System	System Evaluation	Bus/Transit Signal Priority	Homeland Security	Construction Management	Inspection/Installation	Teaching & Training
		Initial Implementation	Expanded System														
• Caltrans Los Angeles & Ventura Counties ITS EDP	Los Angeles & Ventura Counties, CA						●										
• State of Virginia's I-95 HOV/TSM/VMS/CCTV Planning & Design	Northern VA & Washington, D.C.		27				●	●		●	●						
• TMP Preparation Including Reg. XV Implementation-U.S. Army Depot	Sacramento, CA						●										
• Sacramento's Arden/Arcade Local Area Transportation Study TSM	Sacramento, CA						●										
• Caltrans TSM Grant Application Preparation	Oceanside, CA						●										
• Caltrans' Interstates 5 & 405 Confluence "El Toro Y" TSM & CEM	Orange County, CA											●			●		
• Santa Clarita's Automated Red Light Enforcement Proposal Evaluations	Santa Clarita, CA											●					
• Evaluation of the Red Light Camera System Deployment	Temecula, CA											●					
• Los Angeles County MTA Traffic Signal Timing Training Workshops	Los Angeles County, CA										●	●			●		●
• Modesto's Traffic Signal Retiming & Coordination Project	Stanislaus County, CA	105	16								●	●			●		●
• City of Modesto Traffic Signal Systems Network	Modesto, CA	98									●	●			●		●
• City of Modesto & Caltrans Downtown Signal Systems Network	Modesto, CA	72									●	●			●		●
• City of Palmdale/Caltrans & LA County Signal Systems Retiming	Palmdale, CA	22									●	●			●		●
• City of Ceres & Caltrans Traffic Signal Systems Network	Ceres, CA	17									●	●			●		●
• City of Baldwin Park Master Interconnect Design	Baldwin Park, CA		42				●			●	●						●
• City of Baldwin Park Master Traffic Signal Network	Baldwin Park, CA		18								●	●			●		●
• Los Angeles County/MTA Type 170 Controller Signal System Training Workshops	Southern California						●				●						●
• Caltrans HQ/SCAG AHS/IVI Work Scope Development	Statewide, CA						●										●
• Avenue R Traffic Signal Interconnect & CCTV Design	Palmdale, CA	8					●	●		●	●	●			●		●



Appendix B: Key Personnel Resumes



MINAGAR & ASSOCIATES, INC.

ITS –Traffic/Civil/Electrical Engineering -Transportation Planning – Homeland Security - CEM Consultants

FRED MINAGAR, MS, RCE, PE

EDUCATION

- **Harvard University, John F. Kennedy School of Government**, Cambridge, Massachusetts, Leadership Decision Making, Executive Education Program Diploma
- **The George Washington University**, Washington, D.C., ITS Program Diploma
- **Pepperdine University School of Law**, Malibu, California, Negotiation Skills and Advocacy
- **St. John's University**, New York, New York, Management Diploma
- **New York University**, New York, New York, Management Practice
- **University of Cincinnati**, Cincinnati, Ohio, M.S. Transportation Engineering
- **Thesis and Research** work with computer analysis at Transportation Research Center of Ohio
- **University of Louisiana**, Lafayette, B.S.C.E. Civil Engineering

REGISTRATION

- **NATIONAL:**
 - **National Council of Examiners for Engineering & Surveying**, No. 9112
- **STATE:**
 - **California:** Registered Civil Engineering. No. C053466
 - **New Jersey:** Registered Professional Engineer. No. GE33090

EXPERIENCE

- **37 Years** of Professional Public & Private Consulting Experience
- Engineered, Managed & Administered Over 100 ITS and 800 Traffic/Civil/Electrical Engineering, Transportation Planning Projects in Over 17 States

EXPERTISE

- **Intelligent Transportation System (ITS);** ATMS, ATIS, System Communications
- **Traffic Engineering, Computer Modeling/Simulation, Signal & Interconnect Design**
- **Transportation Planning, EIR & EIS, TDM, TMP & TSM Special Studies**

AWARDS/HONORS

- Re-Elected to City Council as Mayor & City Council Member after 18 years serving as Planning & Transportation Commissions Chairman/Commissioner, City of Laguna Niguel, California, Nov. 2019
- Winner of the ASCE 2007 Outstanding Public/Private Civil Engineering/ITS Project of the Year for Metro & City of Santa Clarita
- Winner of the Best Traffic Congestion Mitigation Award in Los County for the City of Palmdale and Metro's Ave R Traffic Signal Interconnect & CCTV PS&E Project, 2005
- Recipient of the PTI's Best Transportation Technology Solutions for Synchronizing 121 Caltrans, County & City Traffic Signals Award in the U. S., 2003
- Awarded the United States Congressional Order of Merit, 2003 & 2006
- Recipient of the 2002 National Leadership Award
- Recipient of the CAATS' 2002 Award of Excellence for Best California Return on Investment Project
- Recipient of the Los Angeles County MTA's Teamwork Award for the Countywide Signal Systems Training Program, 2000
- Re-appointed to Traffic & Transportation Commissioner by the Mayor & Council of the City of Laguna Niguel, California for 1997-1999, 1999-2001, 2001-2003
- Publicity/Public Relations Chairman, 1st Annual Meeting of California Alliance for Advanced Transportation System (CAATS), Newport Beach, 1995
- Certificates of Appreciation, Western ITE Newsletter Technical Editor, 1990-1994
- Recipient of 1990 ITE International Award, Orlando, Florida, USA
- Recipient of 1989 ITE International Award, San Diego California, USA
- Recipient of 1988 ITE International Award, Vancouver, Canada
- Certificate of Appreciation, ITE Metropolitan Section of New York & New Jersey, 1987 and 1989
- Founded and Organized ITE Student Chapter at University of Cincinnati, 1984
- The Southwestern Award of Merit, 1981
- Outstanding Young Man of America for 1982

MINAGAR & ASSOCIATES, INC.

ITS –Traffic/Civil/Electrical Engineering -Transportation Planning – Homeland Security - CEM Consultants

FRED MINAGAR, MS, RCE, PE, FITE

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SYNOPSIS of PROFESSIONAL EXPERIENCE:

Civil/Traffic Engineering & Transportation Planning

- City of Huntington Park's Citywide **LRSP (Local Roadway Safety Plan)**, Huntington Park, CA
- City of Guadalupe's Citywide **LRSP (Local Roadway Safety Plan)**, Guadalupe, CA
- City of La Puente's Citywide **Street Name Sign, Traffic Control Devices Inventory & LSRP**, La Puente, CA
- City of South Gate's Citywide Parking Space Asset Inventory and Study, South Gate, CA
- City of Burbank's **HSIP Cycle 3** Engineering Services for Verdugo & Keystone, Burbank, CA
- City of Burbank's **HSIP Cycle 4** Engineering Services for Verdugo Bike Lane Extension, Burbank, CA
- City of Coachella's **HSIP-5294 (006)** Engineering Services for **Citywide Traffic Control & Street Name Sign Upgrade**, Coachella, CA
- City of Coachella's **ATP Cycle 1** ST-86 PS&E & Engineering Services for Citywide Active Transportation Plan
- City of Coachella's **ATP Cycle 2** ST-100 PS&E & Engineering Services for Citywide Active Transportation Plan
- City of Coachella's **SR2S Cycle 8** PS&E Engineering Services for Citywide Safe Route To School Improvement
- Los Angeles County MTA's Interstate 210 Freeway Truck Origin-Destination Study, LA, CA
- Los Angeles County MTA's Evaluation of the Santa Monica Freeway/Smart Corridor, L.A., CA
- Los Angeles County MTA's Evaluation of RSTI Projects, Evaluated 10 Major Projects, Los Angeles County, CA
- Los Angeles County MTA's State Routes 57 & 60 Interchange Improvements Feasibility Traffic Study
- Los Angeles County MTA's Countywide Traffic Signal Operation and Maintenance Training Workshops
- Identification of Funding, STIP & CIP Programs for Metrolink Commuter Rail System, Southern CA
- Metrolink's Traffic Engineering Analysis of the New Maintenance Facility Design Requirements for a New Access Road for SCRRA, Los Angeles, CA
- Metrolink's Traffic Engineering and Cost Estimating for local Street Improvement near San Bernardino and Upland Train Stations for SCRRA, Southern CA
- Metrolink Commuter Rail System's Traffic Engineering Design & Study Reports for Chatsworth Train Station and Lassen Grade Crossing for SCRRA, Southern CA
- Los Angeles World Airport-Palmdale Airport Master Plan, Transportation Planning & Computer Modeling Utilizing TRANPLAN & EMME II Computer Models
- Massachusetts Bay Transit Authority's Red Line Subway Systems Computer Modeling, Boston, Beacon Hill and Cambridge, MA
- City of Palmdale's Traffic Impact Fee Assessment a Traffic Model Using TRANPLAN Model, Palmdale, CA
- Rote 24 Extension Traffic Study Utilizing UTPS Computer Model, Morristown, NJ
- North Carolina State University Campus Expansion Traffic Study, Raleigh, North Carolina
- Consultant to FHWA/NAHSC on AHS O&M Components & Institutional Constraints
- Consultant to FHWA/NAHSC on AHS Outreach Program, Conducting Focus Group Meeting in Boston, MA, Denver, CO & Washington, D.C.
- Southern California ITS Deployment Plan for Caltrans District 7, Los Angeles, California
- Caltrans TSM Grant Application Preparation for the City of Oceanside, California
- City of Sacramento's Arden/Arcade Local Area Transportation Study TSM & Traffic Op Studies, Sacramento, CA
- Governor's Island Ferry Stacking TSM Project - U.S. Coast Guard. Manhattan, New York City
- TMP Preparation Including Reg. XV Implementation for the U.S. Army Depot. Sacramento, CA
- Wal-Mart Traffic and Parking Impact Study, Santa Clarita, California
- 720 Paularino Parking Study, Variance, and CUP Application for the City of Costa Mesa, CA
- Rye Canyon Business Park, 3 million SF North South Campus Traffic Parking Impact Studies, Santa Clarita, CA
- Truck Route Feasibility Study for Vulcan Materials Plant in Irwindale for City of Baldwin Park, CA
- Los Angeles Grand Sports Arena Traffic Engineering Feasibility Study for a Private Developer near Downtown Los Angeles, California
- Caltrans AB-680 Highway 118-126 Toll Road, Los Angeles and Ventura Counties, CA
- Denver W-470 Toll Revenue Study for Engineer 470 Partnership, Denver, Colorado
- New Jersey Turnpike Widening Transportation & Toll Plaza Study for the NJ Turnpike Authority
- Port of San Diego B-Street Pier Alignment, Traffic Engrg Study for a New Cruise Ship Terminal, San Diego, CA
- Port of Long Beach's SCAQMD's Grant for Air Quality/Emission Control Improvements at Port's Roadways/Highways, Long Beach, CA
- Port Liberte (Caven Point) Traffic Impact Study, Jersey City, New Jersey
- Review of Draft Traffic Impact Report for the Port of Los Angeles' West Basin, Los Angeles, CA
- Palmdale Airport Plaza Traffic Impact Report, Palmdale, CA

MINAGAR & ASSOCIATES, INC.

Civil Engineering-Traffic Engineering-Transportation Planning Consultants

FIROZ VOHRA, MS, TE

EDUCATION

- **University of Cincinnati**, Cincinnati, Ohio, MSCR in Transportation Engineering
- **Maharaja Sayajirao University of Baroda**, Baroda, India, BSCE in Highway Engineering

PROFESSIONAL CAPABILITIES/SUMMARY

Firoz Vohra is an experienced traffic engineer with over 34 years of experience. He began his career in the private sector where responsibilities included planning and designing highway alignments, developing traffic demand projections and preparing and analyzing traffic studies. He then moved to the public sector as a City Traffic Engineer for the City of Modesto where he served in that position for 15 years and then served the City as Deputy Director of Public Works for 7 years. The experience and knowledge gained throughout my career presents an invaluable asset to my clients. He is a proven team player with a focus on utilizing his public-service experience to achieve the goals of the clients he serves.

PROFESSIONAL EXPERIENCE

Senior Traffic Engineer for Minagar & Associates, Inc.
Jul 2018 – Present

Senior Engineer for the Public Works Transportation Division of Stockton, CA
2010 – 2018

Responsibilities include administering & managing the recently combined Transportation Engineering Division within the Public Works Department. The purpose is to bring Transportation projects to the County by leveraging Federal & State grant funds with Local transportation dollars; improve traffic flow, enhance safety & reduce congestion by prioritizing projects based on roadway capacity & safety.

Manager III for the Public Works Engineering Support Division of Modesto, CA
2009 – 2010

Responsible for the Development Services, Community Service Districts, Landscape and Lighting Districts, Encroachment and Transportation Permits, County Surveys, Mapping Services and Traffic Engineering Units. Responsibilities include managing and implementing the workload, people and resources of these units. Provide supervision, attend public meetings, develop projects and perform traffic analysis. Duties also include development and maintenance of Development Design Standards and Master Plan Standards. Produce and process annual engineer reports for Community Service Districts, Landscaping and Lighting Districts. Act as County Project Manager on major projects.

Deputy Director for the Public Works Department of Modesto, CA
2002 – 2009

Headed the Streets and Traffic Services Division of the Public Works Department. Reported to Department Director and City Manager. Assumed Acting Director of Public Works role during the Director's absence. Supervised Streets Engineering, Traffic Engineering/Operation and Street Maintenance staff (52 FTEs). Permanent substitute for the City Manager at the StanCOG Technical Advisory Committee. Regularly briefed the Mayor and Council Members on policy issues prior to all StanCOG policy board meetings and offered recommendations. Chaired the City of Modesto's Fees Task Force committee. Developed and monitored division budgets (Operating & CIP) and workflow. Secured CMAQ, STP, SR25 grants for capital projects. Developed the ARRA-2009 (Stimulus Package) projects proposal. Developed county-wide

MINAGAR & ASSOCIATES, INC.

Traffic/Civil/Electrical Engineering - ITS- Transportation Planning - CEM Consultants

JENNY TRAN, BSCE

EXPERIENCE

- **2 Years** Professional Experience

EDUCATION

- **University of California, Irvine**, BSC&E Civil & Environmental Engineering

EXPERTISE

- **Traffic & Transportation Engineering**
- **Traffic Impact & Parking Studies**
- **Feasibility Studies**
- **Transportation Planning**
- **Traffic Signal Timing**
- **Highway Capacity**
- **Safety Assessment**
- **VMT & GHG Analysis & Assessment**

RELATED SKILLS

- Use of various Traffic Engineering and Transportation Planning software:
HCS, SYNCHRO, SimTraffic
- AUTOCAD & MicroStation
- Advanced Surveying
- Highway Design (InRoads, CaiCe)
- ArcGIS
- MATLAB 2018, SketchUp, SolidWorks 2018, Stella, Spartan

SYNOPSIS of PROFESSIONAL EXPERIENCE

- Engineering Assistant for the Preparation of Traffic Signal Modification, Interconnect Plans and Fiber Optic Systems for the City of Chino. Performed field investigations followed up by utilizing ACAD 2020 computer software for the base Engineering Plans
- Prepared a Left Turn Traffic Signal Warrant Assessment by Utilizing CA MUTCD Standards for the Intersection of Schaefer at Roswell for the City of Chino, CA
- Prepared a Traffic Signal Warrant Assessment by Utilizing CA MUTCD Standards for the Intersection of 7th Street at Valley Blvd. for the City of Colton, CA
- Engineering Assistant for the Evacuation Plan Improvement Traffic Study utilizing Synchro 10.0 Micro-computer Modeling and Sim Traffic Micro-computer Simulation for 5 Wildfire and 1 Tsunami Evacuation Plans via Pacific Coast Highway City of Malibu
- Prepared a Traffic Signal Warrant Assessment by Utilizing CA MUTCD Standards for the Intersection of San Bernardino Ave. at Sycamore Street for the City of Colton, CA
- Prepared a Traffic Signal and Stop Sign Warrant Assessment by Utilizing CA MUTCD Standards for the Intersection of "C" Street at Meridian for the City of Colton, CA
- Prepared a Technical Memo for Federal/State and City ADA Compliance at the Existing Handicap Ramps at the Two Signalized Intersections of Roswell at Schaefer and Pipeline at Schaefer in the City of Chino, CA
- Prepared a Technical Memo for the Establishment of Policies and Procedures for Red-Curb Zones within the Residential and Commercial Areas for the City of Gardena, CA
- Prepared a Traffic Impact Study for the Proposed Retail/Commercial Center at 81933 Indio Blvd for the City of Indio. Analyzed the Potential Impacts of the Proposed Project on the Existing and Future Capacity and Operations of the 6 Existing Signalized Intersections.
- Prepared a Traffic Impact Study for the Proposed Retail/Commercial Center at Jefferson Ave at Varner for the City of Indio. Analyzed the Potential Impacts of the Proposed Project on the Existing and Future Capacity and Operations of the 6 Existing Signalized Intersections.
- Prepared a Traffic Impact Study for the Proposed Bloomington Truck Stop within the Bloomington Unincorporated area of San Bernardino County for the County of San Bernardino. Analyzed the Potential Impacts of the Proposed Project on the Existing and Future Capacity and Operations of the 15 Existing Signalized Intersections as well as 4 Future Intersections. Analyzed the Capacity and Operations of the 17 intersections utilizing Synchro 10.0 & HCS 2000+ software.

MINAGAR & ASSOCIATES, INC.

Traffic/Civil/Electrical Engineering - ITS- Transportation Planning - CEM Consultants

JENNY TRAN, BSCE

Page 2

SYNOPSIS of PROFESSIONAL EXPERIENCE CONTINUED:

- Prepared a Technical Memo for the Development and Establishment of VMT (Vehicle Miles Travelled) for the Transportation Impact Analysis of the CEQA Requirement based upon the Senate Bill (SB) 743 for the City of Colton, CA
- Prepared a Traffic Signal Warrant Assessment by Utilizing CA MUTCD Standards for the Intersection of Olive Street at Meridian for the City of Colton
- Prepared a Traffic Impact Study for Commercial Center and a Focused Driveway Feasibility Analysis for the City of Clovis in Central California, Clovis, CA
- Prepared a Traffic Impact Study for the Gateway Plaza for the City of Tracy in Northern California, Tracy, CA
- Prepared the VMT (Vehicle Miles Traveled) Analysis and Assessment for the Pennsylvania Avenue Widening Project for the City of Beaumont, Beaumont, CA
- Assisted in the Preparation of the Traffic Operation Analysis Report (TOAR) document for the Pennsylvania Avenue at I-10 Freeway Interchange Improvements for the State of California Department of Transportation (Caltrans District 8), Beaumont, CA
- Prepared Traffic Control Plans (TCP) for the Metropolitan Water District of Southern California (MWD) Orange County Feeder Extension Pipeline Realignment in the Cities of Costa Mesa and Newport Beach for the Cities of Costa Mesa and Newport Beach and MWD.
- Prepared Traffic Control Plans (TCP) for the Metropolitan Water District of Southern California (MWD) Orange County Feeder Blow-off Valve Rehabilitation – Upper Newport Bay on Jamboree Road for the City of Newport Beach for the City of Newport Beach and MWD.
- Prepared a Traffic Signal Warrant Assessment for the intersection of Magnolia Ave at Vermont Ave. and Union Pacific Railroad Tracks for the Cities of Gardena, Los Angeles and Union Pacific Railroad Company. The project was fully fund by the Los Angeles County MTA (Metro).
- Prepared a Technical Memo for the ADA Requirements and compliance with the City of Chino's New Ordinance, Caltrans and the Federal Requirements of the two intersection of Schaefer Ave at Pipeline and Schaefer Avenue at Roswell Ave for the City of Chino, CA
- Prepared a traffic Impact Study and Parking Survey for the Learning Academy in the City of South Gate, South Gate, CA

MINAGAR & ASSOCIATES, INC.

Traffic/Civil/Electrical Engineering - ITS- Transportation Planning - CEM Consultants

MICHELLE NGUYEN, BSC&E

EXPERIENCE

- **2 Years** Professional Experience

EDUCATION

- **University of California, Irvine, BSC&E Civil & Environmental Engineering**

EXPERTISE

- **Traffic & Transportation Engineering**
- **Signing & Striping**
- **Traffic Control Analysis**
- **Transportation Planning**
- **Traffic Signal Timing**
- **Highway Capacity**
- **Safety Assessment**
- **VMT Analysis & Assessment**

RELATED SKILLS

- Use of Various Traffic Engineering and Transportation Planning Software:
 - HCS
 - Synchro 10
 - SimTraffic
 - TransCAD
- AutoCAD 2020
- ArcGIS
- MATLAB
- SketchUp
- SOLIDWORKS

SYNOPSIS OF PROFESSIONAL EXPERIENCE

- Prepared the 2020 Engineering & Traffic Survey (E & TS) Report for 131 street segments the City of Pomona, CA
- Prepared a Technical Memo Regarding Electrical Vehicle (EV) Charging Station for the City of South Gate, CA
- City of Costa Mesa
 - Assessed Current and Potential Speed Humps and Traffic Calming Measures
 - Drafted Signing & Striping Plans for Street Improvement Project Complying with 2014 CA MUTCD and Caltrans Standard Plans & Standard Specification 2018
 - Prepared Work Orders for Street Maintenance
 - Conducted Stop Sign & Traffic Signal Warrant Analysis by Utilizing 2014 CA MUTCD
 - Performed Field Investigations into Service Requests Regarding the Operation of Traffic Signals
 - Investigated Citizen Request for Speeding Countermeasures
 - Verified the Recommended Posted Speed for the City's 2018 Engineering and Traffic Survey
 - Inventoried and Prepared a Citywide Posted Speed Signs Map
 - Prepared an Updated Citywide Average Daily Traffic Map for the Year 2019
 - Prepared an In-Kind Service Report from the Orange County Transportation Authority for funding of a Traffic Signal Synchronization Project for Harbor Boulevard
 - Performed Testing of Emergency Vehicle Preemption (EVPs) at Applicable Intersections Citywide
- City of Anaheim
 - Conducted a Field Survey of road side units and on board units along Harbor Blvd & Anaheim Blvd to Test the Interoperability Among Different Vendors

MINAGAR & ASSOCIATES, INC.

ITS –Traffic/Civil/Electrical Engineering -Transportation Planning – CEM Consultants

SERGE S. TAVOUR

EDUCATION

- **Tehran Institute of Technology**, Civil Engineering

PROFESSIONAL EXPERIENCE

- **26 years** of Engineering Land Surveying and Pure Civil Engineering Design

LAND SURVEYING EXPERIENCE:

Key projects:

- Surveying work - Topographic surveys, boundary surveys and staking.
- Survey and Street Design – HSIP Federal Project for Verdugo Street, Burbank CA.
- Survey and Street Design – HSIP State Project for Verdugo Street Bike Lane Extension, Burbank CA.
- Designed Base project survey for Caltrans - Route 66
- Traffic control plans – Modesto, CA.
- Prepared plans for numerous traffic signal and traffic control applications, signing and striping
- Created plans and profile and design modify curb returns

CIVIL DESIGNER EXPERIENCE:

Key projects:

- Traffic Control Plan – La Habra, Irvine, Laguna Niguel, Brea, Costa Mesa , CA
- Street Improvement Plan – Costa Mesa, CA
- Water Line – La Habra, CA
- Retaining wall- Moulton Parkway
- Utility plans- Caltrans I-5 widening project

Project Designer

Key projects:

- Andalucia Apartment Complex – Mission Viejo, CA
- Sun City Shopping Center – Sun City, CA
- Dos Lagos Golf Course – Corona, CA

Project Designer

Key projects:

- Madison Single Family Housing – Irvine, CA
- Whispering Heights Single Family Housing – Riverside, CA
- Westborne single family housing – Irvine, CA

Project Designer

Key projects:

- Granada Hills Townhouses – Granada Hills, CA
- Housing Tract Project – Riverside, CA
- Townhouse Project - Bellflower, CA
- Talega Golf Course Driving Range – San Clemente, CA
- Royal Cabinets – Pomona, CA
- Commercial Warehouse – City of Industry, CA

Designed, per contract, specifications for a variety of projects:

- Traffic improvement plans
- Bike pad improvement plans
- Railroad track improvement plans and profiles
- Land field grading plans
- Commercial, residential, and industrial precise & rough grading plans
- Street, sewer, and water improvement plans

Senior CADD Operator

- SCRRRA (Metrolink) Commuter Rail Project

MINAGAR & ASSOCIATES, INC.

Traffic/Civil/Electrical Engineering - ITS- Transportation Planning - CEM Consultants

ADAM BASRAWI, BSCE

EXPERIENCE

- **1 Year Professional Experience**

EDUCATION

- **California State Polytechnic University, Pomona, BSCE Civil Engineering**

EXPERTISE

- **Safety & Collision Assessment/Local Roadway Safety Plan (LRSP)**
- **Traffic & Transportation Engineering**
- **Traffic Impact & Parking Studies**
- **Transportation Planning**
- **Traffic Signal Timing**
- **Highway Capacity**

RELATED SKILLS

- Use of various Traffic Engineering and Transportation Planning software:
 - HCS, SYNCHRO, SimTraffic
- AUTOCAD & MicroStation
- Advanced Surveying
- Highway Design (InRoads, CaiCe)
- Civil 3D
- MATLAB 2018
- Adobe Photoshop & Adobe Illustrator

SYNOPSIS of PROFESSIONAL EXPERIENCE

- Project Engineer for the Preparation of the Local Roadway Safety Plan (LRSP) for the City of Huntington Park in Los Angeles County
- Project Engineer for the Preparation of the Local Roadway Safety Plan (LRSP) for the City of Guadalupe in Santa Barbara County
- Engineering Assistant for the Preparation of the 2021 City of Santa Fe Springs Citywide Engineering & Traffic Survey for 115 Street Segments, analyzed traffic collisions from SWITRS and UC Berkeley TMS data sources
- Engineering Assistant for the Preparation of the 2021 City of South Gate Citywide Engineering & Traffic Survey for 49 Street Segments, analyzed traffic collisions from SWITRS and UC Berkeley TMS data sources
- Performed over a dozen Traffic Signal & Stop Sign Warrant Assessment for the City of Colton, CA
- Prepared a Channelizers Feasibility Study for the Chandi Square Project for the City of Indio, CA
- Prepared a Modification of Curb Markings for the City of Colton, CA
- Prepared a Traffic Impact Analysis for a Proposed Distribution Center/Warehouse for the City of La Mirada, CA
- Prepared the Traffic Impact Analysis for My Kkids for the City of South Pasadena, CA
- Prepared a Truck Turning Template at La Cadena & M Street for the City of Colton, CA
- Evaluated the Existing Union Pacific Railroad At-grade Crossing at Magnolia and Vermont Ave for the City of Gardena, CA
- Performed a Protected Left Turn Phase Traffic Signal Warrant Assessment for the Intersection of 1st St and Beaumont Ave for the City of Beaumont, CA
- Conducted a Parking Study for the City of Hermosa Beach, CA
- Performed a Traffic Impact Study and a Parking Study for the Proposed JetSuite Relocation at John Wayne Airport, Santa Ana & Costa Mesa, CA
- Performed a Crosswalk and Stop Sign Assessment for the City of Gardena, CA
- Conducted Field Measurements for the Proposed Electric Vehicle Charging Station Designs for the City of South Gate, CA
- Conducted a Traffic Impact Analysis and Vehicle Miles Traveled for a Proposed Lolo's Hacienda Bed & Breakfast Inn for the City Temecula, CA
- Performed a Protected Left Turn Phase Traffic Signal Warrant Assessment for the Intersection of 6th St and Beaumont Ave for the City of Beaumont, CA

Appendix C:
Preliminary Environmental Study (PES) Form
and Categorical Exclusion (CE) Process
Flowchart



Caltrans Preliminary Environmental Study (PES) Form and Categorical Exclusion (CE) Process Flowchart





MINAGAR & ASSOCIATES, INC.

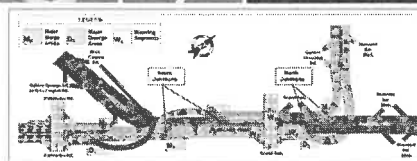
ITS - Traffic/Civil/Electrical Engineering - Transportation Planning - Homeland Security - CEM

	2019	Winner of the Orange County Engineering Council's Outstanding Service Award	
	2016	Winner of the ASCE's Outstanding Civil Engineer in the Private Sector Award in the State of California	
	2016	Winner of the ASCE Los Angeles Section's Outstanding Civil Engineer in the Private Sector Award	
	2016	Winner of the ASCE Orange County Chapter's Outstanding Civil Engineer in the Private Sector Award	
	2016	Certificate of Recognition for Dedication to Support the ELTP Program by Los Angeles County MTA/Metro	
	2016	Winner of the Orange County Engineering Council's Outstanding Engineering Service Award	
	2015	Orange County Business Journal's 2015 Excellence in Entrepreneurship Award Nominee	
	2014	Orange County Business Journal's 2014 Excellence in Entrepreneurship Award Nominee	
	2012	Winner of Cal-EPA/California Air Resources Board's Cool California Climate Leader	
	2011	Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles	
	2011	Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles	
	2010	Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles	
	2009	Winner of the ASCE's Outstanding Private Sector Civil Engineering Project in Metropolitan Los Angeles	
	2009	Winner of the Caltrans' 2009 Excellence in Transportation Award in the State of California	
	2007	Winner of the ASCE's Outstanding Public/Private Sector Civil Engineering Project in Metropolitan Los Angeles	
	2005	Winner of the APWA's Best Traffic Congestion Mitigation Project of the Year in Southern California	
	2004	Top Nominee of Transportation Foundation's Highway Management Program in the State of California	
	2003	Winner of the PTI's Best Transportation Technology Solutions Award in the United States	
	2002	Winner of the ITS-CA's Best Return on Investment Project Award in the State of California	
	2000	Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles	



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- ITS (Intelligent Transportation Systems)
- Civil/Electrical Engineering
- Homeland Security
- Construction Engineering Management



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Web: www.minagarinc.com

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ITEM NO. 9



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

March 15, 2022

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM ANNUAL EXPENDITURE PLAN FOR FY 2022-23

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for FY 2022-23.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 21, 2020, the City Council authorized the City Manager to sign the Los Angeles County (County) Safe, Clean Water (SCW) Program Transfer Agreement. The Municipal Program is designed to maximize the ability of the City to address local stormwater and urban runoff challenges and opportunities.

Annual Plans are due April 1st of each year for the upcoming Fiscal Year. The intent of this plan is to provide a description of projects, programs, Operation and Maintenance and other activities that are funded through this program. Projects and programs presented in the expenditure plan are required to include water quality benefits. Multi-benefit projects and nature-based solutions are also highly encouraged. The plan includes the expected budget of estimated expenditures, overview of benefits achieved, achievement of the City project/program goals, work schedule, completion date and other objectives that will demonstrate the City's use of funds.

Staff's recommendation is for the approval for funding of stormwater related projects and programs are shown on the following table:

Section	Description	Amount
A-1	Design of water quality, multi-benefit and nature-based solutions Green Street Project – Salt Lake Avenue south of Walnut Street	\$168,040
A-2	A. IC Inspections/MS4 Permit (West & Associates Engineering, Inc)	\$101,760
	B. CIP Re-Evaluation for Stormwater Improvements Program (West & Associates Engineering, Inc)	\$16,240
A-3	A. Nationwide Environmental Services (Catch Basin Cleaning)	\$68,110
	B. Nationwide Environmental Services (Street Sweeping)	\$70,850

CONSIDERATION AND APPROVAL OF LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM ANNUAL EXPENDITURE PLAN FOR FY 2021-22

March 16, 2021

Page 2 of 4

A-4	Stakeholder and Community Outreach	\$5,000
A-5	Post Construction Monitoring	\$0
	Total =	\$430,000.00

Upon approval of the recommended actions, staff will proceed to upload the detailed information on the Safe, Clean Water Program's website, as this is the new process to submit the annual expenditure report moving forward.

LEGAL REQUIREMENT

18.06 - Municipal Program Implementation.

- A. The Municipal Program shall be implemented in accordance with the provisions of this Section.
- B. Each Municipality receiving Municipal Program funding from the SCW Program shall perform the following functions as part of the Municipal Program:
 1. Prioritize the development of Projects that, to the extent feasible, assist in achieving compliance with the MS4 Permit.
 2. Prepare, prior to the start of that Municipality's fiscal year, a plan for how SCW Program funds will be used in the ensuing fiscal year.
 3. Comply with all SCW Program reporting and audit requirements, and provide to the District additional financial and other information, as required by the SCW Program or upon request of the District.
 4. As part of the Municipal Program planning process, consider Municipal-level requests for Projects from eligible Infrastructure Program Project Applicants.
 5. At least annually, prepare and provide to the public informational materials containing up-to-date information on the Municipality's actual and budgeted use of revenues from the SCW Program.
 6. Operate in accordance with best practices for government agencies.
 7. Be strictly accountable for all funds, receipts, and disbursements by the Municipality.
 8. Identify or establish, and then execute, a plan to engage with Stakeholders in the planning process for use of the Municipal Program funds during the planning and implementation of Projects and Programs.
 9. Comply with all Transfer Agreement requirements.
 10. Prepare a vector minimization plan addressing vector considerations for the design, operation, and maintenance of each Project.
- C. Maintenance of Effort.
 1. A Municipality must spend at least seventy percent (70%) of its Municipal Program funds annually on eligible expenses related to Projects or Programs implemented on or after November 6, 2018, which also includes operations and maintenance of Projects built to comply with the MS4 Permit, so long as the Project complies with Municipal Program requirements.
 2. Up to thirty percent (30%) of a Municipality's Municipal Program funds may be used to pay for costs and expenses incurred on or after November 6, 2018, related to the continuation of Programs implemented or the maintenance of Projects implemented prior to November 6, 2018.
- D. Municipal Program Annual Progress/Expenditure Reports.

CONSIDERATION AND APPROVAL OF LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM ANNUAL EXPENDITURE PLAN FOR FY 2021-22

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1. Each Municipality shall prepare and submit an annual report to the District, not later than six months after the end of that Municipality's fiscal year.
2. The annual report shall include the following information:
 - a. A summary of the expenditures and Water Quality, Water Supply, and Community Investment Benefits realized through use of SCW Program funds;
 - b. The amount of SCW Program funds expended;
 - c. Documentation that the SCW Program funds were used for eligible expenditures;
 - d. A description of work accomplished during the reporting period;
 - e. The milestones or deliverables completed/submitted during the reporting period;
 - f. The work anticipated to be accomplished during the next reporting period;
 - g. Photo documentation of the above, as appropriate;
 - h. Additional information as required by the District; and
 - i. A description of the Municipality's stakeholder-engagement activities during the reporting period, including documentation, as appropriate.
3. The District shall review each Municipality's annual report to make a preliminary determination of whether and the extent to which each Municipality's expenditures achieved SCW Program Goals, and the District shall forward its preliminary determination to the ROC.
4. The ROC shall review the Municipalities' annual reports after the District has completed its preliminary determination, to evaluate whether and the extent to which the Municipalities' expenditures achieved SCW Program Goals and develop recommendations as appropriate. The ROC shall report its findings and recommendations to the Board and provide copies to the respective Municipalities. (Ord. 2019-0042 § 11, 2019.)

FISCAL IMPACT/FINANCING

Under the SCW Municipal Program, 40% of the funding is allocated to cities as local return with maximum flexibility. Eligible activities include project development, design, construction, effectiveness monitoring, operations and maintenance, programs and studies related to protecting and improving water quality. The City will receive direct funding via the Municipal Program proportional to the revenues generated within our boundaries.

The following table includes past allocations and actual amounts received.

Fiscal Year	Budgeted Amount	County Allocation	Unspent
2020-21	\$365,850	\$419,513.82*	\$184,013.82
2021-22	\$393,960	\$428,492.25**	\$186,150.00
2022-23	\$430,000	\$430,000.00***	\$0.00

* Payment Reference # GAX-PW-21000005444

** Payment Reference # TS31185327

*** Projected County Revenues

**CONSIDERATION AND APPROVAL OF LOS ANGELES COUNTY SAFE, CLEAN
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SCW Program payments distributed to the City shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the City only for eligible expenditures consistent with the requirements of the SCW Program.

CONCLUSION

Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ITEM 10



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

March 15, 2022

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA
90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO RETAIN CABRERA CAPITAL MARKETS, LLC AS SOLE BOND UNDERWRITER, JONES HALL AS BOND AND DISCLOSURE COUNSEL, NHA ADVISORS AS MUNICIPAL ADVISOR TO HELP THE CITY ISSUE LEASE REVENUE BONDS AS SECURED BY MEASURE S REVENUES FOR THE PURPOSE OF RENOVATING AND IMPROVING THE CITY'S AQUATIC CENTER AND EVALUATE AND ANALYZE OTHER POTENTIAL BOND RELATED FINANCINGS

IT IS RECOMMENDED THAT CITY COUNCIL:

Adopt Resolution No. 2022-09 to Authorize the City of Huntington Park to issue Lease Revenue Bonds ("the bonds") as secured by Measure S sales tax revenues for the purpose of renovating and improving the city's aquatic center and hire the above referenced finance team to execute the issuance of the bonds and analyze other potential bond related financings.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 5, 2018, voters of the City of Huntington Park approved Measure S, which raised the City's sales tax rate by one cent (\$0.01) to fund general city purposes.

As outlined in the text of Measure S, the purpose of the measure was to:

"Maintain and improve services such as 911 emergency services, public safety, senior services, community programs and prevent significant cuts to essential services, by funding general City services including hiring additional police personnel, maintaining anti-gang and graffiti efforts, youth and after-school parks and recreation services, expanding and improving City parks, fixing City streets and public infrastructure."

As such, the City plans to commence a renovation and improvement project for the City's Aquatic Center for which it will need to issue bonds.

ADOPT RESOLUTION NO. 2022-__ AUTHORIZING THE CITY TO RETAIN CABRERA CAPITAL MARKETS, LLC AS SOLE BOND UNDERWRITER, JONES HALL AS BOND AND DISCLOSURE COUNSEL, NHA ADVISORS AS MUNICIPAL ADVISOR TO HELP THE CITY ISSUE LEASE REVENUE BONDS AS SECURED BY MEASURE S REVENUES FOR THE PURPOSE OF RENOVATING AND IMPROVING THE CITY'S AQUATIC CENTER AND EVALUATE AND ANALYZE OTHER POTENTIAL BOND RELATED FINANCINGS

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Furthermore, as municipal bond market rates remain favorable, the City has the opportunity to issue bonds as secured by Measure S at reasonable interest rates. The City is expecting to issue approximately \$35 million to fund the Aquatic Center renovation and improvement project.

PROJECT BACKGROUND

The City proposes to construct a new 30,000 square foot, two-story, state-of-the-art aquatic center and related facilities including but not limited to a new Olympic size pool (50-meter pool), locker rooms, showers, saunas, gym/exercise room (overlooking the swimming pool from the second floor), conference rooms, multi-purpose room, public restrooms and related amenities, hereinafter referred to as "Aquatic Center". In addition, the City proposes to construct, install and provide a new playground, football field, along with façade modifications to a separate existing building and related infrastructure modifications at and to existing Salt Lake Park facilities, which will augment, compliment and accommodate the Aquatic Center.

FISCAL IMPACT/FINANCING

As is the case with any municipal bonds issued by the City, the City will carry the obligation to pay the principal and interest on the bonds. The cost of issuing bonds and other bond related fees will be paid from bond proceeds. An estimated summary of the proposed structure and debt service of the bonds is outlined below.

Lease Revenue Bonds - Measure S (Uninsured)*		
Rates as of:	3/9/2022	
Delivery Date:	6/30/2022	
	20-Year Amortization	30-Year Amortization
Project Fund Deposit	\$35,000,000	\$35,000,000
Bond Par Amount	\$35,200,000	\$35,135,000
Original Issue Premium	\$3,004,127	\$2,526,299
Issuer Cost of Issuance	\$300,000	\$300,000
Underwriters Discount	\$352,000	\$351,350
Debt Service Reserve Fund	\$2,551,200	\$2,007,100
True Interest Cost	3.25%	3.57%
Total Debt Service	\$50,971,978	\$60,141,887
Annual Debt Service	\$2,624,791	\$2,044,290

**Estimates based on current market rates*

ADOPT RESOLUTION NO. 2022-__ AUTHORIZING THE CITY TO RETAIN CABRERA CAPITAL MARKETS, LLC AS SOLE BOND UNDERWRITER, JONES HALL AS BOND AND DISCLOSURE COUNSEL, NHA ADVISORS AS MUNICIPAL ADVISOR TO HELP THE CITY ISSUE LEASE REVENUE BONDS AS SECURED BY MEASURE S REVENUES FOR THE PURPOSE OF RENOVATING AND IMPROVING THE CITY'S AQUATIC CENTER AND EVALUATE AND ANALYZE OTHER POTENTIAL BOND RELATED FINANCINGS

March 15, 2022

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CONCLUSION

The issuance of Lease Revenue Bonds will allow the City to renovate and improve the City's Aquatic Center. It is staff's recommendation that the City Council approve the hiring of Cabrera Capital Markets, LLC as Sole Bond Underwriter, Jones Hall as Bond and Disclosure Counsel, and NHA Advisors as Municipal Advisor to further assess and execute the issuance of the Lease Revenue bonds as well as analyze other potential bond related financings.

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Resolution No. 2022-09 Authorizing the city to retain Cabrera Capital Markets, LLC as Bond Underwriter, Jones Hall as Bond and Disclosure Counsel, NHA Advisors as Municipal Advisor to help the city issue lease revenue bonds as secured by Measure S sales tax revenues for the purpose of renovating and improving the city's aquatic center as well as evaluate and analyze other potential bond related financings.

ATTACHMENT "A"

RESOLUTION NO. 2022-09

RESOLUTION OF THE CITY OF HUNTINGTON PARK APPROVING A FINANCING TEAM FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF LEASE REVENUE BONDS SECURED BY MEASURE S REVENUES FOR FUNDING THE PROJECT OF RENOVATING AND IMPROVING THE CITY'S AQUATIC CENTER AND EVALUATE AND ANALYZE OTHER POTENTIAL BOND RELATED FINANCINGS

WHEREAS, the City of Huntington Park (the "City") has previously approved construction of a new 30,000 square foot, two-story, state-of-the-art aquatic center and related facilities including but not limited to a new Olympic size pool (50-meter pool), locker rooms, showers, saunas, gym/exercise room (overlooking the swimming pool from the second floor), conference rooms, multi-purpose room, public restrooms and related amenities, hereinafter referred to as "Aquatic Center"; and

WHEREAS, the City at this time wishes to commence the necessary steps to issue Lease Revenue Bonds secured by Measure S revenues for the purpose of financing the construction of the Aquatic Center ("Aquatic Center Bonds") and to also evaluate and analyze other potential bond related financings or refundings on behalf of the City ("Future Bonds"); and

WHEREAS, the City wishes at this time to approve the financing team for the purpose of issuing the Aquatic Center Bonds and to evaluate and analyze the issuance of Future Bonds; and

WHEREAS, the City hereby authorizes and directs the financing team to take all steps necessary and required to issue the Aquatic Center Bonds.

NOW, THEREFORE, the City of Huntington Park does hereby resolve as follows:

SECTION 1. The City hereby approves the following consultants and attorneys (collectively the "Financing Team") for the purpose of issuing the Aquatic Center Bonds:

Cabrera Capital Markets, LLC as sole bond Underwriter
Jones Hall as Bond and Disclosure Counsel
NHA Advisors as Municipal Financial Advisor

The City Manager is authorized to negotiate the appropriate retainer or engagement agreements with the above parties for the purpose of delivering all necessary documents to effectuate the issuance of the Aquatic Center Bonds.

SECTION 2. The Finance Team is also hereby directed to evaluate and analyze the issuance of Future Bonds and bring back to the City and City Council recommendations for other bond issuances or refunding opportunities. By authorizing the Financing Team to take such action, the City is under no obligation to accept or approve the recommendations for Future Bond transactions.

SECTION 3. This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

APPROVED AND ADOPTED this 15th day of March, 2022 by members of the City Council of the City of Huntington Park.

CITY OF HUNTINGTON PARK

Graciela Ortiz, Mayor

ATTEST:

APPROVED AS TO FORM:

Eduardo Sarmiento, City Clerk

Arnold M. Alvarez-Glasman, City Attorney