

# **CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda**

**Tuesday, January 17, 2023**

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

**Eduardo “Eddie” Martinez**  
Mayor

**Marilyn Sanabria**  
Vice Mayor

**Karina Macias**  
Council Member



**Graciela Ortiz**  
Council Member

**Arturo Flores**  
Council Member

All agenda items and reports are available for review in the City Clerk's Office and [www.hpca.gov](http://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](mailto:publiccomment@hpcg.gov) or [Esarmiento@hpcg.gov](mailto: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](http://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](http://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 Eduardo "Eddie" Martinez  
Vice Mayor Marilyn Sanabria  
Council Member Arturo Flores  
Council Member Karina Macias  
Council Member Graciela Ortiz

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **PRESENTATION(S)**

1. NATIONAL HUMAN TRAFFICKING PREVENTION MONTH
2. NATIONAL EYE CARE MONTH

## **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 – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
Annette Morasch v. City of Huntington Park  
Los Angeles Superior Case No. 21STCP02084

## **CLOSED SESSION ANNOUNCEMENT**

### **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered 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.

## **CITY CLERK**

### **1. CITY COUNCIL MEETING MINUTES**

RECOMMENDED THAT CITY COUNCIL:

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

1. Regular Successor Agency held December 20, 2022
2. Regular City Council Meeting held December 20, 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 authorizing the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

**FINANCE**

**3. CHECK REGISTERS**

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated January 3, 2023;
2. Approve Accounts Payable and Payroll Warrant(s) dated January 17, 2023

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**POLICE DEPARTMENT**

**4. APPROVE FY 2022-23 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AGREEMENT AND ACCEPT GRANT FUNDING**

RECOMMENDED THAT CITY COUNCIL:

1. Approve and accept funding for the Police Department provided by the State of California Office of Traffic Safety (OTS) through the Selective Traffic Enforcement Program (STEP), totaling \$50,000 for FY 2022-23;
2. Authorize the City Manager to execute the Standard Agreement for Selective Traffic Enforcement Program (STEP) between the City of Huntington Park and the State of California Office of Traffic Safety (OTS); and
3. Authorize estimated revenues and approve a budget appropriation in the amount of \$50,000 to the respective accounts detailed in the fiscal impact section of this report; and
4. Authorize the Chief of Police to execute the work and objectives outlined in the agreement

**PARKS AND RECREATION**

**5. RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DODGERS DREAMTEAM PROGRAM GRANT FROM THE LOS ANGELES DODGERS FOUNDATION FOR THE 2023 BASEBALL AND SOFTBALL SEASON AT SALT LAKE PARK.**

RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution authorizing the acceptance of the Dodgers Dreamteam Grant from the Los Angeles Dodgers Foundation for the 2023 Baseball season at Salt Lake Park; and
2. Authorize the City Manager to execute all related grant documents.

#### **COMMUNITY DEVELOPMENT**

**6. CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH ROSS DRESS FOR LESS, INC.**

RECOMMENDED THAT CITY COUNCIL:

1. Approve an Agreement with Ross Dress For Less LLC; and
2. Authorize the City Manager to negotiate and execute the final terms of the Agreement.

**7. 2023 CONTRACT FOR GA TECHNICAL SERVICES TO PROVIDE MAINTENANCE SERVICES TO THE T2 SYSTEMS PARKING MACHINES LOCATED ON PACIFIC BOULEVARD**

RECOMMENDED THAT CITY COUNCIL:

1. Approve a 1-year sole source maintenance contract with GA Technical Services to maintain the T2 Parking System.

**8. AUTHORIZATION TO OPEN THE RITA PARKING STRUCTURE FOR PUBLIC PARKING**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize City staff to reopen the Rita Parking structure for a period of 90 days and evaluate parking use.

**9. CONSIDERATION AND APPROVAL TO PROVIDE A THREE (3) YEAR CONTRACT EXTENSION TO GLOBAL URBAN SOLUTIONS, INC. FOR PROFESSIONAL SERVICES RELATED TO CALHOME GRANT ADMINISTRATION**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a three (3) year extension for professional services related to the CalHome grant administration and;
2. Authorize the City Manager to execute the extension agreement.

## FINANCE

### 10. **CONSIDERATION AND APPROVAL OF THE MID-YEAR BUDGET REVIEW AND SPENDING APPROPRIATIONS RESOLUTION FOR FISCAL YEAR 2022-23**

RECOMMENDED THAT CITY COUNCIL:

1. Approve the FY 2022-23 Mid-Year Budget Review and Spending Appropriations.
2. Adopt Resolution authorizing the appropriations requested in the Mid-Year Budget Review and Spending Appropriations request for FY 2022-23.

### 11. **RECONSTRUCTION OF ACCOUNTING RECORDS (ROAR CIP PROJECT #2022-08)**

RECOMMENDED THAT CITY COUNCIL:

1. Approve creation of CIP Project #2022-08 titled "ROAR" (Reconstruction of Accounting Records) and add it to the CIP Budget schedule.
2. Authorize the City Manager to enter into contract with an appropriate CPA / consulting firm on "sole source" basis, due to specialized expertise and voluminous effort to reconstruct delinquent accounting, bank reconciliations, and to perform all accounting work, subsidiary ledgers, and audit schedules. The deliverables expected from consultant includes a month-by-month closing of the books, reconciliation of cash, and the ultimate preparation of a final year-end June 30<sup>th</sup> Trial Balance along with all PBCs (Provided by Client schedules), to facilitate the work of the City's independent auditors to ensure a "turn-key" closing of the books to obtain clean Audit Opinion Letter for each of the four fiscal years, to achieve the **City Manager and City Council priority of completing this Reconstruction of Accounting Records (ROAR) CIP Project in 12 to 13 months.**
3. Approve Resolution authorizing a "not to exceed" \$450,000 budget for the "ROAR" (Reconstruction of Accounting Records) CIP Project #2022-08.

## CITY CLERK

### 12. **WAIVE FURTHER READING AND ADOPT RESOLUTION RECITING THE FACTS OF THE CONSOLIDATED MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022**

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution reciting the facts of the Consolidated Municipal Election Held on November 8, 2022, Declaring the Results thereof as Provided by Law.

## **PUBLIC WORKS**

### **13. CONSIDERATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014) AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT**

RECOMMENDED THAT CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Adopt the 100% completed plans, specifications and engineer's estimate for CIP 2018-11 ATP Cycle VI Project No. ATPL-5150(014); and
3. Authorize staff to proceed with bid advertisement for construction.

### **14. CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)**

RECOMMENDED THAT CITY COUNCIL:

1. 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 2018-11 Active Transportation Program (ATP) Cycle IV Project No. ATPL-5150(014).

### **15. CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 1 AS PART OF CIP 2020-03 COTTAGE RESERVOIR AT WELL 15**

RECOMMENDED THAT CITY COUNCIL:

1. Approve Utility Service Co., Inc.'s Change Order No. 1 in the amount of \$37,289 payable from Account No. 681-8030-461.41-00; and
2. Authorize the City Manager to sign the change order and Finance to process the invoice.

## **END OF REGULAR AGENDA**

## **PUBLIC HEARING**

## **COMMUNITY DEVELOPMENT**

### **16. ADOPTION OF A RESOLUTION OVERTURNING THE PLANNING COMMISSION'S DETERMINATION TO DENY CONDITIONAL USE PERMIT 2021-03, TO ALLOW THE USE OF A USED AUTOMOBILE DEALERSHIP IN CONNECTION WITH PROPERTY LOCATED AT 3420 FLORENCE AVENUE, WITHIN THE COMMERCIAL GENERAL (C-G) ZONE.**

**RECOMMENDED THAT CITY COUNCIL:**

1. Conduct a public hearing;
2. Take public testimony;
3. Receive additional and final comments for or against the project; and
4. Adopt resolution overturning the Planning Commission's determination to deny Conditional Use Permit (CUP) Case No. 2021-03, which allowed for the use of a used automobile dealership in conjunction with property located at 3420 E. Florence Ave, Huntington Park, California (SoCal Cars), within the Commercial General Zone

**END OF PUBLIC HEARING**

**DEPARTMENTAL REPORTS**

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**Council Member Graciela Ortiz**

**Council Member Karina Macias**

**Council Member Arturo Flores**

**Vice Mayor Marilyn Sanabria**

**Mayor Eduardo "Eddie" Martinez**

**ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, February 7, 2023 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](http://www.hpca.gov) not less than 72 hours prior to the meeting. Dated this 13th day of January 2023.



Eduardo Sarmiento, City Clerk

**ITEM NO. 1**

Huntington Park Successor Agency  
Minutes for 12-20-2022 meeting

**MINUTES**  
Regular Meeting of the  
City of Huntington Park Successor Agency  
Tuesday, December 20, 2022

The regular meeting of the Successor Agency to the Community Development Commission of the City of Huntington Park was called to order at 6:11 p.m. on Tuesday, December 20, 2022, in the Council Chambers of City Hall at 6550 Miles Avenue, Huntington Park, California; Chair Karina Macias presiding.

**PRESENT:** Board Member(s): Graciela Ortiz, Karina Macias, Arturo Flores, and Chair Eduardo Martinez.

**ABSENT:** Vice Chair Marilyn Sanabria

**CITY OFFICIALS/STAFF:** Ricardo Reyes, Executive Director; Cosme Lozano, Chief of Police; Araceli Almazan, City Attorney; Steve Forster, Community Development Director; Raul Alvarez, Assistant City Manager, Cesar Roldan, Director of Public Works; Eduardo Sarmiento, City Clerk; Sergio Infanzon, Communications Director.  
**ABSENT:** Cynthia Norzagaray, Director of Parks and Recreation.

**PUBLIC COMMENT**

None

**CLOSED SESSION ANNOUNCEMENT**

None

**REGULAR AGENDA**

**FINANCE**

- 1. RESOLUTION APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 23-24) FOR THE PERIOD OF JULY 1, 2023 TO JUNE 30, 2024 AND THE ADMINISTRATIVE BUDGET FOR FY 2023-24 FOR THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF HUNTINGTON PARK**

**MOTION:** Board Member Ortiz moved to adopt Resolution of the Successor Agency to the Community Development Commission of the City of Huntington Park approving the Recognized Obligation Payment Schedule (ROPS 23-24) and Administrative Budget for the period of July 1, 2023 through June 30, 2024 with the correction to the resolution to correct the name of the chair on the resolution from Graciela Ortiz to Eduardo Martinez the current Successor Agency Chair, seconded by Board Member Macias. Motion carried by unanimous consent.



**AYES:** Board Member(s): Ortiz, Macias, Flores, and Chair Martinez

**NOES:** None

**ABSENT:** Vice Chair Sanabria

**ADJOURNMENT**

At 6:14 p.m. Chair Martinez adjourned the Successor Agency of the City of Huntington Park to a Regular Meeting on Tuesday, January 03, 2022 at 6:00 p.m.

Respectfully Submitted,

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Eduardo Sarmiento, CMC  
Agency Secretary

Huntington Park Regular Meeting  
Minutes for 12-20-2022

## **MINUTES**

Meeting of the  
City of Huntington Park City Council  
Tuesday, December 20, 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 6:14 p.m. on Tuesday, December 20, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Eduardo "Eddie" Martinez presiding.

**PRESENT:** Councilmember(s): Graciela Ortiz, Karina Macias, Arturo Flores, and Mayor Eduardo "Eddie" Martinez.

**ABSENT:** Vice Mayor Marilyn Sanabria

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

### **INVOCATION**

Invocation was led by Mayor Martinez.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Martinez.

### **PRESENTATION(S)**

1. **RECOGNITION OF PACIFIC BLVD. EDUCATOR FOR THIRTY YEARS OF SERVICE**
2. **MAYORS HOLIDAY AWARD DECORATION WINNERS**

### **PUBLIC COMMENTS**

None

### **STAFF RESPONSE**

City Manager Ricardo requested item ten (10) be pulled from the regular agenda. With no objection the City Council pulled item ten (10) from the agenda.

### **CLOSED SESSION**

City Attorney Araceli Almazan stated that it is appropriate to recess to closed

session. Mayor Martinez recessed into closed session at 6:37 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
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(d)(2)

Mayor Martinez reconvened the Council meeting from Closed Session at 7:15 p.m.

### **CLOSED SESSION ANNOUNCEMENT**

City Attorney Almazan reported that the record should reflect that with four Councilmembers present, Councilmembers Ortiz, Macias, Flores and Mayor Martinez all three items in the closed session agenda were discussed. With regard to item number one (1) on the closed session agenda Council was briefed but no reportable action was taken. With regard to item two (2) of the closed session agenda Council was briefed as to the terms of the settlement agreement between CR&R Environmental Services and Huntington Park City Council instructed the City Manager to negotiate the final terms of the settlement agreement with CR&R in the amount of 1.35 million dollars. With regard to item three (3) on the closed session agenda Council was briefed, direction was provided but no final action was taken. This concluded the closed session report.

### **CONSENT CALENDAR**

#### **OFFICE OF THE CITY CLERK**

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

**AYES:** Council Member(s): Ortiz, Macias, Flores and Mayor Martinez

**NOES:** None

**ABSENT:** Vice Mayor Sanabria

#### **1. CITY COUNCIL MEETING MINUTES**

Approve Minute(s) of the following City Council Meeting(s):  
1-1 Regular City Council Meeting held December 6, 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 authorizing the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

**FINANCE**

**3. CHECK REGISTERS**

Approve Accounts Payable and Payroll Warrant(s) dated December 20, 2022

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**CITY MANAGER**

**4. RESOLUTION TO APPROVE COST OF LIVING ADJUSTMENT FOR NON-REPRESENTED EMPLOYEES**

RECOMMENDED THAT CITY COUNCIL:

**MOTION:** Councilmember Macias moved to adopt Resolution approving cost of living adjustment for Non-Represented employees, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores and Mayor Martinez

**NOES:** None

**ABSENT:** Vice Mayor Sanabria

**POLICE DEPARTMENT**

**5. CONSIDERATION TO RENEW AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES AND ACCEPT INCREASE IN COST FOR FY 22 – 23 AND FY 23 – 24**

**MOTION:** Councilmember Ortiz moved to renew the crossing guard services agreement; and authorize the City Manager to finalize and execute the agreement, seconded by Councilmember Flores. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores and Mayor Martinez

**NOES:** None

**ABSENT:** Vice Mayor Sanabria

**6. APPROVAL OF RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS ASSOCIATED WITH THE Cal OES GRANT**

**MOTION:** Councilmember Macias moved to adopt a Resolution authorizing the City Manager as the signatory for the submittal, acceptance and execution of the FY 2022 Cal OES grant program application for the emergency; and authorize the City Manager to execute all documents relative to the Cal EOS Grant, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores and Mayor Martinez

**NOES:** None

**ABSENT:** Vice Mayor Sanabria

At the conclusion of item six (6) Councilmember Ortiz stepped away from the dais.

## **COMMUNITY DEVELOPMENT**

### **7. CONSIDERATION AND APPROVAL TO PROVIDE A ONE (1) YEAR CONTRACT EXTENSION TO INFRASTRUCTURE ENGINEERS INC. FOR PROFESSIONAL ENGINEERING AND BUILDING AND SAFETY SERVICES**

**MOTION:** Councilmember Macias moved to authorize a one (1) year extension for professional engineering and building and safety services with Infrastructure Engineers Inc.; and authorize the City Manager to execute the extension agreement, seconded by Mayor Martinez. Motion carried by unanimous consent.

**AYES:** Council Member(s): Macias, Flores and Mayor Martinez

**NOES:** None

**ABSENT:** Vice Mayor Sanabria

### **8. CONSIDERATION AND APPROVAL OF GUIDELINES FOR THE EMERGENCY RENTAL ASSISTANCE PROGRAM FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT COVID (CDBG – CV) PROGRAM**

**MOTION:** Councilmember Macias moved to approve the Emergency Rental Assistance Program (ERAP) Guidelines from the Community Development Block Grant COVID (CDBG – CV) funds, seconded by Councilmember Flores. Motion carried by unanimous consent.

**AYES:** Council Member(s): Macias, Flores and Mayor Martinez

**NOES:** None

**ABSENT:** Vice Mayor Sanabria

### **9. CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S CDBG AND HOME PROGRAM POLICIES AND PROCEDURES**

**MOTION:** Councilmember Macias moved to approve the Community Development

Block grant (CDBG) and Home Investment Partnership ACT (HOME Program) Policies and Procedures for the administration of the programs, seconded by Councilmember Flores. Motion carried by unanimous consent.

**AYES:** Council Member(s): Macias, Flores and Mayor Martinez

**NOES:** None

**ABSENT:** Vice Mayor Sanabria

**10. CONSIDERATION AND APPROVAL OF RESOLUTION APPROVING THE CALIFORNIA STATEWIDE COMMUNITIES' DEVELOPMENT AUTHORITY (CSCDA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM.**

ITEM 10: It was pulled by the City Manager.

**11. CONSIDERATION AND AUTHORIZATION OF ASSIGNMENT OF CONTRACT FROM CR&R TO VALLEY VISTA SERVICES**

**MOTION:** Councilmember Macias moved to authorize the contract assignment from CR&R Inc. to Valley Vista Services for solid waste handling services; and authorize the City Manager to prepare and execute the assignment, seconded by Mayor Martinez. Motion carried by unanimous consent.

**AYES:** Council Member(s): Macias, Flores and Mayor Martinez

**NOES:** None

**ABSENT:** Vice Mayor Sanabria

**PUBLIC WORKS**

**12. CONSIDERATION AND APPROVAL TO ADAPT THE AS-BUILT STRIPING PLAN FOR THE EASTBOUND AND WESTBOUND SEGMENTS OF RANDOLPH STREET BETWEEN ALAMEDA STREET AND SANTA FE AVENUE.**

**MOTION:** Councilmember Flores moved to approve the Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and approve the adoption of the As-built striping plan for the eastbound and westbound segments of Randolph Street between Alameda Street and Santa Fe Avenue, seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Council Member(s): Macias, Flores and Mayor Martinez

**NOES:** None

**ABSENT:** Vice Mayor Sanabria

**13. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE OF CIP 2019 – 14 ATP CYCLE V PROJECT NO. ATPSB1L – 5150(017)**

**MOTION:** Councilmember Macias moved to award the preparation of Plans, Specifications, and Estimate of CIP 2019 – 14 ATP Cycle V Project No. ATPSB1L-5150(017) to Infrastructure Engineers for a not-to-exceed amount of \$191,420; and allocate \$191,420 from the California Transportation Commission (CTC) into Account No. 202-8080-431.76-23 as City staff seeks reimbursement of state funds as work progresses; and authorize the City Manager to execute the professional services agreement, seconded by Councilmember Flores. Motion carried by unanimous consent.

**AYES:** Council Member(s): Macias, Flores and Mayor Martinez

**NOES:** None

**ABSENT:** Vice Mayor Sanabria

**END OF REGULAR AGENDA**

**PUBLIC HEARING**

**POLICE DEPARTMENT**

**14. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING AMENDMENT TO THE CITY OF HUNTINGTON PARK MASTER FEE SCHEDULE ADOPTING FEES ASSOCIATED WITH PROCESSING CARRY CONCEALED WEAPON (CCW) PERMITS.**

Prior to the public hearing beginning Councilmember Ortiz rejoined the City Council meeting.

No public testimony was given by anyone in the audience or by phone. Mayor Martinez closed the public hearing and the Council proceeded to deliberate on the item.

**MOTION:** Councilmember Ortiz moved to adopt a Resolution adopting fee amounts associated with processing Carry Concealed Weapon (CCW) Permits, as required by State law seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores and Mayor Martinez

**NOES:** None

**ABSENT:** Vice Mayor Sanabria



## **DEPARTMENTAL REPORTS**

City Manager Ricardo Reyes thanked Council for approving the cost of living adjustment for Non-Represented Employees. The total adjustment is 17% over ten years with four and a half percent (4.5%) in 2023. The adjustment will affect 42 classifications in total and 36 employees currently.

Community Development Director and Public Works Director wished everyone a happy holiday.

Police Chief Lozano wished everyone Happy Holidays and thanked staff for all their support. He also thanked the men and women of the Huntington Park Police Department for their efforts.

Communications Director Sergio Infanzon thanked Council for their support and wished everyone Happy Holidays.

## **WRITTEN COMMUNICATIONS**

None

## **COUNCIL COMMUNICATIONS**

Councilmember Ortiz thanked staff and everyone who assisted and participated in successful Holiday Parade. She also thanked staff and everyone who participated in giving out 3000 toys out during the toy give away. She closed by wishing everyone Merry Christmas and a Happy New Year.

Councilmember Macias thanked staff for all their efforts in 2022 and emphasized the team effort that is required to successfully pull off events like the Holiday Parade. She added that she's received positive feedback from the community. She then expressed her hope for an even better year in 2023 and gave a special thanks to Parks and Recreation for the toy give away. She closed by wishing everyone a Happy Holiday and great New Year.

Councilmember Flores thanked the Department Directors, Assistant City Manager and the City Manager for their effort. He expressed amazement with the extra effort to make magic happen for the community. He closed to by wishing everyone Happy Holiday and Happy New Year.

Mayor Martinez thanked staff for an amazing and productive year. He also emphasized the team effort it takes to execute all that goes on in the city. He took time reflect back and reminded everyone of the theme for this holiday season which is to celebrate with kindness. He closed by sharing his gratitude for his wonderful colleagues and closed by remembering the late Councilmember Manuel "Manny" Avila who's spirt will always be with us.

## **ADJOURNMENT**

Mayor Martinez adjourned the meeting at 7:34 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday January 3, 2023 at 6:00 pm

Respectfully submitted,



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Eduardo Sarmiento, City Clerk

**ITEM NO. 2**



# CITY OF HUNTINGTON PARK

City Clerk's Office  
City Council Agenda Report

December 17, 2023

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:**

1. Adopt a Resolution 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.

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**

# ADOPT RESOLUTION AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

January 17, 2023

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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**

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

**ADOPT RESOLUTION AUTHORIZING THE CITY TO IMPLEMENT  
TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361**

January 17, 2023

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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.

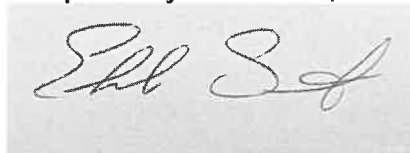
**FISCAL IMPACT/FINANCING**

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.

Respectfully submitted,



EDUARDO SARMIENTO  
City Clerk

**ATTACHMENT(S)**

- A. Resolution 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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**WHEREAS**, City of Huntington Park values and places the highest priority on public safety and protecting its community; and

**WHEREAS**, the City of Huntington Park remains vigilant with federal, state, and county official updates related to COVID-19 because information, orders, and directives continue to change; and

**WHEREAS**, the City of Huntington Park is committed to preserving and nurturing public access and participation in meetings of City Council; and

**WHEREAS**, the Brown Act, Government Code § 54953(e), makes provisions for remote teleconferencing participation in meetings by members of local agencies, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

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



1       **WHEREAS**, California Assembly Bill 361 was signed into law on September 16,  
2       2021 and amended Government Code Section 54953; and

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

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

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

25       **WHEREAS**, Government Code Section 54953(b)(3) provides an alternative to  
26       having public meetings in accordance with Government Code Section 54953(b)(3) when  
27       City Council has reconsidered the circumstances of the COVID-19 state of emergency  
28       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:

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

12      **WHEREAS**, the proposed action is exempt from the requirements of the California  
13      Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section

1 15378(b)(5), in that adopting a Resolution authorizing the City Manager to conduct  
2 teleconferenced public meetings for all City's Committees, Commissions, and Boards,  
3 does not meet CEQA's definition of a "project", because the action does not have the  
4 potential for resulting in either a direct physical change in the environment or a reasonably  
5 foreseeable indirect physical change in the environment, and because the action  
6 constitutes organizational or administrative activities of governments that will not result in  
7 direct or indirect physical changes in the environment and is exempt pursuant to Section  
8 15269(c) of the CEQA Guidelines, as specific actions necessary to prevent or mitigate an  
9 emergency; and

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

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

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

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

18 **SECTION 1.** The City of Huntington Park shall charge the fee amount specified  
19 in Exhibit A – Proposed Fee Changes to the Master Fee Schedule for Fiscal Year  
20 2018-19, attached hereto and incorporated herein by this reference, for each itemized  
21 service listed herein.

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

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

- 28 • 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.

**SECTION 5.** It is hereby proclaimed and ordered that during the existence of said  
local emergency, the powers, functions, and duties of the emergency organization of the  
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.

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

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

14                    **PASSED, APPROVED AND ADOPTED this** 17th day of January 2023.

15                    \_\_\_\_\_  
16 Eduardo Martinez,  
17 Mayor

18        **ATTEST:**

19                    \_\_\_\_\_  
20 Eduardo Sarmiento,  
21 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

January 3, 2023

**City of Huntington Park  
List of Funds**

<b>Fund</b>	<b>Description</b>
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  
1/3/2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	315585-00	111-8024-421.43-10	CIRCUIT REPLACEMENT PD	1,061.00
				<b>\$1,061.00</b>
ACCESS AUTO GLASS LLC	1109	741-8060-431.43-20	WINDSHIELD PD UNIT #973	360.00
				<b>\$360.00</b>
ADLERHORST INTERNATIONAL LLC	108883	111-7010-421.59-15	K-9 HANDLERS COURSE	5,700.00
	109244	111-7022-421.61-24	K-9 FOOD & SUPPLIES	172.40
	109245	111-7022-421.61-24	K-9 FOOD & SUPPLIES	140.08
	109259	111-7022-421.61-24	K-9 FOOD & SUPPLIES	942.81
				<b>\$6,955.29</b>
ALADDIN LOCK & KEY SERVICE	32526	111-8020-431.43-10	KEYS & PADLOCKS FOR PW	205.42
	32627	111-8020-431.43-10	KEYS & PADLOCKS FOR PW	551.62
	32664	111-8020-431.43-20	KEYS FOR PUBLIC WORKS	9.86
	32438	111-8022-419.43-10	SUPPLIES & KEYS CITY HALL	1,162.40
	32644	741-8060-431.43-20	EQUIPMENT LEASE	35.00
				<b>\$1,964.30</b>
ALVAREZ-GLASMAN & COLVIN	2022-08-20480	111-0220-411.32-70	LEGAL SERVICES	141.00
	2022-08-20481	111-0220-411.32-70	LEGAL SERVICES	7,709.00
	2022-08-20482	111-0220-411.32-70	LEGAL SERVICES	4,466.00
	2022-08-20483	111-0220-411.32-70	LEGAL SERVICES	4,617.24
	2022-08-20484	111-0220-411.32-70	LEGAL SERVICES	7,076.00
	2022-08-20485	111-0220-411.32-70	LEGAL SERVICES	2,358.50
	2022-09-20501	111-0220-411.32-70	LEGAL SERVICES	185.00
	2022-09-20503	111-0220-411.32-70	LEGAL SERVICES	235.00
	2022-09-20504	111-0220-411.32-70	LEGAL SERVICES	21,809.89
	2022-09-20505	111-0220-411.32-70	LEGAL SERVICES	10,820.01
				<b>\$59,417.64</b>
AMAZON.COM SERVICES, INC.	1GPG-6QPN-6DWM	111-6010-451.61-20	EVENT SUPPLIES	110.24
	11CC-HN4J-DTT7	111-6010-466.55-50	EVENT SUPPLIES	71.60
	13KQ-4G6R-C3K4	111-6020-451.61-35	CULTURAL ART SUPPLIES	122.34
	19TR-JKCR-DW46	111-6020-451.61-35	CULTURAL ART SUPPLIES	403.42
	19TR-JKCR-DW46	111-6020-451.61-35	EVENT SUPPLIES	403.42
	1GP4-QR96-HMQL	111-6020-451.61-35	CULTURAL ART SUPPLIES	50.70
	1NWH-DY6Y-17XK	111-6020-451.61-35	CULTURAL ART SUPPLIES	170.19
	1N1T-N3FV-1P14	111-6040-451.61-35	ADULT SPORTS SUPPLIES	514.25
	1WQ4-7WCN-4PYJ	111-6065-451.57-46	EVENT SUPPLIES	410.47
	1CHG-V3T4-77FX	239-6060-466.61-20	CDBG AFTER SCHOOL SUPPLIES	579.52
				<b>\$2,836.15</b>
AMTECH ELEVATOR SERVICES	151400992776	111-8022-419.56-41	ELEVATOR MAINTENANCE	972.36
	F-10000053275	111-8022-419.56-41	ELEVATOR SERVICE -CITY HA	225.00
				<b>\$1,197.36</b>
ANGELA CORNEJO	12202022	111-0110-411.66-05	HOLIDAY REIMBURSEMENT	36.00
				<b>\$36.00</b>
ARROYO BACKGROUND INVESTIGATIONS	2903	111-7010-421.56-41	BACKGROUND CHECK	1,000.00
				<b>\$1,000.00</b>

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AT&T	11212022	111-6010-419.53-10	SALT LAKE PARK-CAMERAS	68.84
	11202022	111-9010-419.53-10	COMMUNITY CENTER-INTERNET	70.26
	11222022	111-9010-419.53-10	PUBLIC WORKS YARD-INTERNET	10.00
	11272022	111-9010-419.53-10	RAUL PEREZ- INTERNET	79.54
	11272022	111-9010-419.53-10	FREEDOM PARK-INTERNET	79.54
	11302022	111-9010-419.53-10	SALT LAKE PARK-INTERNET	69.55
	12042022	121-7040-421.56-14	PD INMATE PHONE SVCS	29.93
				<b>\$407.66</b>
AT&T PAYMENT CENTER	11282022	111-7010-421.53-10	PD PHONE SERVICES	3,210.65
				<b>\$3,210.65</b>
AUTO ZONE	4075394837	741-8060-431.43-20	PARTS PD UNIT #186	284.14
	4075426817	741-8060-431.43-20	BRAKES PD UNIT #952	263.16
	4075428005	741-8060-431.43-20	WASHER PUMP PD #918	32.25
	4075428151	741-8060-431.43-20	LUG NUTS PD UNIT #918	49.61
	4075432297	741-8060-431.43-20	SWITCH PD UNIT #130	92.91
	4075432713	741-8060-431.43-20	SPARE TIRES FOR PD	396.90
				<b>\$1,118.97</b>
AY NURSERY INC.	120629	535-8090-452.61-20	PURCHASE OF TREES	435.00
				<b>\$435.00</b>
AZTECA SIGNS	7004	111-0240-466.55-42	BANNERS HOLIDAY PARADE	2,034.02
				<b>\$2,034.02</b>
BENEFIT ADMINISTRATION CORPORATION	6030939-IN	111-2030-413.56-41	FLEX ADMIN FEES	50.00
				<b>\$50.00</b>
BLACK AND WHITE EMERGENCY VEHICLES	4755	111-9010-490.73-10	EQUIPMENT-NEW PATROL CAR	14,992.68
	4753	741-8060-431.74-10	EQUIPMENT FOR PATROL UNIT	14,992.68
	4754	741-8060-431.74-10	NEW EQUIPMENT-PATROL CAR	14,992.68
				<b>\$44,978.04</b>
BOB BARKER COMPANY INC.	INV1847135	121-7040-421.56-14	JAIL/INMATE SUPPLIES	25.68
				<b>\$25.68</b>
CENTRAL BASIN MWD	HP-NOV22	681-8030-461.41-00	IMPORTED WATER MONTH NOV.	147,030.68
				<b>\$147,030.68</b>
CENTRAL FORD	17479	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	564.79
	17139(17065)	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	28.10
	18048	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	763.32
	18160	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	81.96
	18173	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	200.37
	18188	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	56.45
	18391	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	9.26
	18397(18391)	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	9.26
	18693	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	178.17
	18697	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	17.64
	18763	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	45.38
				<b>\$1,954.69</b>
CHARTER COMMUNICATIONS	0467069120722	111-7010-421.53-10	PD INTERNET	1,650.00
	0511379121322	111-7010-421.53-10	ANNEX INTERNET-PD	159.98

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CHARTER COMMUNICATIONS	0514415113022	111-7010-421.53-10	PD BACKUP INTERNET	669.85
	0019175120122	111-9010-419.53-10	CITY HALL INTERNET BACKUP	39.26
	0444795120222	111-9010-419.53-10	CITY HALL INTERNET BACKUP	3,998.00
	0511353121922	111-9010-419.53-10	CITY HALL INTERNET BACKUP	399.94
	0389644120122	121-7040-421.56-14	JAIL AREA- TV SERVICES	356.51
				<b>\$7,273.54</b>
CINDI CAVAX	2526	111-6065-451.57-46	ZUMBA CLASSES FOR SENIORS	560.00
				<b>\$560.00</b>
CODE 5 GROUP LLC	3574	111-7030-421.56-41	RENEWAL ELECTRONIC SERVICE	1,200.00
				<b>\$1,200.00</b>
COLDWATER PROTECTION SERVICES, INC	1209-6550-22-00	111-6010-483.55-35	PARADE SECURITY	8,736.00
				<b>\$8,736.00</b>
COPWARE, INC.	86225	111-7022-421.56-41	OFFICERS LEGAL BOOK	1,725.00
				<b>\$1,725.00</b>
DAPEER, ROSENBLIT & LITVAK	20942	111-0220-411.32-70	CODE ENFORCEMENT MATTERS	1,117.50
				<b>\$1,117.50</b>
DATA TICKET INC.	142044	111-7010-421.61-20	MUNICIPAL CODE FEES	214.50
	145309	111-7065-441.61-20	ANIMAL ENFORCEMENT	93.50
	144496	111-9010-415.56-15	CODE ENFORCEMENT	307.50
				<b>\$615.50</b>
DE LAGE LANDEN	77313173	111-1010-411.59-15	CITY CLERK COPIER	2,196.73
	77924292	111-1010-411.59-15	CITY CLERK COPIER	2,196.73
				<b>\$4,393.46</b>
DEPARTMENT OF JUSTICE	621093	111-7030-421.56-41	FINGERPRINT APPS	164.00
				<b>\$164.00</b>
DUNN EDWARDS CORPORATION	2009A04791	111-8023-451.43-10	PAINT FOR COMM. CENTER	143.76
	2009A04912	111-8095-431.61-50	PAINT GRAFFITI REMOVAL	859.27
				<b>\$1,003.03</b>
EADIE AND PAYNE, LLP	143294	111-3010-415.32-40	AUDIT FINANCIAL STMTS	5,020.00
				<b>\$5,020.00</b>
ELEC NOR BELCO ELECTRIC, INC	14-0726-004	202-8080-431.76-20	ATP CYCLE 3 PROJECT	345,841.92
				<b>\$345,841.92</b>
EXCEL PAVING COMPANY	4-26941	239-8010-431.76-12	SB1 ST. ENHANCEMENT	1,394,524.92
				<b>\$1,394,524.92</b>
EXPRESS TRANSPORTATION SERVICES LLC	HPE12012022	111-0000-362.20-15	FIXED ROUTE TRANSIT SVCS	-2,500.00
	HPE12012022	219-0000-340.30-00	FIXED ROUTE TRANSIT SVCS	-1,527.00
	HPE12012022	219-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	33,778.14
	DAR12012022	219-8085-431.56-45	HP DIAL A RIDE SERVICES	69,183.33
	HPE12012022	220-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	33,778.13
	HPE12012022	222-8010-431.56-43	FIXED ROUTE TRANSIT SVCS	33,778.13
				<b>\$166,490.73</b>
FERGUSON ENTERPRISES INC	2054919	111-8024-421.43-10	PLUMBING SUPPLIES FOR PD	29.87
				<b>\$29.87</b>
GEORGE CHEVROLET	126939C VW	741-8060-431.43-20	MOTOR MOUNTS PD UNIT #952	275.50
	127342C VW	741-8060-431.43-20	DOOR HANDLE PD UNIT #181	502.92

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GEORGE CHEVROLET	127591CVW	741-8060-431.43-20	POLICE UNIT #952	784.93
	127599CVW	741-8060-431.43-20	DOOR PANEL PD UNIT #370	602.05
	127952CVW	741-8060-431.43-20	BRAKE PARTS PD UNIT# 952	256.36
				<b>\$2,421.76</b>
GEORGE DOMINGUEZ	1111443	111-6010-468.55-50	HALLOWEEN EVENT REFUND	175.45
				<b>\$175.45</b>
GLOBAL URBAN STRATEGIES, INC.	280	241-5055-419.56-41	CALHOME CONTRACTUAL SVCS	11,890.81
				<b>\$11,890.81</b>
GLORIA'S RESTAURANT, INC.	11302022	239-0280-490.51-03	CDBG-CV SENIOR MEALS	9,828.00
				<b>\$9,828.00</b>
GRAINGER	9494203590	111-8024-421.43-10	PARTS FOR PD GATE	220.31
	9527425848	221-8014-429.61-20	CRANE TRUCK PART	118.68
	9528473789	221-8014-429.61-20	CRANE TRUCK PART	118.68
	9494203590	741-8060-431.43-20	TAPE FOR FLEET SHOP	-17.67
	9498410001	741-8060-431.43-20	TAPE FOR FLEET SHOP	17.67
	9501092713	741-8060-431.43-20	KEY RINGS FOR FLEET SHOP	3.63
				<b>\$461.30</b>
HAJOCA CORPORATION	S166715061.001	111-8024-421.43-10	PAINT FOR PARK BUILDINGS	176.04
				<b>\$176.04</b>
HASA, INC.	864440	681-8030-461.41-00	WATER MAINTENANCE WELL 14	233.80
	864441	681-8030-461.41-00	WATER MAINTENANCE WELL 18	392.24
	864442	681-8030-461.41-00	WATER MAINTENANCE WELL 12	233.80
				<b>\$859.84</b>
HERNANDEZ SIGNS, INC.	5462	111-0110-411.66-05	HOLIDAY EVENT EXPENSE	1,244.60
				<b>\$1,244.60</b>
HINDERLITER DE LLAMAS & ASSOCIATES	SIN023433	111-9010-419.56-41	SALES TAX-CONTRACT SVCS	1,547.78
	SIN023764	111-9010-419.56-41	CONTRACT & AUDIT SVCS	491.42
				<b>\$2,039.20</b>
HOME DEPOT - PUBLIC WORKS	901808	111-6030-451.61-35	PARKS PURCHASE	93.55
	3973826	111-8010-431.61-20	ST. LIGHTING SUPPLY X-MAS	463.42
	5520400	111-8010-431.61-20	X-MAS DECORATIONS	418.46
	5824936	111-8010-431.61-20	HEATERS FOR X-MAS EVENT	1,084.05
	9273473	111-8010-431.61-20	X-MAS DECORATIONS	221.04
	13141	111-8020-431.43-10	ROOFING SUPPLIES FOR PW	47.36
	31923	111-8020-431.43-10	ROOFING SUPPLIES FOR PW	419.20
	1521853	111-8023-451.43-10	SHEETING & SUPPLIES PARKS	110.43
	2272876	111-8023-451.43-10	LIGHTING SUPPLIES	203.73
	5520399	111-8023-451.43-10	ROOFING MATERIALS	214.63
	13146	111-8024-421.43-10	RAIN TARPS FOR PD	524.79
	8273558	111-8024-421.43-10	LIGHTING FOR PD	30.73
	9015078	111-8024-421.43-10	RAIN TARPS FOR PD	761.70
	6064917	221-8012-429.61-20	ST. SIGN MATERIALS	421.43
				<b>\$5,014.52</b>
IDEAL LIGHTING	122819	111-8022-419.43-10	LIGHTS FOR CITY HALL	917.83
				<b>\$917.83</b>

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INFRASTRUCTURE ENGINEERS	28134	111-8080-431.56-62	CITY ENGINEERING SERVICES	19,841.38
	28134	221-8010-431.56-41	CITY ENGINEERING SERVICES	5,733.00
	28150	221-8010-431.76-12	CITY ENGINEERING SERVICES	2,421.90
	28151	222-8010-431.76-06	CITY ENGINEERING SERVICES	3,313.00
	28160	222-8010-431.76-06	SLAUSON AVE. PROJECT	4,113.00
	28134	222-8080-431.56-41	CITY ENGINEERING SERVICES	25,000.00
	28134	681-8030-461.56-41	CITY ENGINEERING SERVICES	14,500.00
				<b>\$74,922.28</b>
JAX BICYCLE CENTER	121021130849643	111-7022-421.61-29	PATROL BICYCLE REPAIR	476.24
JCL TRAFFIC	117493	221-8012-429.61-20	BARRICADES FOR EVENTS	<b>\$476.24</b>
JERRY'S AUTO BODY, INC.	32681	741-8060-431.43-20	REPAINT PD UNIT #992	4,998.82
				<b>\$4,998.82</b>
JORGE A ROMERO	12192022	111-9050-451.56-10	SENIOR INCOME PROGRAM	3,592.74
				<b>\$3,592.74</b>
JXTRA ENTERTAINMENT	25	111-6065-451.57-46	DJ FOR SENIOR DANCE	200.00
				<b>\$200.00</b>
LA COUNTY SHERIFFS DEPT	231348BL	121-7040-421.56-41	INMATE MEAL SERVICE	480.00
				<b>\$480.00</b>
LAN WAN ENTERPRISE, INC	73739	111-9010-419.56-41	PROJECT SERVICES PHASE 6	1,028.32
	73740	111-9010-419.56-41	PROJECT SERVICES PHASE 4	72,000.00
	73744	111-9010-419.74-10	ANNUAL RENEWALS	78,000.00
	73738	111-9010-490.73-10	MDC FOR SERMET VEHICLE	75.00
				<b>4,122.89</b>
LB JOHNSON HARDWARE CO.	124262	111-8095-431.61-50	SUPPLIES- SALT LAKE PARK	<b>\$154,197.89</b>
	124154	535-8090-452.61-20	SUPPLIES-SALT LAKE PARK	284.68
				<b>\$16.04</b>
LOZADAS TRANSMISSIONS INC.	4487	741-8060-431.43-20	REPAIR FOR PW TRUCK #349	<b>\$400.72</b>
				<b>\$1,767.85</b>
MAYWOOD MUTUAL WATER COMPANY, NO. 1	12152022	283-8040-432.56-41	WATER CONSUMPTION REPORTS	<b>\$1,767.85</b>
				<b>\$1,200.00</b>
MERRIMAC ENERGY GROUP	2222146	741-8060-431.62-30	FUEL PURCHASE	<b>\$1,200.00</b>
				<b>\$21,615.34</b>
NATIONWIDE ENVIRONMENTAL SERVICES	32739	111-8030-461.56-42	QUARTERLY CLEANING BASIN	<b>\$21,615.34</b>
	32739	111-8031-433.56-41	QUARTERLY CLEANING BASIN	5,480.49
				<b>\$13,750.00</b>
NEW CHEF FASHION INC.	1045275	111-7022-421.61-24	EMPLOYEE UNIFORMS	<b>\$19,230.49</b>
				<b>\$99.20</b>
O'REILLY AUTO PARTS	2959-242361	219-8085-431.43-21	LIGHTS-TROLLEY #005	<b>\$99.20</b>
	2959-235155	741-8060-431.43-20	PARTS FOR PD UNIT #912	107.40
	2959-239132	741-8060-431.43-20	PARTS FOR PD UNIT 186	15.49
	2959-239712	741-8060-431.43-20	LUG NUTS PD UNIT #918	129.46
	2959-242104	741-8060-431.43-20	LIGHTS FOR TRAILER #409	57.99
	2959-243978	741-8060-431.43-20	PUMP FOR PD UNIT #904	73.31
				<b>190.53</b>



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O'REILLY AUTO PARTS	2959-243986	741-8060-431.43-20	HOSE FOR PD UNIT #97	191.84
	2959-244049	741-8060-431.43-20	SHOP SUPPLIES	90.53
	2959-244124	741-8060-431.43-20	LIGHTS FOR TRAILER #209	290.74
				<b>\$1,147.29</b>
OEM AUTO PAINT SUPPLIES	150096	111-8023-451.43-10	PAINT FOR PARK BUILDINGS	120.45
				<b>\$120.45</b>
OK PRINTING DESIGN & DIGITAL PRINT	2728	111-7022-421.61-24	BUSINESS CARDS	328.73
				<b>\$328.73</b>
OLGA PEREZ GARCIA	12192022	111-9050-451.56-10	SENIOR INCOME PROGRAM	200.00
				<b>\$200.00</b>
PACIFIC PRODUCTS & SERVICES LLC	31222	221-8012-429.61-20	HARDWARE FOR SIGNS	3,843.32
				<b>\$3,843.32</b>
PARS	52041	111-9010-419.56-41	ARS- PARS FEES	526.52
	52103	216-3010-415.56-41	REP- PARS FEES	2,609.54
				<b>\$3,136.06</b>
PITNEY BOWES	3015813656	111-9010-419.53-20	EQUIPMENT LEASE	561.29
	3105826323	111-9010-419.53-20	EQUIPMENT LEASE	362.71
				<b>\$924.00</b>
PITNEY BOWES GLOBAL FINANCIAL	3105808826	111-7040-421.44-10	POSTAGE LEASE CHARGES	593.32
				<b>\$593.32</b>
QDOXS	IN48062	111-8020-431.43-05	COPIER CONTRACT	23.26
	IN48062	285-8050-432.43-05	COPIER CONTRACT	23.26
	IN48062	681-8030-461.43-05	COPIER CONTRACT	23.26
				<b>\$69.78</b>
QUINN COMPANY	WO370166276	741-8060-431.43-20	CONTROL BOARD-PD	1,643.22
				<b>\$1,643.22</b>
R & R INDUSTRIES, INC.	634750	111-0110-411.58-25	CITY EVENT EXPENSE	264.81
	635680	111-0110-411.58-26	CITY EVENT EXPENSE	379.29
	637376	111-0110-411.58-26	CITY EVENT EXPENSE	419.12
				<b>\$1,063.22</b>
RAMCAST ORNAMENTAL SUPPLY CO, INC.	1038868-IN	535-8090-452.61-20	CHAIN FOR PEREZ PARK	117.99
				<b>\$117.99</b>
RIO HONDO COLLEGE	F22-274-ZHPK	111-7010-421.59-20	PD ENROLLMENT FEES	25.00
	F22-321-ZHPK	111-7010-421.59-20	PD ENROLLMENT FEES	1,109.00
				<b>\$1,134.00</b>
ROADLINE PRODUCTS INC	17902	111-8095-431.61-50	PAINT FOR GRAFFITI	4,968.75
				<b>\$4,968.75</b>
RON TURLEY ASSOCIATES, INC.	63917	741-8060-431.43-20	RTA ANNUAL AGREEMENT	2,650.00
				<b>\$2,650.00</b>
SALOMON WAINBERG	18709-20918	681-0000-228.70-00	WATER BILLING ADJUSTMENT	17,353.51
				<b>\$17,353.51</b>
SMART & FINAL	440299	111-6020-451.61-35	TOY DRIVE SUPPLIES	101.99
				<b>\$101.99</b>
SOUTHEAST COMMUNITY FOUNDATION	6	111-9050-462.56-41	TUTORING	6,611.00
				<b>\$6,611.00</b>

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SOUTHERN CALIFORNIA EDISON	11/04-12/06	111-7024-421.62-10	ELECTRICAL SVCS- POLICE DEPT.	6,741.18
	11/17-12/16	111-8020-431.62-10	ELECTRICAL SVCS- PUBLIC WORKS	1,696.72
	9/30-10/31	111-8022-419.62-10	ELECTRICAL SVCS- VARIOUS LOCATIONS	2,281.81
	9/30-10/31	111-8023-451.62-10	ELECTRICAL SVCS- VARIOUS LOCATIONS	13,262.99
SPARKLETTIS	9/30-10/31	681-8030-461.62-20	ELECTRICAL SVCS- VARIOUS LOCATIONS	20,289.45
	15142085120122	111-0110-411.66-05	DRINKING WATER-DEPTS	\$44,271.15
	15142085120122	111-0210-413.61-20	DRINKING WATER-DEPTS	107.94
	15142085120122	111-1010-411.61-20	DRINKING WATER-DEPTS	107.93
	15142085120122	111-2030-413.61-20	DRINKING WATER-DEPTS	25.48
	15142085120122	111-3010-415.61-20	DRINKING WATER-DEPTS	8.99
	15142085120122	111-5010-419.61-20	DRINKING WATER-DEPTS	102.41
	15142085120122	111-5055-419.61-20	DRINKING WATER-DEPTS	86.02
	15142085120122	111-6010-451.56-41	DRINKING WATER-DEPTS	57.35
	15142085120122	111-7010-421.56-41	DRINKING WATER-POLICE DEP	177.33
	19438227121422	111-8020-431.61-20	DRINKING WATER-DEPTS	194.73
	15142085120122	111-8020-431.61-20	DRINKING WATER-DEPTS	188.83
	3160-49188	111-7022-421.56-15	PRE-BOOK EXAM	\$1,057.01
	STAR2STAR COMMUNICATIONS LLC	111-9010-419.63-10	VOIP SERVICES	56.00
	SUBC00009785	111-9010-419.63-10	VOIP SERVICES	\$55.00
	9636	111-7060-421.61-20	PARKING REIMBURSEMENT	10,879.14
	STEVE CAMPOS	111-7060-421.61-20	PARKING REIMBURSEMENT	\$10,879.14
	9636	111-7060-421.61-20	PARKING REIMBURSEMENT	13.75
	370274	111-9010-419.43-15	FINANCIAL MAINTENANCE	\$13.75
	SUPERION, LLC	111-9010-419.43-15	FINANCIAL MAINTENANCE	13,532.61
	11232022	111-0110-411.63-10	CELL PHONE SVCS-COUNCIL	\$13,532.61
T-MOBILE USA	11232022	111-0210-413.63-10	CELL PHONE SVCS-ADMIN	191.70
	11232022	111-1010-411.63-10	CELL PHONE SVCS-CITY CLERK	198.52
	11232022	111-2030-413.63-10	CELL PHONE SVCS-HR	38.34
	11232022	111-3010-415.63-10	CELL PHONE SVCS-FINANCE	28.20
	11232022	111-5055-419.63-10	CELL PHONE SVCS-COMM. DEV.	28.20
	11212022	111-8010-431.63-10	CELL PHONE SVCS- PUBLIC WORKS	63.43
	11212022	111-8095-431.63-10	CELL PHONE SVCS- PUBLIC WORKS	749.33
	11212022	681-8030-461.63-10	CELL PHONE SVCS- PUBLIC WORKS	377.78
	11212022	681-8030-461.63-10	CELL PHONE SVCS- PUBLIC WORKS	153.36
	11212022	681-8030-461.63-10	CELL PHONE SVCS- PUBLIC WORKS	153.36
T2 SYSTEMS CANADA INC.	IRIS0000114837	111-8010-415.66-41	DIGITAL IRIS SUBSCRIPTION	\$1,828.86
	INVS TD000006346	111-8010-415.61-20	SUPPLIES FOR PAY STATIONS	2,370.00
	INVS TD000006346	111-8010-431.61-20	SUPPLIES FOR PAY STATIONS	1,256.77
	INVS TD000006347	111-8010-431.61-20	SUPPLIES FOR PAY STATIONS	350.13
THE FLAG SHOP	20814	111-8022-419.43-10	CITY HALL FLAGS	234.49
	20814	111-8024-421.43-10	PD FLAGS	\$4,211.39
	20814	111-8024-421.43-10	PD FLAGS	740.65
TIME WARNER CABLE	106964801120122	111-7010-421.53-10	ICI SYSTEM-PD	198.65
	106964801120122	111-7010-421.53-10	ICI SYSTEM-PD	\$939.30
				703.55
				\$703.55

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TIREHUB, LLC	31397883	741-8060-431.43-20	TIRES FOR POLICE UNIT	282.52
	31470049	741-8060-431.43-20	TIRES FOR POLICE UNIT	710.61
	31473008	741-8060-431.43-20	TIRES FOR POLICE UNIT	739.13
				<b>\$1,732.26</b>
TRADECRAFT TRAINING, LLC	12142022	111-7010-421.59-20	TRAINING-REGISTRATION	200.00
				<b>\$200.00</b>
U.S. ARMOR CORPORATION	39928	111-7022-421.61-24	BULLET PROOF VEST	373.49
	39994	111-7022-421.61-24	PD BULLET PROOF VEST	449.74
	40032	111-7022-421.61-24	PD BULLET PROOF VEST	504.99
	40033	111-7022-421.61-24	PD BULLET PROOF VEST	449.74
	39928	233-7010-421.74-10	BULLET PROOF VEST	373.49
				<b>\$2,151.45</b>
U.S. BANK EQUIPMENT FINANCE	488644832	111-0210-421.44-10	COPIER LEASE	2,294.83
				<b>\$2,294.83</b>
ULINE	157161134	111-8010-431.61-20	CONSTRUCTION GLOVES	426.21
	156847554	219-8085-431.43-21	LABEL TAPE FOR SHUTTLES	186.12
	156856897	535-8090-452.61-20	SPEED BUMPS FOR PARKS	234.17
				<b>\$846.50</b>
VICTOR REYES ROSAS	12142022	111-6065-451.57-46	SENIOR PROGRAM SUPPLIES	1,736.44
				<b>\$1,736.44</b>
VISION SERVICE PLAN-CA	816558951	111-0000-217.50-30	VISION SVCS- COVERAGE	94.78
				<b>\$94.78</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S121932842.003	111-8022-419.43-10	LAMPS FOR CITY HALL	101.08
	S121932842.002	221-8014-429.61-20	RELAYS FOR TRAFFIC SIGNAL	510.67
	S121932842.001	535-8016-431.61-45	LIGHT BULBS PACIFIC BLVD.	786.04
				<b>\$1,397.79</b>
XEROX FINANCIAL SERVICES	3635221	111-8020-431.43-05	LEASE PAYMENT	59.99
	3635221	285-8050-432.43-05	LEASE PAYMENT	59.98
	3635221	681-8030-461.43-05	LEASE PAYMENT	59.99
				<b>\$179.96</b>
				<b>\$2,668,140.24</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	315585-00	111-8024-421.43-10	CIRCUIT REPLACEMENT PD	1,061.00
				<b>\$1,061.00</b>
ACCESS AUTO GLASS LLC	1109	741-8060-431.43-20	WINDSHIELD PD UNIT #973	360.00
				<b>\$360.00</b>
ADLERHORST INTERNATIONAL LLC	108883	111-7010-421.59-15	K-9 HANDLERS COURSE	5,700.00
	109244	111-7022-421.61-24	K-9 FOOD & SUPPLIES	172.40
	109245	111-7022-421.61-24	K-9 FOOD & SUPPLIES	140.08
	109259	111-7022-421.61-24	K-9 FOOD & SUPPLIES	942.81
				<b>\$6,955.29</b>
ALADDIN LOCK & KEY SERVICE	32526	111-8020-431.43-10	KEYS & PADLOCKS FOR PW	205.42
	32627	111-8020-431.43-10	KEYS & PADLOCKS FOR PW	551.62
	32664	111-8020-431.43-20	KEYS FOR PUBLIC WORKS	9.86
	32438	111-8022-419.43-10	SUPPLIES & KEYS CITY HALL	1,162.40
	32644	741-8060-431.43-20	EQUIPMENT LEASE	35.00
				<b>\$1,964.30</b>
ALVAREZ-GLASMAN & COLVIN	2022-08-20480	111-0220-411.32-70	LEGAL SERVICES	141.00
	2022-08-20481	111-0220-411.32-70	LEGAL SERVICES	7,709.00
	2022-08-20482	111-0220-411.32-70	LEGAL SERVICES	4,466.00
	2022-08-20483	111-0220-411.32-70	LEGAL SERVICES	4,617.24
	2022-08-20484	111-0220-411.32-70	LEGAL SERVICES	7,076.00
	2022-08-20485	111-0220-411.32-70	LEGAL SERVICES	2,358.50
	2022-09-20501	111-0220-411.32-70	LEGAL SERVICES	185.00
	2022-09-20503	111-0220-411.32-70	LEGAL SERVICES	235.00
	2022-09-20504	111-0220-411.32-70	LEGAL SERVICES	21,809.89
	2022-09-20505	111-0220-411.32-70	LEGAL SERVICES	10,820.01
				<b>\$59,417.64</b>
AMAZON.COM SERVICES, INC.	1GPG-6QPN-6DWM	111-6010-451.61-20	EVENT SUPPLIES	110.24
	11CC-HN4J-DTT7	111-6010-466.55-50	EVENT SUPPLIES	71.60
	13KQ-4G6R-C3K4	111-6020-451.61-35	CULTURAL ART SUPPLIES	122.34
	19TR-JKCR-DW46	111-6020-451.61-35	CULTURAL ART SUPPLIES	403.42
	19TR-JKCR-DW46	111-6020-451.61-35	EVENT SUPPLIES	403.42
	1GP4-QR96-HMQL	111-6020-451.61-35	CULTURAL ART SUPPLIES	50.70
	1NWH-DY6Y-17XK	111-6020-451.61-35	CULTURAL ART SUPPLIES	170.19
	1N1T-N3FV-1P14	111-6040-451.61-35	ADULT SPORTS SUPPLIES	514.25
	1WQ4-7WCN-4PYJ	111-6065-451.57-46	EVENT SUPPLIES	410.47
	1CHG-V3T4-77FX	239-6060-466.61-20	CDBG AFTER SCHOOL SUPPLIES	579.52
				<b>\$2,836.15</b>
AMTECH ELEVATOR SERVICES	151400992776	111-8022-419.56-41	ELEVATOR MAINTENANCE	972.36
	F-10000053275	111-8022-419.56-41	ELEVATOR SERVICE -CITY HA	225.00
				<b>\$1,197.36</b>
ANGELA CORNEJO	12202022	111-0110-411.66-05	HOLIDAY REIMBURSEMENT	36.00
				<b>\$36.00</b>
ARROYO BACKGROUND INVESTIGATIONS	2903	111-7010-421.56-41	BACKGROUND CHECK	1,000.00
				<b>\$1,000.00</b>

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AT&T	11212022	111-6010-419.53-10	SALT LAKE PARK-CAMERAS	68.84
	11202022	111-9010-419.53-10	COMMUNITY CENTER-INTERNET	70.26
	11222022	111-9010-419.53-10	PUBLIC WORKS YARD-INTERNET	10.00
	11272022	111-9010-419.53-10	RAUL PEREZ- INTERNET	79.54
	11272022	111-9010-419.53-10	FREEDOM PARK-INTERNET	79.54
	11302022	111-9010-419.53-10	SALT LAKE PARK-INTERNET	69.55
	12042022	121-7040-421.56-14	PD INMATE PHONE SVCS	29.93
				<b>\$407.66</b>
AT&T PAYMENT CENTER	11282022	111-7010-421.53-10	PD PHONE SERVICES	3,210.65
				<b>\$3,210.65</b>
AUTO ZONE	4075394837	741-8060-431.43-20	PARTS PD UNIT #186	284.14
	4075426817	741-8060-431.43-20	BRAKES PD UNIT #952	263.16
	4075428005	741-8060-431.43-20	WASHER PUMP PD #918	32.25
	4075428151	741-8060-431.43-20	LUG NUTS PD UNIT #918	49.61
	4075432297	741-8060-431.43-20	SWITCH PD UNIT #130	92.91
	4075432713	741-8060-431.43-20	SPARE TIRES FOR PD	396.90
				<b>\$1,118.97</b>
AY NURSERY INC.	120629	535-8090-452.61-20	PURCHASE OF TREES	435.00
				<b>\$435.00</b>
AZTECA SIGNS	7004	111-0240-466.55-42	BANNERS HOLIDAY PARADE	2,034.02
				<b>\$2,034.02</b>
BENEFIT ADMINISTRATION CORPORATION	6030939-IN	111-2030-413.56-41	FLEX ADMIN FEES	50.00
				<b>\$50.00</b>
BLACK AND WHITE EMERGENCY VEHICLES	4755	111-9010-490.73-10	EQUIPMENT-NEW PATROL CAR	14,992.68
	4753	741-8060-431.74-10	EQUIPMENT-FOR PATROL UNIT	14,992.68
	4754	741-8060-431.74-10	NEW EQUIPMENT-PATROL CAR	14,992.68
				<b>\$44,978.04</b>
BOB BARKER COMPANY INC.	INV1847135	121-7040-421.56-14	JAIL/INMATE SUPPLIES	25.68
				<b>\$25.68</b>
CENTRAL BASIN MWD	HP-NOV22	681-8030-461.41-00	IMPORTED WATER MONTH NOV.	147,030.68
				<b>\$147,030.68</b>
CENTRAL FORD	17479	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	564.79
	17139(17065)	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	28.10
	18048	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	763.32
	18160	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	81.95
	18173	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	200.37
	18188	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	56.45
	18391	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	9.26
	18397(18391)	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	9.26
	18693	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	178.17
	18697	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	17.64
	18763	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	45.38
				<b>\$1,954.69</b>
CHARTER COMMUNICATIONS	0467069120722	111-7010-421.53-10	PD INTERNET	1,650.00
	0511379121322	111-7010-421.53-10	ANNEX INTERNET-PD	159.98

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<b>Fund</b>	<b>Description</b>
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

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AIRESPRING INC.	168088847	111-9050-462.56-41	SD WAN PORTAL AGREEMENT	1,871.14
ALL CITY MANAGEMENT SERVICES, INC	81308	111-7022-421.56-41	SCHOOL CROSSING SVCS DEC.	\$1,871.14
	81662	111-7022-421.56-41	SCHOOL CROSSING SVCS DEC.	11,376.48
	82051	111-7022-421.56-41	SCHOOL CROSSING SVCS DEC.	6,331.80
ALVAREZ-GLASMAN & COLVIN	05-06-07-20349	111-1010-411.56-41	SETTLEMENT PAYMENT	12,606.30
	2022-0809-20384	745-9031-413.32-70	SETTLEMENT PAYMENT	\$30,314.58
AMAZON.COM SERVICES, INC.	16F3-NFRX-T3RW	239-6060-490.61-60	CDBG SCHOOL SUPPLIES	125.00
AMIRIANFAR, SAHAR	000020009	681-0000-228.70-00	FINAL BILL REFUND	5,007.10
ANIMAL FRIENDS PET HOTEL	485442	111-7010-421.61-20	K-9 BAM VET SERVICE	\$5,132.10
ANTHEM SPORTS, LLC	357884	111-6040-451.61-35	SOFTBALL SUPPLIES	242.52
AT&T	12/22-01/21	111-6010-419.53-10	INTERNET SVCS SALT LAKE CAMERAS	\$242.52
	01/01-01/31	111-9010-419.53-10	INTERNET SVCS SALT LAKE PARK	184.20
	12/21-01/20	111-9010-419.53-10	INTERNET SVCS COMM. CENTER	\$184.20
	12/23-01/22	111-9010-419.53-10	INTERNET SVCS PUBLIC WORKS	611.00
	12/28-01/27	111-9010-419.53-10	INTERNET SVCS PEREZ PARK	\$611.00
AT&T MOBILITY	X12252022	111-7010-421.53-10	PD WIRELESS PHONES	172.50
AUTO ZONE	4075447679	219-8086-431.43-21	CAR PARTS FOR PW UNITS	\$172.50
	4075377462	741-8060-431.43-20	LED BEACONS UNIT# 363	137.68
	4075442264	741-8060-431.43-20	SERPENTINE BELT UNIT #357	149.09
BDBG LAW GROUP	31999	745-9031-413.32-70	LEGAL SVCS NOVEMBER 1-30	160.50
BEAR ELECTRICAL SOLUTIONS, INC	17438	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVC	90.25
BRIGHTLIFE DESIGNS LLC	1389	111-6010-451.74-10	TOY DRIVE DECORATIONS	159.08
BRINKS INCORPORATED	5371295	111-9010-419.33-10	BANK SERVICES FOR DEC.	159.08
CANNON CORPORATION	82873	111-8010-431.76-12	CDBG ST. RECONSTRUCTION	\$855.68
	82666	681-8030-461.43-30	WATER ENGINEERING WELL 16	4,450.15
CENTRAL FORD	18691	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	\$4,450.15
	18699	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	183.75
	18837	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	186.06



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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CENTRAL FORD	18860	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	215.73
	19070	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,051.72
	19082	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	78.43
	19104	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	180.31
	19126	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	248.73
	19160	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	51.53
				<b>\$2,165.81</b>
CHARTER COMMUNICATIONS	0019175010123	111-9010-419.53-10	CITY HALL BACK UP INTERNET	78.52
	0444795010223	111-9010-419.53-10	CITY HALL BACK UP INTERNET	3,998.00
				<b>\$4,076.52</b>
CINTAS CORPORATION NO 3	4139380767	741-8060-431.56-41	PW DRY CLEANING	414.26
	4140074932	741-8060-431.56-41	PW DRY CLEANING	415.97
	4140766194	741-8060-431.56-41	PW DRY CLEANING	417.68
	4142258172	741-8060-431.56-41	PW DRY CLEANING	417.68
				<b>\$1,665.59</b>
CLINICAL LAB OF SAN BERNARDINO, INC	2300008	681-8030-461.56-41	WATER QUALITY TESTING NOV	349.50
				<b>\$349.50</b>
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW-221212029	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVCS	1,595.16
				<b>\$1,595.16</b>
DATA TICKET INC.	139786	111-3010-415.56-41	BUSINESS LICENSE	127.05
	142679	111-9010-415.56-15	DAILY CITATION PROCESSING	12,354.64
	145373	111-9010-415.56-15	BUSINESS LICENSE	17.50
	146070	111-9010-415.56-15	DAILY CITATION PROCESSING	13,331.88
				<b>\$25,831.07</b>
DATAPROSE, INC.	DP2205727	681-3022-415.53-20	WATER POSTAGE	1,071.99
	DP2205727	681-3022-415.56-41	CONTRACTUAL SERVICES	646.56
				<b>\$1,718.55</b>
DAY WIRELESS SYSTEMS	INV749976	111-7010-421.56-41	INSTALL & PROGRAMMING	1,248.40
				<b>\$1,248.40</b>
DBA MR. UNIFORM	6901	111-7022-421.61-24	POLICE ACADEMY UNIFORMS	1,868.29
				<b>\$1,868.29</b>
DELTA DENTAL	BE005287687	111-0000-217.50-20	DELTA CARE PMI BENEFITS	8,610.75
				<b>\$8,610.75</b>
DELTA DENTAL INSURANCE COMPANY	BE005285300	111-0000-217.50-20	DELTA CARE PMI BENEFITS	1,942.75
				<b>\$1,942.75</b>
DHALI	12331	111-7010-421.56-41	ANNUAL WEB HOSTING PD	600.00
				<b>\$600.00</b>
E SOURCE COMPANIES LLC	10360	681-8030-461.56-41	WATER AUDIT VALIDATION	2,500.00
				<b>\$2,500.00</b>
EL GRANERO GRILL, INC.	11/23-12/23	239-0280-490.51-03	CDBG SENIOR MEAL PROGRAM	9,624.00
				<b>\$9,624.00</b>
ELSA COBIAN	98291020	111-7010-421.59-20	TRAINING REIMBURSEMENT	736.20
				<b>\$736.20</b>
EXPRESS TRANSPORTATION SERVICES LLC	HPE01012023	111-0000-362.20-15	TRANSIT SVC DEC	-2,500.00

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EXPRESS TRANSPORTATION SERVICES LLC	HPE01012023	219-0000-340.30-00	TRANSIT SVCS DEC	-1,219.00
	HPE01012023	219-8085-431.56-43	TRANSIT SVC DEC.	34,936.16
	DAR20221201	219-8085-431.56-45	DIAL A RIDE SVCS JAN 2023	69,183.33
	HPE01012023	220-8085-431.56-43	TRANSIT SVC DEC.	34,936.18
	HPE01012023	222-8010-431.56-43	TRANSIT SVC DEC.	34,936.16
				<b>\$170,272.83</b>
FM THOMAS AIR CONDITIONING INC	44408	111-8022-419.56-41	A/C SERVICE PD	2,070.07
	44572	111-8022-419.56-41	A/C SERVICE PD	432.50
	44573	111-8022-419.56-41	A/C SERVICE COURTHOUSE	345.51
	44574	111-8022-419.56-41	A/C SERVICE COMM. CENTER	387.50
	44575	111-8022-419.56-41	A/C SERVICE PD	3,371.11
	44593	111-8022-419.56-41	A/C SERVICE CITY HALL	1,900.95
	44741	111-8022-419.56-41	A/C SERVICE FREEDOM PARK	2,604.12
				<b>\$11,051.76</b>
GEORGE CHEVROLET	128199CVW	741-8060-431.43-20	CAR PARTS FOR PD	738.67
				<b>\$738.67</b>
GLORIAS RESTAURANT, INC.	12-07-12-09	239-0280-490.51-03	CDBG SENIOR MEAL PROGRAM	2,160.00
	12-14-12-16	239-0280-490.51-03	CDBG SENIOR MEAL PROGRAM	2,160.00
	12-21-12-23	239-0280-490.51-03	CDBG SENIOR MEAL PROGRAM	2,160.00
	1202	239-0280-490.51-03	CDBG SENIOR MEAL PROGRAM	1,092.00
				<b>\$7,572.00</b>
GRAINGER	955097935	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	33.58
				<b>\$33.58</b>
HASA, INC.	865508	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	392.24
	865509	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	389.67
	865830	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	397.48
				<b>\$1,179.39</b>
HDL COREN & CONE	SIN022253	111-9010-419.56-41	CONTRACTUAL SERVICE	2,240.20
				<b>\$2,240.20</b>
HG GRAPHIC AND PRINTING	1936	111-3010-415.61-20	OFFICE SUPPLIES	92.61
				<b>\$92.61</b>
HINDERLITER DE LLAMAS & ASSOCIATES	SIN017446	111-9010-419.56-41	AUDIT SERVICES	44,848.30
				<b>\$44,848.30</b>
INFRAMARK LLC	87934	283-8040-432.56-41	ROUTINE MAINT CITY JAN	13,860.62
	87934	681-8030-461.56-41	ROUTINE MAINT CITY JAN	107,001.69
				<b>\$120,882.31</b>
J & J MUFFLER SHOP	12142022	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	2,200.00
				<b>\$2,200.00</b>
JOEL GORDILLO	JG202212	111-1010-411.56-41	MEDIA SERVICES FOR DEC.22	1,650.00
				<b>\$1,650.00</b>
LEE, HYON JUNG	000023957	681-0000-228.70-00	FINAL BILL REFUND	655.55
				<b>\$655.55</b>
LEGAL SHIELD	0143713 DEC 22	111-0000-217.60-50	MONTHLY IDENTITY THEFT	28.90
				<b>\$28.90</b>

**City of Huntington Park  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LOS ANGELES TIMES	121222-031323	121-7040-421.56-14	NEWSPAPER PD JAIL	185.37
				\$185.37
MANAGED HEALTH NETWORK	PRM-077612	111-0000-217.50-60	MONTHLY MANAGED HEALTH	338.40
				\$338.40
MAVERICK DATA SYSTEMS	58	111-7010-421.56-41	WARRANT BUILDER SOFTWARE	1,750.00
				\$1,750.00
NATIONWIDE ENVIRONMENTAL SERVICES	32852	111-8031-433.56-41	STREET SWEEPING SVCS	5,904.17
	32853	220-8070-431.56-41	STREET SWEEPING SVCS	20,411.91
	32852	221-8010-431.56-41	STREET SWEEPING SVCS	51,282.37
				\$77,598.45
NETWORK DEPOSITION SERVICES, INC	A22120675	745-9031-413.32-70	CONTRACTUAL SVCS	648.85
	A22121613	745-9031-413.32-70	CONTRACTUAL SERVICES	651.00
				\$1,299.85
NEW CHEF FASHION INC.	1045954	111-7010-421.61-20	UNIFORMS FOR PD	110.23
				\$110.23
O'REILLY AUTO PARTS	2959-246737	219-8086-431.43-21	CAR PARTS FOR SHUTTLE BUS	146.06
	2959-246861	219-8086-431.43-21	CAR PARTS FOR SHUTTLE BUS	234.83
	2959-244584	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	223.37
	2959-244819	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	129.30
	2959-245178	741-8060-431.43-20	CAR PARTS FOR SHUTTLE BUS	135.09
	2959-246731	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	69.39
	2959-246733	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	69.39
				\$1,007.43
ORANGE LINE DEVELOPMENT AUTHORITY	04222022	111-5010-419.56-41	TRANSIT ANNUAL MEMBERSHIP	20,233.11
				\$20,233.11
PITNEY BOWES	1022183528	111-9010-419.53-20	INK CARTRIDGE SEAL BOTTLE	346.70
				\$346.70
PURCHASE POWER	800909003558108	111-9010-419.53-20	CURRENCY REFILL POSTAGE	405.23
				\$405.23
RODRIGUEZ, GUSTAVO	000004803	681-0000-228.70-00	FINAL BILL REFUND	30.12
				\$30.12
SANCHEZ, ALEJANDRO S.	000024263	681-0000-228.70-00	FINAL BILL REFUND	687.13
				\$687.13
SINATRA UNIFORM, INC	INV2022/12/0113	111-7010-421.61-20	NEW EMPLOYEE UNIFORM	310.65
				\$310.65
SOUTHERN CALIFORNIA EDISON	11/4/22-12/6/22	221-8014-429.62-10	ELECTRICAL TRAFFIC SIGNAL SVCS	5,112.79
	11/28/22-12/6/2	535-8016-431.62-10	ELECTRICAL SVCS FOR ST. LIGHT	61.73
				\$5,174.52
SOUTHERN CALIFORNIA NEWS GROUP	0000550766	111-1010-411.54-00	MEDIA TECHNICIAN SERVICES	1,299.39
	0000552891	111-1010-411.54-00	MEDIA TECHNICIAN SERVICES	1,939.01
	0000554910	111-1010-411.54-00	MEDIA TECHNICIAN SERVICES	1,423.49
				\$4,661.89
SPARKLETTTS	15142085122922	111-0110-411.66-05	DRINKING WATER SVC	57.59
	15142085122922	111-0210-413.61-20	DRINKING WATER SVC	57.50

**City of Huntington Park  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SPARKLETTIS	15142085122922	111-1010-411.61-20	DRINKING WATER SVC	25.48
	15142085122922	111-2030-413.61-20	DRINKING WATER SVC	106.70
	15142085122922	111-3010-415.61-20	DRINKING WATER SVC	90.93
	15142085122922	111-5010-419.61-20	DRINKING WATER SVC	34.20
	15142085122922	111-5055-419.61-20	DRINKING WATER SVC	22.75
STAPLES ADVANTAGE	15142085122922	111-6010-451.56-41	DRINKING WATER SVC	71.43
	15142085122922	111-8020-431.61-20	DRINKING WATER SVC	179.85
	8068406287	111-1010-411.61-20	CITY CLERK SUPPLIES	\$646.43
	8068406287	111-3010-415.61-20	FINANCE SUPPLIES	199.67
	8068406287	111-5010-419.61-20	COMM DEV SUPPLIES	657.24
STATE WATER RESOURCES CONTROL	8068406287	111-6010-451.61-20	PARKS AND REC SUPPLIES	59.27
	8068406287	111-7010-421.61-20	PD OFFICE SUPPLIES	71.30
	8068406287	111-7022-421.61-24	PD PATROL SUPPLIES	96.19
	8068406287	111-7022-421.61-27	PD JAIL SUPPLIES	314.92
	8068406287	111-8020-431.61-20	PUBLIC WORKS SUPPLIES	81.66
T-MOBILE USA	8068406287	111-8020-431.61-20	PARKS AND REC SUPPLIES	256.10
	8068406287	239-6060-490.61-60		185.76
	WD-0214104	681-8030-461.42-05	ANNUAL PERMIT FEE	\$1,922.11
	12/22/2022	111-0110-411.53-10	CELL PHONES COUNCIL & CD	18,512.00
	12/22/2022	111-0210-413.53-10	CELL PHONES ADMINISTRATION	\$18,512.00
T2 SYSTEMS CANADA INC.	12/22/2022	111-1010-411.53-10	CELL PHONE CITY CLERK	264.13
	12/22/2022	111-2030-413.53-10	CELL PHONE HR	127.74
	12/22/2022	111-3010-415.53-10	CELL PHONE FINANCE	28.57
	12/22/2022	111-5055-419.53-10	CODE ENFORCEMENT CELL PHONES	38.71
	12/22/2022	111-6010-451.56-41	MOBILE SERVICE FOR PARKS	28.57
THE GAS COMPANY	12/22/2022	111-8023-451.62-10	COURTHOUSE GAS CHARGES	193.97
	11/8/22-12/9/22	111-7024-421.62-10	GAS SVC FOR VARIOUS GOV BUILDINGS	359.78
	11/8/22-12/9/22	111-8020-431.62-10	GAS SVC FOR VARIOUS GOV BUILDINGS	\$1,041.47
	11/8/22-12/9/22	111-8022-419.62-10	GAS SVC FOR VARIOUS GOV BUILDINGS	2,370.00
	11/8/22-12/9/22	111-8023-451.62-10	GAS SVC FOR VARIOUS GOV BUILDINGS	\$2,370.00
THE HARVEY GROUP	12/6/22-12/9/22	111-8023-451.62-10	COURTHOUSE GAS CHARGES	1,360.91
	14090	111-0000-321.10-00	BUSINESS LIC ISSUED IN ERROR	599.73
	000022733	681-0000-228.70-00	FINAL BILL REFUND	2,821.09
	14535	111-1010-411.56-41	FACEBOOK LIVE	539.32
	045-392027	111-9010-419.43-15	LICENSE FEES	31.03
THE VILLAGE FAMILY SERVICES	14535	111-1010-411.56-41	FACEBOOK LIVE	\$5,352.08
	045-392027	111-9010-419.43-15	LICENSE FEES	139.00
	045-392027	111-9010-419.43-15	LICENSE FEES	\$139.00
	045-392027	111-9010-419.43-15	LICENSE FEES	13.94
	045-392027	111-9010-419.43-15	LICENSE FEES	\$13.94
TYLER TECHNOLOGIES, INC.	045-392027	111-9010-419.43-15	LICENSE FEES	300.00
	045-392027	111-9010-419.43-15	LICENSE FEES	\$300.00
	045-392027	111-9010-419.43-15	LICENSE FEES	116,955.75
	045-392027	111-9010-419.43-15	LICENSE FEES	
	045-392027	111-9010-419.43-15	LICENSE FEES	

**City of Huntington Park  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. ARMOR CORPORATION	40101	111-7022-421.61-24	PD BULLET PROOF VEST	\$116,955.75
				746.98
UNDERGROUND SERVICE ALERT OF SO CAL	1220220128	221-8014-429.56-41	NEW TICKET CHARGES DEC	316.25
	22-2302117	221-8014-429.56-41	CA STATE FEES DEC	110.64
				\$426.89
V & V MANUFACTURING, INC.	56012	111-7010-421.61-20	PD BADGES	848.30
				\$848.30
VISION SERVICE PLAN-CA	816783990	111-0000-217.50-30	MONTHLY VISION SVC. JAN 23	7,538.38
	816783999	111-0000-217.50-30	MONTHLY VISION PLAN COBRA	79.32
				\$7,617.70
WEST & ASSOCIATES ENGINEERING, INC	1008-16-22-12B	111-8031-433.76-17	MANAGEMENT OF NPDES	11,000.00
	1008.16.06-10	202-8080-431.76-21	PS & E SERVICES	5,000.00
				\$16,000.00
WEST GOVERNMENT SERVICES	847704390	111-7030-421.56-41	ONLINE LEGAL RESEARCH SVC	77.31
				\$77.31
WESTERN EXTERMINATOR COMPANY	26975013	111-7024-421.56-41	EXTERMINATOR -PD SEP. 22	58.85
	27302902	111-7024-421.56-41	EXTERMINATOR -PD OCT.22	58.85
	28470876	111-7024-421.56-41	EXTERMINATOR -PD NOV. 22	58.85
	27021547	111-8020-431.56-41	EXTERMINATOR -PW SEP. 22	81.70
	27667138	111-8020-431.56-41	EXTERMINATOR -PW OCT. 22	81.70
	28517355	111-8020-431.56-41	EXTERMINATOR -PW NOV. 22	81.70
	27667065	111-8022-419.56-41	EXTERMINATOR - CH OCT. 22	53.45
	28517297	111-8022-419.56-41	EXTERMINATOR - CH NOV. 22	59.90
	29533868	111-8022-419.56-41	EXTERMINATOR - CH DEC. 22	59.90
	27021200	111-8023-451.56-41	EXTERMINATOR PARK SEP. 22	21.11
	27021203	111-8023-451.56-41	EXTERMINATOR PARK SEP. 22	53.45
	27667064	111-8023-451.56-41	EXTERMINATOR PARK OCT. 22	47.45
	27667066	111-8023-451.56-41	EXTERMINATOR PARK OCT. 22	53.45
	28517296	111-8023-451.56-41	EXTERMINATOR PARK NOV. 22	53.15
	28517298	111-8023-451.56-41	EXTERMINATOR PARK NOV. 22	59.90
	27666764	535-8090-452.56-60	EXTERMINATOR LAND OCT. 22	154.85
	28516260	535-8090-452.56-60	EXTERMINATOR LAND NOV. 22	154.85
				\$1,193.11
WILLDAN FINANCIAL SERVICES	0710-53379	111-9010-419.56-41	FINANCIAL SERVICES	125.00
	0710-53378	535-8016-431.56-41	FINANCIAL SERVICES	2,534.64
				\$2,659.64
XPRESS WASH INC	15778	741-8060-431.43-20	CAR WASH SERVICES	425.00
				\$425.00
				\$832,805.99

**ITEM NO. 4**



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

January 17, 2023

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:

## **APPROVE FY 2022-23 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AGREEMENT AND ACCEPT GRANT FUNDING**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Approve and accept funding for the Police Department provided by the State of California Office of Traffic Safety (OTS) through the Selective Traffic Enforcement Program (STEP), totaling \$50,000 for FY 2022-23;
2. Authorize the City Manager to execute the Standard Agreement for Selective Traffic Enforcement Program (STEP) between the City of Huntington Park and the State of California Office of Traffic Safety (OTS); and
3. Authorize estimated revenues and approve a budget appropriation in the amount of \$50,000 to the respective accounts detailed in the fiscal impact section of this report; and
4. Authorize the Chief of Police to execute the work and objectives outlined in the agreement.

### **BACKGROUND**

The California Office of Traffic Safety (OTS) strives to eliminate traffic collision injuries and deaths. To this effort, OTS designates grant funds for state and local public safety agencies to implement programs which help enforce traffic laws, educate the public on the topic of traffic safety, provide varied and effective ways of reducing traffic related injuries and fatalities, and reduce monetary losses from traffic collisions. OTS determines grant funding amounts based on tangible criteria pertaining to the potential positive traffic safety community impact, traffic collision statistics, seriousness of existing traffic related issues, and performance under previous OTS grants.

The goal of OTS is to help agencies develop traffic safety programs that contribute toward the OTS mission of: *"Toward zero deaths, every 1 counts."*



## **APPROVE FY 2022-23 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AGREEMENT AND ACCEPT GRANT FUNDING**

January 17, 2023

Page 2 of 3

By conducting specific enforcement through Driving Under the Influence (DUI) checkpoints, DUI enforcement saturation patrols, pedestrian and bicycle safety proactive enforcement, and providing traffic safety education to members of the community, OTS and the Police Department can anticipate a decrease in traffic collisions and a safer traffic environment in the community.

### **FISCAL IMPACT/FINANCING**

This is a 100% reimbursement grant. No matching City funds are required to receive the OTS grant funds. Once the Police Department expends funds to complete grant designated projects, the City will then submit reimbursement requests to OTS in accordance with grant reimbursement criteria.

This grant is being funded with federal funds. As a result, the funds are programmed for federal FY 2022-23 (October 1, 2022 to September 30, 2023). Below are the designated revenue and expense accounts to administer these funds;

<b>Revenue Account</b>	<b>Fiscal Year 2021-22</b>	<b>Amount</b>
224-0000-335.30-96	OTS Step Grant	50,000
	<b>Total:</b>	<b>50,000</b>

It is also necessary to appropriate the following amounts to the designated expenditure accounts to establish the method of expenditure for the \$50,000 designated in the revenue above account.

<b>Expense Account</b>	<b>Expense</b>	<b>Amount</b>
224-7115-421.13-00	Police Department Overtime	47,072
224-7115-421.59-15	Professional Development	1,600
224-7115-421.61-20	Department Supplies & Expenses	1,328
	<b>Total:</b>	<b>50,000</b>

### **LEGAL AND PROGRAM REQUIREMENTS**

As a condition of receiving these grant funds, OTS requires the Police Department to administer and execute certain project driven objectives throughout the grant period, including; DUI/CDL checkpoints, DUI saturation patrols, traffic and distracted driving enforcement, "click it or ticket" safety belt enforcement, and bicycle and pedestrian safety enforcement. The expanded detail pertaining to the required performance objectives by OTS are incorporated in the attached OTS grant agreement, specifically section 2B, beginning on page 3.

Also, please reference the attached OTS Grant Agreement for legal and procedural considerations associated with the acceptance of this grant funding.

### **CONCLUSION**



**APPROVE FY 2022-23 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)  
AGREEMENT AND ACCEPT GRANT FUNDING**

January 17, 2023

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Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

Ricardo Reyes  
City Manager




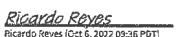
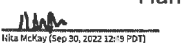
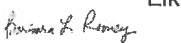
COSME LOZANO

Chief of Police

**ATTACHMENT(S)**

A. FY 2022-23 Selective Traffic Enforcement Program Grant Agreement

## ATTACHMENT "A"

<b>1. GRANT TITLE</b> <b>Selective Traffic Enforcement Program (STEP)</b>	
<b>2. NAME OF AGENCY</b> <b>Huntington Park</b>	<b>3. Grant Period</b> From: 10/01/2022 To: 09/30/2023
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> <b>Huntington Park Police Department</b>	
<b>5. GRANT DESCRIPTION</b> Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$50,000.00</b>	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> <li>Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>Exhibit A – Certifications and Assurances</li> <li>Exhibit B* – OTS Grant Program Manual</li> <li>Exhibit C – Grant Electronic Management System (GEMS) Access</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<b>A. GRANT DIRECTOR</b>  NAME: Paul Munoz TITLE: Police Officer EMAIL: pmunoz@hppolice.org PHONE: (323) 584-6254 ADDRESS: 6542 Miles Avenue Huntington Park, CA 90255  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <small>Paul A. Munoz (Sep 30, 2022 01:44 PDT)</small> </div> <div style="text-align: center;">           Sep 30, 2022            _____            (Date)         </div> </div> <div style="text-align: center; margin-top: 20px;">           _____            (Signature)         </div>	<b>B. AUTHORIZING OFFICIAL</b>  ADDRESS: Ricardo Reyes City Manager rreyes@hpca.gov (323) 584-6222 6550 Miles Avenue Huntington Park, CA 90255  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <small>Ricardo Reyes (Oct 6, 2022 09:36 PDT)</small> </div> <div style="text-align: center;">           Oct 6, 2022            _____            (Date)         </div> </div> <div style="text-align: center; margin-top: 20px;">           _____            (Signature)         </div>
<b>C. FISCAL OFFICIAL</b>  ADDRESS: Nita McKay Finance Director nmckay@hpca.gov (323) 584-6201 6550 Miles Avenue Huntington Park, CA 90255  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <small>Nita McKay (Sep 30, 2022 12:19 PDT)</small> </div> <div style="text-align: center;">           Sep 30, 2022            _____            (Date)         </div> </div> <div style="text-align: center; margin-top: 20px;">           _____            (Signature)         </div>	<b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b>  ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <small>Barbara L. Rooney (Oct 11, 2022 09:36 PDT)</small> </div> <div style="text-align: center;">           Oct 11, 2022            _____            (Date)         </div> </div> <div style="text-align: center; margin-top: 20px;">           _____            (Signature)         </div>

<b>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b>  NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. SAM INFORMATION</b>  SAM #: NPKFKTS9QQD6 REGISTERED ADDRESS: 6550 Miles Ave CITY: Huntington Park ZIP+4: 90255-4302
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-23	20.608	0521-0890-101	2022	43/22	BA/22	\$30,000.00
402PT-23	20.600	0521-0890-101	2022	43/22	BA/22	\$20,000.00
				<b>AGREEMENT TOTAL</b>		<b>\$50,000.00</b>
				AMOUNT ENCUMBERED BY THIS DOCUMENT		<b>\$50,000.00</b>
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		<b>\$ 0.00</b>
				TOTAL AMOUNT ENCUMBERED TO DATE		<b>\$50,000.00</b>
OTS ACCOUNTING OFFICER'S SIGNATURE <i>Carolyn Vu</i>			DATE SIGNED Oct 6, 2022			

## **1. PROBLEM STATEMENT**

The City of Huntington Park is a culturally diverse community with a population of 54,883 (US Census Bureau: April 1, 2020). Also included in the US Census study, it's reported that the city of Huntington Park has moved from 14th to the 5th most populated city per square mile of the 265 cities in Los Angeles County, averaging 19,493 per square mile. Located approximately ten miles southeast of Downtown Los Angeles, this urban area is a mix of single family and multi-unit housing, commercial establishments, light industry, and one major hospital. The City is governed by a mayor and a four member(s) City Council, and has provided local law enforcement services since incorporation in 1906.

In recent years, the department has noticed a steady increase in the number of traffic crashes that have occurred in the city. Since 2016 (183), traffic crashes have remained consistent with a slight decrease in 2016 (183 crashes), and in 2017 (154 crashes). The number of victims involved in traffic crashes during the same time period has also remained consistent (183 in 2016, and 154 in 2017), with again a slight increase in 2018 (175 victims.) During the 2019 year we saw an increase in traffic crashes to 203, and injured parties taking a more significant jump to 228. In 2020 we saw another increase in traffic crashes to 297, and a decrease injured parties to 143. Also, in 2021 we saw another increase in crashes to 423 and a decrease in injuries to 169.

The department has observed (5) fatalities in 2016, decrease in 2017 to (3), and another decrease to (2) in 2018. In 2019, traffic fatalities again dropped to (2) for the year. In the year 2020 we saw an increase to 3 fatal traffic crashes, and in 2021 we saw a significant decrease to 0 fatal traffic crashes.

The number of DUI arrests has slowly begun to increase over the past 4 years. During 2016, the number of DUI arrests was (145). During 2017, the number increased slightly to (151), and remained almost the same in 2018 at (151). In 2019, we saw an increase of the number of DUI arrests at (168). In 2020 the number of DUI arrests slightly decreased to 159. With the OTS grant funding awarded to deploy additional officers to target the days of the week, and times that are most likely to yield a DUI arrest, we have shown a steady increase in DUI arrests to (150).

In addition to the aforementioned increase in traffic crashes and alcohol involved traffic crashes, the city anticipates a significant increase in vehicle and pedestrian traffic due to the lack of man power and focused enforcement during night time hours, and an increase in vehicle traffic due to spurring of night-time activities and a push for night life by city officials. Nighttime injury traffic crashes have increased significantly during the 2019 to (212), versus 250 in 2018. In 2020 there was an a significant drop to (175) in nighttime traffic crash down from 2019's number of (212).

An increase in traffic crashes combined with the anticipated increase in vehicle and pedestrian traffic has led the department to actively seek solutions to increase traffic safety within the community. The department will conduct several traffic enforcement details to reduce the number of traffic crashes and victims by targeting drivers that are engaged in driving habits that have been identified as primary crash factors. This includes speed, driving under the influence, and inattentive/distracted drivers. In the year FY 2019/20 we saw a decrease in Traffic officers from 2 officers to 1 officer due to a lack of city funding of the positions. In 2020 the Huntington Park Police Department still only fields 1 Traffic Division motor officers. In 2021, we have maintained the 1 traffic officer and added a traffic intern officer.

## **2. PERFORMANCE MEASURES**

### **A. Goals:**

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.

9. Reduce the number of persons killed in drug-involved crashes. 10. Reduce the number of persons injured in drug-involved crashes. 11. Reduce the number of persons killed in alcohol/drug combo-involved crashes. 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes. 13. Reduce the number of motorcyclists killed in traffic crashes. 14. Reduce the number of motorcyclists injured in traffic crashes. 15. Reduce hit & run fatal crashes. 16. Reduce hit & run injury crashes. 17. Reduce nighttime (2100 - 0259 hours) fatal crashes. 18. Reduce nighttime (2100 - 0259 hours) injury crashes.	
<b>B. Objectives:</b>	<b>Target Number</b>
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at <a href="mailto:pio@ots.ca.gov">pio@ots.ca.gov</a> , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	7
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	8
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	1
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2

13. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
14. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	1
<b>3. METHOD OF PROCEDURE</b> <b>A. <u>Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)</u></b> <ul style="list-style-type: none"> <li>The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.</li> <li>All training needed to implement the program should be conducted this quarter.</li> <li>All grant related purchases needed to implement the program should be made this quarter.</li> <li>In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.</li> <li>Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.</li> <li><u>Media Requirements</u> Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.</li> </ul>	
<b>B. <u>Phase 2 – Program Operations (Throughout Grant Year)</u></b> <ul style="list-style-type: none"> <li>The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.</li> </ul> <p><u>Media Requirements</u></p> <p>The following requirements are for all grant-related activities:</p> <ul style="list-style-type: none"> <li>Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.</li> <li>The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.</li> <li>Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.</li> <li>If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.</li> <li>Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).</li> </ul>	

- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

### **C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

### **4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

### **5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.





FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT	
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$30,000.00	
402PT-23	20.600	State and Community Highway Safety	\$20,000.00	
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>				
<u><b>Straight Time</b></u>				\$0.00
<u><b>Overtime</b></u>				
DUI/DL Checkpoints	164AL-23	\$10,080.00	2	\$20,160.00
DUI Saturation Patrols	164AL-23	\$1,216.00	7	\$8,512.00
Traffic Enforcement	402PT-23	\$1,216.00	8	\$9,728.00
Distracted Driving	402PT-23	\$1,216.00	3	\$3,648.00
Motorcycle Safety	402PT-23	\$1,216.00	1	\$1,216.00
Pedestrian and Bicycle Enforcement	402PT-23	\$1,216.00	1	\$1,216.00
Traffic Safety Education	402PT-23	\$688.00	2	\$1,376.00
Street Racing and Sideshow Enforcement Operations	402PT-23	\$1,216.00	1	\$1,216.00
Category Sub-Total				\$47,072.00
<b>B. TRAVEL EXPENSES</b>				
In State Travel	402PT-23	\$1,600.00	1	\$1,600.00
				\$0.00
Category Sub-Total				\$1,600.00
<b>C. CONTRACTUAL SERVICES</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>D. EQUIPMENT</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>E. OTHER DIRECT COSTS</b>				
DUI Checkpoint Supplies	164AL-23	\$1,328.00	1	\$1,328.00
Category Sub-Total				\$1,328.00
<b>F. INDIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>GRANT TOTAL</b>			<b>\$50,000.00</b>	

BUDGET NARRATIVE
<b>PERSONNEL COSTS</b>
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
<b>TRAVEL EXPENSES</b>
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
<b>CONTRACTUAL SERVICES</b>
-
<b>EQUIPMENT</b>
-
<b>OTHER DIRECT COSTS</b>
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).
<b>INDIRECT COSTS</b>
-
<b>STATEMENTS/DISCLAIMERS</b>
There will be no program income generated from this grant.
Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

**CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS**  
**(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

**GENERAL REQUIREMENTS**

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**NONDISCRIMINATION**

**(applies to all subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
  - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
    - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
    - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
    - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
    - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
    - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

#### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  - 1. Abide by the terms of the statement;
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

- employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **POLITICAL ACTIVITY (HATCH ACT)**

**(applies to all subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to all subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **RESTRICTION ON STATE LOBBYING**

**(applies to all subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to all subrecipients as well as States)**

#### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

**(applies to all subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to all subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

**POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

### GRANT DETAILS

Grant Number:	PT23111
Agency Name:	Huntington Park Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$50,000.00
Authorizing Official:	Ricardo Reyes
Fiscal Official:	Nita McKay
Grant Director:	Paul Munoz

### CURRENT GEMS USER(S)

#### 1. Neil Castelli

Title: Police Lieutenant

Phone: (323) 826-6686

Email: ncastelli@huntingtonparkpd.org

Media Contact: Yes

#### 2. Paul Munoz

Title: Police Officer

Phone: (323) 584-6254

Email: pmunoz@hppolice.org

Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

<b>GEMS User 1</b> Add/Change <input type="checkbox"/>		Remove Access <input type="checkbox"/>	Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name		Job Title	
Email address		Phone number	
<b>GEMS User 2</b> Add/Change <input type="checkbox"/>		Remove Access <input type="checkbox"/>	Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name		Job Title	
Email address		Phone number	
<b>GEMS User 3</b> Add/Change <input type="checkbox"/>		Remove Access <input type="checkbox"/>	Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name		Job Title	
Email address		Phone number	
<b>GEMS User 4</b> Add/Change <input type="checkbox"/>		Remove Access <input type="checkbox"/>	Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name		Job Title	
Email address		Phone number	
<b>GEMS User 5</b> Add/Change <input type="checkbox"/>		Remove Access <input type="checkbox"/>	Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name		Job Title	
Email address		Phone number	
Form completed by: <u>Paul A. Munoz</u> <small>Paul A. Munoz (Sep 30, 2022 01:43 PDT)</small>		Date: Sep 30, 2022	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
<u>Paul A. Munoz</u> <small>Paul A. Munoz (Sep 30, 2022 01:44 PDT)</small>		Paul A. Munoz	
Signature		Name	
Sep 30, 2022		Grant Director	
Date		Title	












# Grant Agreement - PT23111















Final Audit Report

2022-10-11

Created:	2022-09-29
By:	Tua Vang (tua.vang@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs1ppq870Okbbz00MQPDYXfhnnV62UcEU

## "Grant Agreement - PT23111" History

-  Document created by Tua Vang (tua.vang@ots.ca.gov)  
2022-09-29 - 2:41:17 PM GMT
-  Document emailed to pmunoz@hppolice.org for signature  
2022-09-29 - 2:41:23 PM GMT
-  Email viewed by pmunoz@hppolice.org  
2022-09-29 - 2:41:46 PM GMT
-  Signer pmunoz@hppolice.org entered name at signing as Paul A. Munoz  
2022-09-30 - 8:43:13 AM GMT
-  Document e-signed by Paul A. Munoz (pmunoz@hppolice.org)  
Signature Date: 2022-09-30 - 8:43:14 AM GMT - Time Source: server
-  Document emailed to pmunoz@hppolice.org for signature  
2022-09-30 - 8:43:16 AM GMT
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2022-09-30 - 8:43:34 AM GMT
-  Signer pmunoz@hppolice.org entered name at signing as Paul A. Munoz  
2022-09-30 - 8:44:23 AM GMT
-  Document e-signed by Paul A. Munoz (pmunoz@hppolice.org)  
Signature Date: 2022-09-30 - 8:44:25 AM GMT - Time Source: server
-  Document emailed to nmckay@hpcg.gov for signature  
2022-09-30 - 8:44:27 AM GMT
-  Email viewed by nmckay@hpcg.gov  
2022-09-30 - 7:47:49 PM GMT

-  Signer nmckay@hpca.gov entered name at signing as Nita McKay  
2022-09-30 - 7:49:45 PM GMT
-  Document e-signed by Nita McKay (nmckay@hpca.gov)  
Signature Date: 2022-09-30 - 7:49:46 PM GMT - Time Source: server
-  Document emailed to rreyes@hpca.gov for signature  
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2022-10-06 - 2:46:46 PM GMT
-  Signer rreyes@hpca.gov entered name at signing as Ricardo Reyes  
2022-10-06 - 4:36:35 PM GMT
-  Document e-signed by Ricardo Reyes (rreyes@hpca.gov)  
Signature Date: 2022-10-06 - 4:36:37 PM GMT - Time Source: server
-  Document emailed to Carolyn Vu (carolyn.vu@ots.ca.gov) for signature  
2022-10-06 - 4:36:39 PM GMT
-  Email viewed by Carolyn Vu (carolyn.vu@ots.ca.gov)  
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-  Document e-signed by Carolyn Vu (carolyn.vu@ots.ca.gov)  
Signature Date: 2022-10-06 - 4:41:27 PM GMT - Time Source: server
-  Document emailed to Barbara Rooney (barbara.rooney@ots.ca.gov) for signature  
2022-10-06 - 4:41:29 PM GMT
-  Email viewed by Barbara Rooney (barbara.rooney@ots.ca.gov)  
2022-10-11 - 10:07:46 PM GMT
-  Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)  
Signature Date: 2022-10-11 - 10:08:03 PM GMT - Time Source: server
-  Agreement completed.  
2022-10-11 - 10:08:03 PM GMT

ITEM NO. 5



**CITY OF HUNTINGTON PARK**  
Parks and Recreation Department  
City Council Agenda Report

January 17, 2023

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:

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DODGERS  
DREAMTEAM PROGRAM GRANT FROM THE LOS ANGELES DODGERS  
FOUNDATION FOR THE 2023 BASEBALL AND SOFTBALL SEASON AT SALT  
LAKE PARK.**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Adopt a Resolution authorizing the acceptance of the Dodgers Dreamteam Grant from the Los Angeles Dodgers Foundation for the 2023 Baseball season at Salt Lake Park; and
2. Authorize the City Manager to execute all related grant documents.

**BACKGROUND**

The Dodgers Dreamteam Program is a baseball and softball youth development program of the Los Angeles Dodgers Foundation (LADF) that aims to: increase participation in the sport and use it as an engagement tool to increase access to education, literacy, health, wellness and recreational resources in underserved communities. The Dodgers Dreamteam program utilizes a bigger than baseball approach and focuses on youth development as it engages communities and families in programming. The resources provided as part of the grant include: uniform jerseys, pants, socks, hats, practice t-shirts, gloves, bats, tees, catcher's gear, baseballs, softballs, workshops, skills training, financial assistance to offset umpire and field maintenance costs, financial assistance to offset staffing of a Dreamteam Coordinator to focus on this grant, an online registration tool, marketing materials, support from LADF and access to education and health resources for the youth and their families. This is an "Invitation Only" grant and fortunately, it will be the fourth consecutive year that we have been invited to apply for and potentially receive this grant.

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DODGERS  
DREAMTEAM PROGRAM GRANT FROM THE LOS ANGELES DODGERS  
FOUNDATION FOR THE 2023 BASEBALL AND SOFTBALL SEASON AT SALT  
LAKE PARK.**

January 17, 2023

Page 2 of 2

**FISCAL IMPACT/FINANCING**

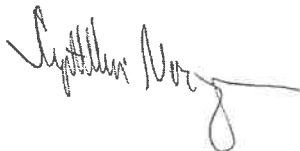
There is no fiscal impact. It will be the responsibility of the Parks and Recreation Department to ensure that all data is submitted and grant requirements are fulfilled should we be awarded.

**CONCLUSION**

Upon City Council approval of the recommended actions, staff will proceed with implementation of the grant and program if awarded.

Respectfully submitted,

RICARDO REYES  
Interim City Manager

A handwritten signature in black ink, appearing to read 'Cynthia Norzagaray', with a stylized flourish at the end.

CYNTHIA NORZAGARAY  
Director of Parks and Recreation

**ATTACHMENT(S)**

- A. Resolution authorizing the acceptance of the Dodgers Dreamteam Grant from the Los Angeles Dodgers Foundation for the 2023 baseball and softball season at Salt Lake Park.



## ATTACHMENT "A"



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\_\_\_\_\_  
Eduardo Martinez, Mayor

**ATTEST:**

\_\_\_\_\_  
Eduardo Sarmiento  
City Clerk

ITEM NO. 6



# **CITY OF HUNTINGTON PARK**

Community Development Department  
City Council Agenda Report

January 17, 2023

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

Honorable Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH ROSS DRESS FOR LESS, INC.**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve an Agreement with Ross Dress For Less LLC; and
2. Authorize the City Manager to negotiate and execute the final terms of the Agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Huntington Park ("City") and Ross Dress For Less, Inc. a Virginia Corporation ("Ross") have a mutual interest to enter into an agreement for specific development elements of the property located at 6360 Pacific Boulevard, Huntington Park, CA 90255 ("Property"). Ross as a tenant, will lease the subject site which Ross intends to occupy for retail use. As such, Ross engaged the City to request dispensation on four (4) essential elements as follows: waiving the in-lieu parking fees, use of the existing rooftop sign facing Pacific Boulevard, a defined loading zone behind the proposed retail development, and be entitled to use the space as a discount retailer.

The roof top sign remaining at the location is contingent on the owner providing structural calculations that ensure compliance with the City's building code which has been completed and accepted by the City's building department. The Agreement allows the City to facilitate the creation of a new retail-space in a location that has been vacant for four (4) plus years. Additionally, this agreement ensures that the City maintains full control of its City-owned facilities with a limited scope of use and term that ceases if the tenant stops operations as Ross Dress for Less in any capacity. At which time, the owner or tenant will have to re-negotiate with the City for any future retail use. It is important to note that the Agreement does not limit the ability of the City to explore future opportunities for development at the adjacent Rita Parking Lot. All stipulations for this proposed agreement are set forth in Exhibit "A" of this staff report. Staff recommends the approval of the Agreement.

**CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH ROSS DRESS FOR LESS, INC.**

January 17, 2023

Page 2 of 2

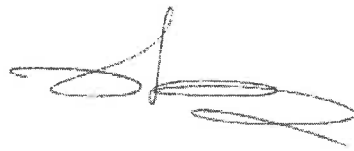
**FISCAL IMPACT/FINANCING**

This item does not have a negative fiscal impact to the City's general fund. Retail sales tax would be generated to the City's general fund as a result of the Ross operations.

**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**STEVE FORSTER**  
Community Development Director

**ATTACHMENT(S)**

A: Agreement

## ATTACHMENT "A"

## ATTACHMENT "A"

### AGREEMENT REGARDING PROPERTY 6360 PACIFIC BLVD.

This Agreement Regarding Property 6360 Pacific Blvd. (this "**Agreement**") dated this [ ] of January, 2023 (the "**Effective Date**"), is made and entered into by and between the **CITY OF HUNTINGTON PARK**, a municipal corporation ("**City**"), whose address is 6550 Miles Avenue, Huntington Park, California 90255 and **ROSS DRESS FOR LESS, INC.**, a Virginia corporation, whose address is 5130 Hacienda Drive, Dublin, California 94568, in connection with the operation of a Ross retail store operating as a subsidiary of Ross Dress for Less, Inc. ("**Ross**") at the Property (as defined below). Each of the City and Ross are sometimes referred to herein as, individually, a "**Party**" and collectively, "**Parties**".

#### RECITALS

**WHEREAS**, the City is the owner of that certain real property measuring approximately 65,850 +/- square feet and having Assessor's Parcel Number 6320-030-906 and more commonly referred to as 6335 Rita Avenue located in the City of Huntington Park, Los Angeles County, California, consisting of 164 of parking spaces (the "**City Parking Lot**");

**WHEREAS**, Ross is entering into a lease for certain real property having Parcel Number 6320-030-035 ("**Ross Lease**"), more commonly referred to as 6360 S. Pacific Blvd. located in the City of Huntington Park, Los Angeles County, California, 90255-4102 (the "**Property**"), and in connection therewith, subject to the terms and provisions set forth in this Agreement: (i) the City has agreed to waive certain parking fees and parking requirements relating to the Property; (ii) the City has agreed that Ross may use the existing rooftop sign at the Property (the "**Rooftop Sign**") to display Ross's name and logo subject to the terms and provisions of this Agreement; (iii) the City has agreed that Ross may operate as a discount retailer; and (iv) the City has agreed to grant to Ross a license to use the Loading Zone Area (as defined below) as a loading zone for the Property, all subject to the Ross Operating Condition as defined herein.

**WHEREAS**, the City and Ross desire to enter into this Agreement to memorialize their agreements relating to the foregoing Ross operating right, Rooftop Sign, loading zone matters and in lieu parking fees, all as further set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and conditions contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. **Parking Requirements Waiver.** The City hereby agrees that, so long as Ross does not cease operating the store as a Ross for more than one hundred eighty (180) consecutive calendar days (except for temporary closures due to events of force majeure, casualty, reconstruction, condemnation; any orders, directives, or guidance issued by any local, state or national governmental entity, including, without limitation, the U.S. Centers for Disease Control and Prevention and the World Health Organization, in connection with a declared health emergency, epidemic or pandemic (a "Health Emergency")) that prohibits Ross from operating the store open to the public as a Ross store on any



portion of the Property during said Health Emergency (herein, the “**Ross Operating Condition**”), the City shall waive the following requirements: (i) any and all in lieu parking fees applicable to the Property so long as the Ross Operating Condition is satisfied, and (ii) any and all parking requirements relating to the Property, including, without limitation, any minimum parking space or parking ratio requirement or requirement for ADA parking spaces. The Ross Operating Condition shall refer and apply to the Ross retail store occupied and operated at the Property by Ross, as set forth herein.

2. **Rooftop Sign.** Notwithstanding any Huntington Park Municipal Code and/or the General Plan (collectively, the “**Code**”) requirement to the contrary, the City approves the use of the Rooftop Sign by Ross to display Ross’s name and logo thereon (the “**Rooftop Sign**”) as set forth in the sign package submitted by Ross on August \_\_\_\_, 2022 in connection with Ross’s plans. In the event the Ross Operating Condition is not satisfied the Rooftop Sign shall not be used for any other purpose or other tenant signage without the prior written authorization and consent of the City. In addition, the City’s approval to any change in Ross’s name and logo pursuant to a corporate-wide change of Ross’s logo shall not be unreasonably withheld, conditioned or delayed.

3. **Loading Zone License.**

3.1 **Loading Zone License.** Effective as of the Effective Date and so long as the Ross Operating Condition is satisfied, the City hereby grants to Ross and Ross hereby licenses from the City, upon and subject to the terms and conditions of this Section 3, for use by Ross, and its employees, visitors, licensees, and invitees (collectively, the “**Ross Parties**”), a license to use that certain portion of the City Parking Lot as depicted on **Exhibit “A”** attached hereto (the “**Loading Zone Area**”) as a loading zone for the Property, and in connection therewith, Ross shall have non-exclusive access to those portions of the City Parking Lot adjacent to the Loading Zone Area as reasonably necessary for ingress and egress to and from the Loading Zone Area and the adjacent public streets. The City grants Ross the use of the Loading Zone Area on a non-exclusive basis, except seven (7) days per week during the hours of 4:00 a.m. to 9:00 a.m. (the “**Exclusive Hours**”) when such grant of use shall be on an exclusive basis, subject to the City’s use of said Loading Zone area on an emergency basis. Notwithstanding anything to the contrary herein, the City reserves the right to modify the Loading Zone Area on a temporary basis as long as the City provides a reasonable alternative for a period of ninety (90) days.

3.2 **Loading Zone Work.** Prior to Ross’s occupancy of the Property including any occupancy relating to the performance of any tenant improvement work within the Property, Ross at its sole cost, will submit for approval, design, and construct the improvements necessary so that the Loading Zone Area is ready for use by Ross for loading zone purposes (“**Loading Zone Work**”).

3.3 **Term of License; City Termination Right.** The license set forth herein is effective from the Effective Date as noted herein until the Ross Operating Condition is no longer satisfied. If, following Ross’s initial opening for business at the Property the Ross Operating Condition is not satisfied, the City shall have the right to terminate the license set forth in this Section 3 on thirty (30) days’ prior written notice to Ross.

3.4 **Notification of Incidents.** Ross shall report to City any accident or incident relating to the use of the Loading Zone Area under this Section 3 which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Ross, Owner and/or City. Ross shall use commercially reasonable efforts to report to the City any such

incident in writing or by email to the City within forty-eight (48) hours of Ross's knowledge of such occurrence.

4. **Ross Right to Operate as a Discount Retailer.** The City has agreed, by executing this Agreement, that Ross may operate as a discount retailer at the Property.

5. **Consideration.** City and Ross each expressly agree and warrant that this Agreement is supported by good and adequate consideration, the receipt and adequacy of which is expressly acknowledged by the Parties.

6. **Insurance.**

6.1 Beginning on the date that Ross uses the Loading Zone Area in connection with the license in Section 3 above, Ross, at its sole cost and expense, shall carry, maintain, and keep in full force and effect insurance against claims for loss, death, or injuries to persons, and damage, loss, or injury to property in connection with Ross's use of the Loading Zone Area pursuant to Section 3. Such insurance shall be of the types and in the amounts as set forth below.

6.2 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage, per occurrence, which insurance shall contain an endorsement naming the City as an Additional Insured. On written request by the City, Ross shall provide to the City's Risk Manager (at the address for City set forth in the notice provisions of this Agreement below) a valid certificate of insurance showing that the aforesaid policy is in effect and in the required amount. The insurance required under this Section 6 shall be primary to any coverage available to the City. Any insurance or self-insurance maintained by the City or its officers, employees, agents or volunteers, shall be in excess of Ross's insurance and shall not contribute with it.

6.3 Notwithstanding anything to the contrary herein contained, provided that either Ross or its parent company, Ross Stores, Inc., maintains a net worth of at least One Hundred Million Dollars (\$100,000,000) and maintains adequate reserves, then Ross shall have the option, either alone or in conjunction with Ross Stores, Inc., to maintain self-insurance and/or provide or maintain the insurance required by Ross under Section 6.2 above, provided the same does not thereby decrease the insurance coverage or limits set forth in this Agreement. Any self-insurance shall be deemed to contain all of the terms and conditions applicable to such insurance as required in this Agreement. If Ross elects to self-insure, then Ross shall provide the City notice of such self-insurance and Ross shall give the City not less than thirty (30) days' advance notice before Ross, in its sole discretion, ceases to self-insure its insurance obligations pursuant to this Section 6.3 and shall comply instead with the provisions of Section 6.2. The City may request, upon written notice reasonably acceptable evidence of the satisfaction of said self-insurance and the required net worth as referenced herein. With respect to any claims which may result from incidents occurring during the Term of this Agreement, such self-insurance obligation shall survive the expiration or earlier termination of this Agreement to the same extent as the insurance required would survive.

6.4 **Indemnification Relating to the License.** Ross hereby agrees to indemnify, defend, and hold harmless the City, and its officials, officers, directors and employees (collectively, "**City Indemnified Parties**") from and against all liability, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorneys' fees (collectively, the "**Claims**"), imposed upon, incurred by or asserted against any of the City Indemnified Parties by reason of (i) Ross and/or the

Ross Parties' use of and access to the Loading Zone Area, and/or (ii) Ross's failure to perform its obligations under the license set forth in Section 3. Notwithstanding the foregoing, Ross shall not indemnify, defend, or hold harmless the City Indemnified Parties from any Claims arising out of or resulting from the negligence or willful misconduct of the City Indemnified Parties nor from any act or occurrence arising prior to the Effective Date of this Agreement or after any termination of the license pursuant to Section 3.3 above

7. **Representations and Warranties.** Each Party to this Agreement represents and warrants to the other Party that it has the power and authority to enter into this Agreement binding such Party to the terms and conditions contained herein.

8. **Compliance with Law.** Except as otherwise provided herein (including with regard to City parking requirements and the use of the Rooftop Sign and Loading Zone Area), Ross shall comply with the Code and all applicable laws. Ross has previously submitted (a) a Building Permit Application (Plan Check No. 14537), which Building Permit Application was issued Permit No. 15197 on December 15, 2022 ("**Building Permit**"), (b) an Electrical Permit Application (Plan Check No. 14697), which Electrical Permit Application was issued Permit No. 15198 on December 15, 2022 ("**Electrical Permit**"), (c) a Plumbing Permit Application (Plan Check No. 14698), which Plumbing Permit Application was issued Permit No. 15199 on December 15, 2022 ("**Plumbing Permit**"), and (d) a Mechanical Permit Application (Plan Check No. 14699), which Mechanical Permit Application was issued Permit No. 15200 on December 15, 2022 ("**Mechanical Permit**," and collectively with the Building Permit, Electrical Permit and the Plumbing Permit, the "**Permits**"). The City agrees that the issuance of the Permits constitutes the City's agreement that the plans submitted in connection with the Permits are in compliance with Code, including, without limitation, that the main entrance to the building on the Property at its existing corner location complies with Code.

9. **No Discrimination.** Ross shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, or medical condition.

10. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) when transmitted by email of a PDF document during normal business hours (with confirmation of transmission), provided an original is deposited in first-class mail within one (1) business day after such transmittal addressed as set forth below; (c) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (d) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid, and return receipt requested, addressed to the Parties as set forth below. Any Party may change its address for notices by giving written notice to the other Party in the manner set forth above. Each notice or other communication shall be addressed to the Party to whom such notice or communication is to be given at the respective Party's address set forth below:

To City:	City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255 Attn: Ricardo Reyes, City Manager Tel: (323) 582-6161 Email: rreyes@hpca.gov
----------	---

To Ross: Ross Dress for Less, Inc.  
5130 Hacienda Drive  
Dublin, CA 94568-7579  
Attn: **Real Estate Law Department**  
Facsimile #: (925) 965-4174  
Phone #: (925) 965-4400

11. **Miscellaneous.**

11.1 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

11.2 **Entire Agreement; Amendments.** Ross and City each hereby agree that such Party has not relied upon or regarded as binding any prior or contemporaneous agreements, negotiations, representations, or understandings, whether oral or written, except as expressly set forth herein. This Agreement, together with any documents and exhibits referred to herein, embodies the entire understanding among the Parties, and constitutes the final, complete, and exclusive statement of the terms of the Parties' agreement. No amendment or modification of this Agreement shall be valid or binding unless in writing and executed by both Parties.

11.3 **Remedies.** A loss of use of the Property, the Rooftop Sign and/or the Loading Zone Area or other breach of this Agreement by a Party (herein "**Breaching Party**") shall entitle the non-breaching Party ("**Non-Breaching Party**") to pursue any remedies available to it at law or in equity, including, without limitation, specific performance and injunctive relief, it being the understanding and agreement of the Parties that such a breach may cause the Non-Breaching Party to suffer material and irreparable injury and damage not compensable in money.

11.4 **Estoppel Certificates.** Not later than ten (10) business days after receipt of a request for an estoppel certificate from either Party to this Agreement, the other Party shall provide an estoppel certificate stating that this Agreement has not been modified, or, if modified, stating the nature of the modification, and certifying that this Agreement, as modified, is in full force and effect. The estoppel certificate also shall identify any monetary or other obligations then due or unperformed and contain any additional information regarding this Agreement as may be reasonably set forth in the request.

11.5 **Attorney, Expert, Consultant Fees and Costs.** The prevailing party in any action or proceeding to enforce or interpret this Agreement or otherwise arising out of or in connection with the subject matter of this Agreement (including, but not limited to, any suit, arbitration, entry of judgment, post judgment motion, or enforcement, appeal, bankruptcy litigation, attachment, or levy) shall be entitled to recover its costs and expenses, including, but not limited to, reasonable attorneys', experts', and consultants' fees and costs.

11.6 **No Partnership or Third Party Beneficiary.** This Agreement and any further documents or actions executed by the Parties in connection with this Agreement shall not create nor be deemed under any circumstances to create any joint venture or partnership between the Parties or to render the Parties joint venturers or partners. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity shall have or acquire any rights or remedies under this Agreement.

11.7 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.8 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

[END OF TEXT; SIGNATURES ON FOLLOWING PAGE(S)]

**TO EFFECTUATE THIS AGREEMENT**, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**ROSS:**

**ROSS DRESS FOR LESS, INC.,**  
a Virginia corporation

By: \_\_\_\_\_  
Gregg McGillis  
Its: Group Executive Vice President,  
Property Development

By: \_\_\_\_\_  
Richard G. Lietz  
Its: Group Senior Vice President, Real  
Estate

**CITY:**

**CITY OF HUNTINGTON PARK**, a municipal  
corporation

By: \_\_\_\_\_  
Ricardo Reyes, City Manager

Date: \_\_\_\_\_





**ITEM NO. 7**



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

January 17, 2023

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

Honorable Mayor and Members of the City Council:

## **2023 CONTRACT FOR GA TECHNICAL SERVICES TO PROVIDE MAINTENANCE SERVICES TO THE T2 SYSTEMS PARKING MACHINES LOCATED ON PACIFIC BOULEVARD**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Approve a 1-year sole source maintenance contract with GA Technical Services to maintain the T2 Parking System.

### **BACKGROUND**

In 2017, the City approved the installation of twenty-eight (28) pay station parking machines purchased from T2 Systems (T2), these were installed on both the East and West side of Pacific Blvd from Florence Avenue to Slauson Avenue. The annual revenue received each year utilizing the T2 parking machine system and mobile application are as follow, accompanied by the number of citations issued on Pacific Blvd during stated periods:

Annual Revenue	Citations Issued
2017: \$448,451.45	1100
2018: \$660,681.55	776
2019: \$545,443.60	1198
2020: \$231,852.50	258
2021: \$316,749.00	551
2022: \$335,357.10	1984

Since the machines being installed in 2017, the city has been managing repairs utilizing City staff. Due to extensive reoccurring mechanical issues causing several machines to become non-operational, this causes the annual revenue to fluctuate.

In November 2022, the City spoke to T2 to request a field visit to service the machines. T2 informed the city they do not have a maintenance department to service their

**2023 CONTRACT FOR GA TECHNICAL SERVICES TO PROVIDE MAINTENANCE SERVICES TO THE T2 SYSTEMS PARKING MACHINES LOCATED ON PACIFIC BOULEVARD**

**January 17, 2023**

Page 2 of 3

machines. Being their machines are proprietary, T2 Provided contact information for the only authorized company (GA Technical Services) (GAT) in this region of California to service their machines.

The City not having a maintenance contract with GAT, requested GAT to mobilize service technician(s) to repair and/or install replacement parts as needed. The hourly rate for those services charged by GAT was \$95 per hour for each technician dispatched. In November, this resulted in a repair invoice for the City of \$10,467.11, again in December resulting in a repair invoice of \$1,895. Currently, there are some mechanical issues outstanding resulting in parts to be ordered for the affected machines. City staff has been mobilizing to replace these parts to eliminate any future hourly charges to be incurred to the City while this contract is considered for adoption.

It is recommended by GAT and if the City Council agrees, for the first year; GAT perform two preventative maintenance inspections for a rate of \$2,229.50 for each visit; resulting in a total of \$4,459 for the first year. Any mechanical issues that become apparent outside the stated field visits; City staff would perform minor repairs. If the City requests additional field services from GAT, outside the two forementioned 3-month service intervals, the flat hourly rate for said services charged to the City by GAT will be \$195 per hour. This flat rate includes all technicians GAT mobilizes within each hour to service any non-operational machines in question.

**FISCAL IMPACTS**

Fiscal Impact to the General Fund would be in the amount of \$4,459. However, this cost is likely to be offset by addressing pay stations not working in a timely/proactive manner resulting in lost revenue and more costly repairs.

**CONCLUSION**

It is recommended that the City Council approve the forementioned contract to better manage costs by encompassing preventative service needs under the maintenance schedule outlined therein. In addition, it is anticipated by securing a maintenance contract, the machines will result in more favorable consistent enforcement for the parking program on Pacific Blvd.

**2023 CONTRACT FOR GA TECHNICAL SERVICES TO PROVIDE MAINTENANCE  
SERVICES TO THE T2 SYSTEMS PARKING MACHINES LOCATED ON PACIFIC  
BOULEVARD**

**January 17, 2023**

Page 3 of 3

Respectfully submitted,



**RICARDO REYES**  
City Manager



**STEVE FORSTER**  
Community Development Director

**ATTACHMENTS**

ATTACHMENT "A" Cover Letter  
ATTACHMENT "B" Maintenance Contract  
ATTACHMENT "C" 3-Month Interval Service Summary  
ATTACHMENT "D" 2017 T2 Annual Transaction Summary  
ATTACHMENT "E" 2018 T2 Annual Transaction Summary  
ATTACHMENT "F" 2019 T2 Annual Transaction Summary  
ATTACHMENT "G" 2020 T2 Annual Transaction Summary  
ATTACHMENT "H" 2021 T2 Annual Transaction Summary  
ATTACHMENT "I" 2022 T2 Annual Transaction Summary

## ATTACHMENT "A"

# ATTACHMENT "A"



4650 Arrow Hwy, Ste G7 | Phone: (909) 981-8600  
Montclair, CA 91763 | Fax: (909) 382-9897  
Website: [www.GaTechServices.com](http://www.GaTechServices.com)

December 1, 2022

City of Huntington Park  
Paul Bollier, Enforcement Manager  
6550 Miles Ave  
Huntington Park, CA 90255

## **Re: T2 Parking Machines Maintenance for the City of Huntington Park**

Hello Paul Bollier:

GA Technical Services, Inc. (GATS) is a premier provider of General Contracting, Telecommunications and Electrical Services. We have valid California B-General Contractor, C10-Electrical and a C7-Low Voltage systems license since 2003, which enables us to offer a vast menu of installation and service programs nationwide that we provide directly to end user organizations, contractors and public/governmental entities.

GATS is pleased to offer its Installation of Digital Parking Meters Services. GATS offers maintenance services agreements and ensures to follow all manuals when installing the T2 pay stations. In order to ensure customer satisfaction, GATS prepares a T2 Systems Maintenance Checklist in addition to a Pay Station Pre-Installation Checklist for the specific location.

Our background in these services with our exceptional management team allows GATS the ability to provide design assistance installation and testing services that will ensure quality and on time completion of your project. We have been providing these services for over 10 years and have worked with T2 Systems Canada, Inc. and others offering price competitive quality installations.

We are very interested in working with the City of Huntington Park and we pride our self on our quality of work with very competitive pricing and know that GATS can help th City in achieving their goals.

Sincerely,

Frank Cervantes  
Project Manager

E-mail: [Frank.Cervantes@GaTechServices.com](mailto:Frank.Cervantes@GaTechServices.com)  
Office: (909) 981-8600 Ext. 224  
Mobile: (909) 227-6492  
Fax: (909) 382-9897

## **ATTACHMENT "B"**

# ATTACHMENT "B"



**GA Technical Services**  
YOUR BEST POWER & NETWORK CONNECTION

## GA TECHNICAL SERVICES, INC

---

4650 ARROW HWY, STE G7.  
MONTCLAIR, CA 91763

PHONE: (909) 981-8600  
FAX: (909) 382-9897

### **Contract for Services Rendered (Maintenance Services)**

This annual maintenance contract ("Agreement") dated as of December 1<sup>st</sup>, 2022, is between **GA Technical Services, Inc** (hereinafter referred to as "the Provider") a corporation with an address at 4650 Arrow Hwy, Ste G7, Montclair, CA 91763 and **City of Huntington Park** (hereinafter referred to as "the Client"), a corporation with an address at 6550 Miles Ave, Huntington Park, CA 90255.

The parties agree as follows:

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

#### 1. Maintenance Services

Contractor shall provide Customer with the following maintenance services on the installed T2 Payment Machines:

Maintenance services will begin as of January 1, 2023, and continue for one year (December 31, 2023). The services will stop after one year if not renewed by the City of Huntington Park.

#### 2. Preventive Maintenance Site Visits

- a. At a minimum, these site visits will be quarterly in the first year of operations following the Completion Date and annually thereafter and shall include:
  - i. System testing
  - ii. System visual inspection.
  - iii. Routine system maintenance includes correction of loose electrical connections, ground connections, replacement of defective modules found during testing, other minor maintenance repair work and field service repair. Landscaping works are not included.



b. Customer Service Support. Support consists of a technical support line 1-909-981-8600 8:00 a.m. to 4:30 p.m. PST M-F)

3. Scope of Work.

- a. Service provider shall provide labor and incidental materials needed to respond to maintenance needs and provide preventative maintenance for one fee collection machines. includes but is not limited to:
  - i. Provide service and repair or replacement on an on-call basis of malfunctioning components to include controllers, bill validators, credit/debit readers, modems, batteries, power supplies, solar panels, hoppers, coin accepters, printers, screens, sensors, bill stackers, coin bags, door locks and mechanisms, and all additional mechanical or electrical device or configuration.
  - ii. Provide one scheduled quarterly preventative maintenance visit per machine to include cleaning of all electronic and mechanical components, calibration and alignment of door hardware, cleaning of interior and exterior of machines, and testing and calibration of all components including bill validators, credit/debit acceptors, printers, modems, and data connections.
  - iii. Provide a customer service technical support line Monday through Friday 8:00 a.m. to 4:30 p.m. Support consists of troubleshooting for all potential malfunctioning or defective parts or components of fee collection machines. Service Provider will attempt to guide State staff through minor maintenance issues. If the service provider is unable to guide staff to successfully remedy the issue, a service request will be generated. All service calls received on Friday after 4:30 p.m. PST will be responded to until Monday 8:00 a.m. PST. If the Service Call is after-hours and immediate assistance is required, the call will be billed at a rate of \$130 per hour, portal to portal.
  - iv. Provide handling and shipping of all warranty exchanges. State to supply an adequate number of spare parts for immediate repair of defective modules pending receipt of warranty replacement modules.

4. Quarterly Service Report

- i. Service Provider shall provide, within one week of each quarter, a service history report for each fee collection machine containing the following information:
  - 1. Date of service
  - 2. Components cleaned/serviced
  - 3. General condition of machine
  - 4. Inventory of spare components
  - 5. Comments
  - 6. Recommendations
  - 7. Service Personnel who completed service

**ATTACHMENT C**



Your Best Power & Network Connection  
**GA Technical Services, Inc.**

# ATTACHMENT "C"

Installation Site:  
City of Huntington Park

**GA Technical Services**  
Established Since 2002  
4630 Aurora Hwy, Ste. C7 • Norwalk, CA 91768  
Headquarters (909) 984-9600 • Toll Free (877) 909-GATS • Fax (909) 882-9897

Today's Date: November 7, 2022

Description	QTY	UNIT	LABOR	MATERIAL	TOTAL
<i>City of Huntington Park Vehicle Parking Machines</i>					
Provide Service for all machines (3 Month Interval)	28	EA	\$ 2,229.50	UPON VISIT	\$ 2,229.50
<b>TOTALS</b>			<b>\$ 2,229.50</b>	UPON VISIT	<b>\$ 2,229.50</b>
<b>Total:</b>					

**\$ 2,229.50**

Description	QTY	UNIT	LABOR	MATERIAL	TOTAL
<i>City of Huntington Park Vehicle Parking Machines</i>					
Provide Service for all machines (Yearly)	28	EA	\$ 4,304.04	UPON VISIT	\$ 4,304.04
(Includes semi-annually service as requested by customer)			\$ -		\$ -
<b>TOTALS</b>			<b>\$ 4,304.04</b>		<b>\$ 4,304.04</b>
<b>Total:</b>					

**\$ 4,304.04**

The City of Huntington Park has the option to cancel with a 30 day notice. The city will be invoiced for any time period service was performed.

All Labor and Material is guaranteed for 1 year from from acceptance date.

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the proposal for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof. Any change involving extra cost of labor or materials will be executed only after submission and acceptance of written change. All equipment will be quoted and charge separately from this invoice.

## ATTACHMENT "D"

**ATTACHMENT "D"**

**Ticket #: All**

Coupon Code: N/A

Transaction Type: All

Grouping: None

CASH			TOTAL		
Total Collections	367671	\$369553.25	Total Transactions		423907
Revenue	367795	\$369553.25	Total Collections		\$448451.45
Change Issued	0	\$0.00	Revenue		421579
Refund Tickets	0	\$0.00			\$448451.45
Total Refunds	0	\$0.00			
Excess Payment	19193	\$6090.17			
Attendant Deposit	0	\$0.00			

CREDIT CARD			PATROLLER CARD		
Total Collections	54045	\$78898.20	Revenue	0	\$0.00
Revenue	54045	\$78898.20	Test Transactions	0	\$0.00

PASSCARD			SMART CARD		
Total Collections	0	\$0.00	Revenue	0	\$0.00
Revenue	0	\$0.00	Recharges	0	\$0.00

CASH			TOTAL		
Total Collections	367671	\$369553.25	Total Transactions		423907
Revenue	367795	\$369553.25	Total Collections		\$448451.45
Change Issued	0	\$0.00	Revenue		421579
Refund Tickets	0	\$0.00			\$448451.45
Total Refunds	0	\$0.00			
Excess Payment	19193	\$6090.17			
Attendant Deposit	0	\$0.00			

CREDIT CARD			PATROLLER CARD		
Total Collections	54045	\$78898.20	Revenue	0	\$0.00
Revenue	54045	\$78898.20	Test Transactions	0	\$0.00

PASSCARD			SMART CARD		
Total Collections	0	\$0.00	Revenue	0	\$0.00
Revenue	0	\$0.00	Recharges	0	\$0.00

## ATTACHMENT "E"

# ATTACHMENT "E"

**Ticket #:** All

Coupon Code: N/A

Transaction Type: All

Grouping: None

CASH				TOTAL
Total Collections	516889	\$530316.30		603188
Revenue	517038	\$530316.30		\$660681.55
Change Issued	0	\$0.00		
Refund Tickets	0	\$0.00		
Total Refunds	0	\$0.00		
Excess Payment	24892	\$7896.22		
Attendant Deposit	0	\$0.00		

CREDIT CARD				TOTAL
Total Collections	86543	\$130365.25		603030
Revenue	86543	\$130365.25		\$660681.55

PATROLLER CARD				TOTAL
Revenue	0	\$0.00		
Test Transactions	0	\$0.00		

SMART CARD				TOTAL
Revenue	0	\$0.00		
Recharges	0	\$0.00		

CASH		TOTAL
Total Collections	516889	\$530316.30
Revenue	517038	\$530316.30
Change Issued	0	\$0.00
Refund Tickets	0	\$0.00
Total Refunds	0	\$0.00
Excess Payment	24892	\$7896.22
Attendant Deposit	0	\$0.00

CREDIT CARD		TOTAL
Total Collections	86543	\$130365.25
Revenue	86543	\$130365.25

PATROLLER CARD		TOTAL
Revenue	0	\$0.00
Test Transactions	0	\$0.00

SMAART CARD		TOTAL
Revenue	0	\$0.00
Recharges	0	\$0.00

TOTAL		TOTAL
Total Transactions		603188
Total Collections		603030
Revenue		\$660681.55

## ATTACHMENT "F"



# T2 Iris Transaction Summary 12/29/2022 8:11 AM PST

## ATTACHMENT "F"

Date/Time: 01/01/2019 12:00:00 AM to 12/31/2019 11:44:59 PM PST

Ticket #: All

Organization: Huntington Park

Coupon Code: N/A

Location: All Locations

Transaction Type: All

Stall Number: N/A

Plate Number: N/A

Grouping: None

### Overall Summary

CASH		CREDIT CARD		PATROLLER CARD		TOTAL	
Total Collections	387461	\$409524.85	Total Collections	88346	\$135918.75	Total Transactions	475630
Revenue	387679	\$409524.85	Revenue	88346	\$135918.75	Total Collections	475405
Change Issued	0	\$0.00	Test Transactions	0	\$0.00	Revenue	\$545443.60
Refund Tickets	0	\$0.00	Revenue	0	\$0.00		
Total Refunds	0	\$0.00	Recharges	0	\$0.00		
Excess Payment	16366	\$5078.45					
Attendant Deposit	0	\$0.00					

## ATTACHMENT "G"

# ATTACHMENT "G"

Ticket #: All

Coupon Code: N/A

Transaction Type: All

Grouping: None

CASH			TOTAL		
Total Collections	180489	\$183196.00	Total Transactions		212037
Revenue	180622	\$183196.00	Total Collections		211899
Change Issued	0	\$0.00	Revenue		212032
Refund Tickets	0	\$0.00			
Total Refunds	0	\$0.00			
Excess Payment	3343	\$1159.40			
Attendant Deposit	0	\$0.00			

CREDIT CARD			TOTAL		
Total Collections	31554	\$48656.50	Total Transactions		212037
Revenue	31554	\$48656.50	Total Collections		211899

PATROLLER CARD			TOTAL		
Revenue	0	\$0.00	Total Transactions		212037
Test Transactions	0	\$0.00	Total Collections		211899

PASSCARD			TOTAL		
Total Collections	0	\$0.00	Total Transactions		212037
Revenue	0	\$0.00	Total Collections		211899

SMART CARD			TOTAL		
Revenue	0	\$0.00	Total Transactions		212037
Recharges	0	\$0.00	Total Collections		211899

CASH			TOTAL		
Total Collections	180489	\$183196.00	Total Transactions		212037
Revenue	180622	\$183196.00	Total Collections		211899
Change Issued	0	\$0.00	Revenue		212032
Refund Tickets	0	\$0.00			
Total Refunds	0	\$0.00			
Excess Payment	3343	\$1159.40			
Attendant Deposit	0	\$0.00			

CREDIT CARD			TOTAL		
Total Collections	31554	\$48656.50	Total Transactions		212037
Revenue	31554	\$48656.50	Total Collections		211899

PATROLLER CARD			TOTAL		
Revenue	0	\$0.00	Total Transactions		212037
Test Transactions	0	\$0.00	Total Collections		211899

PASSCARD			TOTAL		
Total Collections	0	\$0.00	Total Transactions		212037
Revenue	0	\$0.00	Total Collections		211899

SMART CARD			TOTAL		
Revenue	0	\$0.00	Total Transactions		212037
Recharges	0	\$0.00	Total Collections		211899

## ATTACHMENT "H"

# T2 Iris Transaction Summary 01/04/2023 6:31 AM PST

# ATTACHMENT "H"

Date/Time: 01/01/2021 12:00:00 AM to 12/31/2021 11:44:59 PM PST

Ticket #: All

Organization: Huntington Park

Coupon Code: N/A

Location: All Locations

Transaction Type: All

Stall Number: N/A

Plate Number: N/A

Grouping: None

## Overall Summary

CASH		CREDIT CARD		PATROLLER CARD		TOTAL	
Total Collections	206224	\$237900.40	Total Collections	48280	\$78848.60	Total Transactions	254289
Revenue	206283	\$237900.40	Revenue	48280	\$78848.60	Total Collections	254226
Change Issued	0	\$0.00	PATROLLER CARD		Revenue	0	\$0.00
Refund Tickets	0	\$0.00	Test Transactions	0	\$0.00	Revenue	254285
Total Refunds	0	\$0.00	SMART CARD		Recharges	0	\$0.00
Excess Payment	5054	\$1741.29	Revenue	0	\$0.00		
Attendant Deposit	0	\$0.00	Recharges	0	\$0.00		

## ATTACHMENT "I"

# T2 Iris Transaction Summary 01/04/2023 6:18 AM PST

# ATTACHMENT "I"

Date/Time: 01/01/2022 12:00:00 AM to 12/31/2022 11:59:59 PM PST

Ticket #: All

Organization: Huntington Park

Coupon Code: N/A

Location: All Locations

Transaction Type: All

Stall Number: N/A

Plate Number: N/A

Grouping: None

## Overall Summary

CASH		CREDIT CARD		PATROLLER CARD		TOTAL	
Total Collections	176921	\$209985.65	Total Collections	76328	\$125371.45	Total Transactions	252937
Revenue	176979	\$209985.65	Revenue	76328	\$125371.45	Total Collections	252853
Change Issued	0	\$0.00	PASSCARD			Revenue	252911
Refund Tickets	0	\$0.00	Total Collections	0	\$0.00		
Total Refunds	0	\$0.00	Revenue	0	\$0.00		
Excess Payment	3873	\$1390.00	SMART CARD				
Attendant Deposit	0	\$0.00	Revenue	0	\$0.00		
			Recharges	0	\$0.00		

**ITEM NO. 8**





# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

January 17, 2023

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

Honorable Mayor and Members of the City Council:

## **AUTHORIZATION TO OPEN THE RITA PARKING STRUCTURE FOR PUBLIC PARKING**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Authorize City staff to reopen the Rita Parking structure for a period of 90 days and evaluate parking use.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Rita parking structure is located on Rita Avenue just north of Florence Avenue. The structure is two stories with a total parking availability of 264 spaces (130 lower and 134 upper level). The parking structure was previously operated by a private vendor via a contract with the City. The parking vendor opted out of the contract after the start of the Covid pandemic as it was losing money operating the facility. The structure has since sat vacant and has experienced repeated vandalism. Public Works and Police routinely patrol the structure to prevent individuals from "camping" in the structure and to abate graffiti and trash that accumulates.

Several property owners and businesses have approached City staff on reopening the structure to accommodate parking in the area. The existing private parking lots in the area are typically at capacity and vehicles waiting for open parking spots create traffic congestion in and around the area. The parking structure could be made available to businesses and residents to alleviate parking density issues around the structure and immediate neighborhood. By opening the structure, patrons of the businesses would have available parking, and employees of the businesses would have available parking freeing up other private and public spaces. In addition, residents could use the location for temporary parking during street sweeping and street repairs.

Staff would propose a period of 90 days to evaluate the use of the facility and better understand the peak period demands for parking in the area. The structure currently has been vandalized and has no electrical capability to power lighting. As such, hours of

# **AUTHORIZATION TO OPEN THE RITA PARKING STRUCTURE FOR PUBLIC PARKING**

**January 17, 2023**

Page 2 of 2

operation would be limited to dusk to dark hours of operation. An evaluation of options for the structure along with vehicle counts would be presented to the City Council at a regularly scheduled meeting in May. In addition, letters would be sent to the surrounding area advising businesses and residents of the opening and hours of operation. Signs would also be posted at the entrance.

## **FISCAL IMPACT/FINANCING**

Fiscal impact is undetermined for the 90 day evaluation period. Staff time for maintenance and patrol can be determined during the evaluation period. However, it is not anticipated to exceed what is currently being expensed for the structure.

## **CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**STEVE FORSTER**  
Community Development Director

Attachment "A" Map of the structure and surrounding area

## ATTACHMENT "A"

# ATTACHMENT A



**ITEM NO. 9**



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

January 17, 2023

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

Honorable Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL TO PROVIDE A THREE (3) YEAR CONTRACT EXTENSION TO GLOBAL URBAN SOLUTIONS, INC. FOR PROFESSIONAL SERVICES RELATED TO CALHOME GRANT ADMINISTRATION**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Authorize a three (3) year extension for professional services related to the CalHome grant administration and;
2. Authorize the City Manager to execute the extension agreement.

### **BACKGROUND**

At the regularly scheduled City Council meeting of November 16, 2021, the City Council approved staff to apply for funding for the CalHome program. The funding was to go towards first time home buyer programs and home improvement programs. The Council also approved a one (1) year contract with Global Urban Solutions, Inc. to assist in the application process and administer the program. The City has been successfully awarded over \$4 million as a result of the partnership with Global Urban Solutions, Inc.

Due to the State of California's delay in awarding the grant, monies were not allocated to the City until August 12, 2021. This delayed the initial start of the program by approximately nine (9) months. The program is well underway now and Global Urban Solutions, Inc. has processed nearly a dozen applications. Staff is recommending that we extend the life of the contract with Global Urban Solutions, Inc through the life of the CalHome grant (three (3) Years) or until all funds are expensed. The cost of the services performed by Global Urban Solutions, Inc. are entirely borne by the grant funds.

The City is in receipt of a letter by Global Urban Solutions, Inc requesting a three (3) year extension as an attachment to this report.

**CONSIDERATION AND APPROVAL TO PROVIDE A THREE (3) YEAR CONTRACT  
EXTENSION TO GLOBAL URBAN SOLUTIONS, INC. FOR PROFESSIONAL  
SERVICES RELATED TO CALHOME GRANT ADMINISTRATION**

January 17, 2023

Page 2 of 2

**FISCAL IMPACT**

There is no impact to the City's general fund as all fees and costs related to the CalHome grant are expensed in the grant itself.

**CONCLUSION**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

**RICARDO REYES**  
City Manager

**STEVE FORSTER**  
Community Development Director

**ATTACHMENT(S):**

1. Letter requesting contract extension from Global Urban Solutions Inc.

## ATTACHMENT "A"





**Address:** 2200 S. Fremont Avenue, Suite 208,  
Alhambra, CA 91803  
**Phone:** (626) 545-2234  
Fax # (626) 389-5636

December 28, 2022

Steve Forster  
Community Development Director  
City of Huntington Park  
Community Development  
6550 Miles Avenue | Huntington Park, CA 90255

RE: Professional Service Agreement Extension for Calhome Administration 21-CalHome-17107

Dear Mr. Forster:

lease find this letter as my official request for an extension to the Professional Services Agreement between Global Urban Strategies, Inc. (GUS) and the City of Huntington Park which expired on November 16, 2022.

As you are aware, Global Urban Strategies, Inc's experience added 40 points to the experience component of your application for the Calhome application and proved to be vital in obtaining the \$4,556,250.00 on behalf of the City.

The Standard Agreement between the City and the California Department of General Services was approved on August 12, 2022. The delayed in the signing of the Standard Agreement meant that GUS only began the process of administering the grant. We are requesting the extension of the PSA for a period of 36 months from August 12, 2022, or until the complete expenditure of Calhome allocated funds. The administrative cost will not exceed the maximum grant allocated amount of Six Hundred Eight Thousand, Seven Hundred Sixteen Dollars (\$608,716.00) over 36 months or until all grant allocated funds have been expended. At no point in the administration of these funds will the City compensate GUS with funds outside of those funds allocated by the Calhome Program.

If you have any questions, concerns or would like to discuss this matter in detail, please feel free to contact me at (626) 383-6565. I look forward to continuing to work with you on this or other potential projects.

Best Regards,

Omar E. Hernandez  
President  
Global Urban Strategies, Inc.

**ITEM 10**



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

January 17, 2023

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 THE MID-YEAR BUDGET REVIEW AND SPENDING APPROPRIATIONS RESOLUTION FOR FISCAL YEAR 2022-23**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Approve the FY 2022-23 Mid-Year Budget Review and Spending Appropriations.
2. Adopt Resolution authorizing the appropriations requested in the Mid-Year Budget Review and Spending Appropriations request for FY 2022-23.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Mid-Year Budget Review is a financial analysis of expenditures, revenues, and encumbrances as posted to the City's Central Square accounting system through December 31<sup>st</sup> of each year. This analysis usually shows the "**budget vs. actual**" for every budget account in the Central Square as of December 31<sup>st</sup>.

In FY 2022-23, however, there are only "**actuals**" posted in the Central Square accounting system because the annual City Budget was not delivered by the Finance Department on or before June 30, 2022 as is the norm.

Due to backlog of accounting reconciliations and delinquent bookkeeping and recordkeeping, which was exacerbated by the data breach in 2021 and the turnover of key staff in the Finance Department in 2022, the complete Spending Plan (Budget) for FY 2022-23 was not presented for approval by the City Council and was therefore never posted to the City's Central Square accounting system, which would allow staff to perform the "**budget vs. actual**" analysis for this Mid-Year Budget Review staff report.

Thus, due to the missing financial data, the Mid-Year Budget Review and Spending Appropriations for FY 2022-23 will not be as thorough as staff would normally bring forward under normal conditions.

## CONSIDERATION AND APPROVAL OF THE MID-YEAR BUDGET REVIEW AND SPENDING APPROPRIATIONS RESOLUTION FOR FISCAL YEAR 2022-23

January 17, 2023

Page 2 of 4

To reiterate, City staff is well aware of the best practices under which the Mid-Year Budget Review should be performed, however, given the untenable condition of the City's prior financial recordkeeping and unreconciled fund balances, staff has no choice but to move forward, even though this Mid-Year Budget Review is to be performed under "less than ideal" conditions

Nevertheless, even with these recordkeeping constraints and the lack of available financial information, the City still has to deliver Public Safety and other mission-critical operations to the residents and businesses of the City of Huntington Park. This requires that, at a minimum, essential non-discretionary Spending Appropriations be considered for approval to allow the City to continue operations through June 30, 2023.

As the City Council is aware, the CIP Project #2022-08 to reconstruct the City's accounting records, is being proposed for consideration and approval under separate cover. This will ensure that future Mid-Year Budgets will meet the City Council's high standards to allow them to carry out their fiscal stewardship priorities.

This CIP Project is expected to be completed during the next 12 to 13 months.

### **THE CITY HAS \$47.6 MILLION IN THE BANK AT DECEMBER 31, 2022**

As Accountants, we rarely include the total cash balances as part of the Mid-Year Budget Review, especially when the City is "years behind" in reconciling the bank cash and investments account. Nevertheless, ***given that the City is seriously delinquent in presenting audited financial statements in presenting the Mid-Year Budget Review for FY 2022-23, staff thought it would be important and relevant to present the "actual" cash that is in banks in the name of the City of Huntington Park as of December 31, 2022.***

As of December 31, 2022, the City of Huntington Park has exactly **\$47,639,095.04** in "liquid" cash balances at six (6) different bank accounts. *This cash balance "excludes" petty cash, receivable balances, and of course payables at December 31, 2022.*

***This does not mean the entire \$47.6 million in cash balances represents "spendable" cash as it belongs to various funds of the City, including Enterprise Funds, Special Funds, etc.***

So, to answer the question, "how much of this \$47.6 million in cash belongs to each fund", this will only be answered upon completion of the ROAR CIP Project #2008-22 being considered under different cover.

### **FISCAL IMPACT/FINANCING**

The fiscal impact of this Mid-Year Budget Review includes \$36,076,700 in Spending Appropriations for the General Fund and \$46,608,600 for all other Special Funds, for a grand total Spending Appropriations of \$82,685,300 for all Funds for FY 2022-23.

# **CONSIDERATION AND APPROVAL OF THE MID-YEAR BUDGET REVIEW AND SPENDING APPROPRIATIONS RESOLUTION FOR FISCAL YEAR 2022-23**

January 17, 2023

Page 3 of 4

To compare with the Spending Appropriations from FY 2021-22, the General Fund was approved last year in the amount of \$35,633,795 and all other Special Funds were approved (in total) in the amount of \$49,507,681, for a grand total \$85,141,476 Spending Appropriations approved for all Funds in FY 2021-22.

In summary, this means that the General Fund increased by \$442,905 in FY 2022-23, but all other Special Funds “decreased” by \$2,899,081, for a “net” decrease in total Spending Appropriations of \$2,456,176 (for all Funds) in FY 2022-23 when compared to FY 2021-22 as shown above.

## **SUPPLEMENTAL BUDGET CHANGES:**

Here is the list of supplemental budget changes which the City Manager's Office wishes to highlight for the City Council as shown in Exhibit B of the Mid-Year Budget Review resolution:

### **Personnel Changes:**

- City Council
  - Remove: Administrative Assistant
  - Add: Administrative Analyst
- Administration
  - Remove: Executive Assistant
- City Clerk
  - Remove: Junior Deputy City Clerk and Administrative Clerk
  - Add: Deputy City Clerk, and Administrative Analyst
- Human Resources
  - Remove: Risk Management Analyst and Human Resources Specialist
  - Add: Human Resources Assistant and Management Analyst

### **Maintenance & Operations Budget Changes**

- Parks and Recreation
  - Youth Football Program — \$15,000 (CDBG)
  - 5k and Health Expo — \$45,000 (GF)
- Communications
  - Art Walk on Pacific — \$45,000 (GF)
  - State of the City — \$10,000 (GF)
- Public Works
  - Gas Pump — \$150,000
  - Shuttles — \$50,000
  - Trolley — \$40,000
  - Concrete — \$100,000

**CONSIDERATION AND APPROVAL OF THE MID-YEAR BUDGET REVIEW AND  
SPENDING APPROPRIATIONS RESOLUTION FOR FISCAL YEAR 2022-23**

January 17, 2023

Page 4 of 4

**CONCLUSION**

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

Respectfully submitted,

RICARDO REYES  
City Manager

JOHN HERRERA  
Interim Finance Director

**ATTACHMENT(S)**

- A. Resolution Authorizing Spending Appropriations from the FY 2022-23 Mid-Year Budget Review.
- Exhibit A
  - Exhibit B

## ATTACHMENT "A"

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**WHEREAS**, the City performs a Mid-Year Budget Review of revenues and expenditures at the halfway point of the fiscal year through December 31<sup>st</sup> of each year; and

**WHEREAS**, the Mid-Year Budget Review and spending appropriations analysis is limited, due to the heavily delinquent accounting information that is not readily available, staff is using this interim financial report venue to request the Spending Appropriations needed to carry out the mission-critical operations of the City; and

**WHEREAS**, due to the limited availability of prior-year accounting records and relevant financial fund balances and related statistical data, the City Manager has limited the FY 2022-23 Spending Appropriations requests, and only non-discretionary and essential spending that preserves Public Safety and the mission-critical operations of the City that are “essential” priorities of the City Council are hereby proposed; and

**WHEREAS**, the Mid-Year Budget Review and spending appropriations analysis is limited this year, staff is using this interim financial report venue to request approval of the FY 2022-23 Spending Appropriations requests that are vital to carry out the mission-critical operations of the City; and

**WHEREAS**, City staff expects to complete the Reconstruction of Accounting Records (ROAR) CIP Project within the next 12-13 months, which will correct the prior-year accounting issues and prepare accurate financial statements that will allow a more thorough and complete Mid-Year Budget Review and analysis for Council.

**SECTION 1.** That the Mid-Year Budget Review and Spending Appropriations of \$36,076,700 for the General Fund and \$46,608,600 for all other Special Funds of the City as presented in Exhibit A.



1        **SECTION 2.** That the list of Supplemental personnel changes requested by the  
2 City Manager's Office be approved as shown in Exhibit B.

3        **SECTION 3.** That the Gann Spending Limit be allowed to be brought back for  
4 approval separately, at the next regularly scheduled City Council meeting due to time  
constraints for preparation of the FY 2022-23 Mid-Year Budget Review.

5        **SECTION 4.** The City Clerk shall certify to the adoption of this Resolution.

6                    **PASSED, APPROVED AND ADOPTED this 17<sup>th</sup> day of January 2023.**  
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9                    \_\_\_\_\_  
10 Eduardo Martinez,  
Mayor

11 **ATTEST:**  
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13                    \_\_\_\_\_  
14 Eduardo Sarmiento,  
City Clerk  
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CITY OF HUNTINGTON PARK  
MID-YEAR BUDGET REVIEW AND SPENDING APPROPRIATIONS

FISCAL YEAR 2022-23

Department Name	Budget Account No.	Description	FY 2022 Budget	Actuals 12/31/2022	Inflation Adjustment	FY 2023 Estimate	Mid-Year Adjustment	FY 2023 Appropriation
	111-0110-411.11-00	Salaries & Benefits						
	111-0110-411.15-23	Regular Salaries		61,073.66	6,107.37	134,400		134,400
	111-0110-411.15-40	Cell Phone Allowance		360.00	36.00	800		800
	111-0110-411.18-20	Bi-Lingual Pay		969.24	96.92	2,200		2,200
	111-0110-411.20-00	Sick Leave Buy Back		1,465.99	146.60	3,200		3,200
	111-0110-411.22-00	Fringe Benefits		29,316.31	2,931.63	64,400		64,400
	111-0110-411.23-00	Medicare		926.00	92.60	2,000		2,000
	111-0110-411.25-05	PERS Contr. Non-Sworn		6,339.04	633.90	14,000		14,000
	111-0110-411.58-19	PARS - Contribution		6,972.48	697.25	15,400		15,400
	111-0110-411.58-21	Karina Macias		607.20	60.72	1,400		1,400
	111-0110-411.58-23	Marilyn Sanabria		2,088.24	208.82	4,600		4,600
	111-0110-411.58-24	Graciela Ortiz		2,300.80	230.08	5,000		5,000
	111-0110-411.58-25	Manuel Avila		3,631.69	363.17	8,000		8,000
	111-0110-411.58-26	Eduardo Martinez		264.81	26.48	600		600
	111-0110-411.58-26	Arturo Flores		798.41	79.84	1,800		1,800
	<b>Total Salaries &amp; Benefits</b>		-	<b>117,113.87</b>	<b>11,711.39</b>	<b>257,800</b>		<b>257,800</b>
	111-0110-411.53-10	Maintenance & Opera Telephone & Wireless		774.19	77.42	1,800		1,800
	111-0110-411.61-20	Maintenance & Opera Dept Supplies & Expense		2,076.41	207.64	4,600		4,600
	111-0110-411.66-05	Maintenance & Opera Council Meeting Expenses		10,018.55	1,001.86	22,000		22,000
	<b>Total Maintenance &amp; Operations</b>		-	<b>12,869.15</b>	<b>1,286.92</b>	<b>28,400</b>		<b>28,400</b>
	<b>TOTAL DEPARTMENT 0110</b>		-	<b>129,983.02</b>	<b>12,998.30</b>	<b>286,200</b>		<b>286,200</b>
	111-0210-413.11-00	Regular Salaries		194,376.50	19,437.65	427,600		427,600
	111-0210-413.15-40	Bi-Lingual Pay		726.93	72.69	1,600		1,600
	111-0210-413.15-50	Car Allowance		250.00	25.00	600		600
	111-0210-413.18-20	Sick Leave Buy Back		3,108.82	310.88	6,800		6,800
	111-0210-413.18-30	Payroll		7,051.54	705.15	15,600		15,600
	111-0210-413.20-00	Fringe Benefits		23,133.85	2,313.39	50,800		50,800
	111-0210-413.22-00	Medicare		3,127.32	312.73	6,800		6,800
	111-0210-413.23-00	PERS Contr. Non-Sworn		17,728.39	1,772.84	39,000		39,000
	111-0210-413.25-10	City Paid Deferred Comp		8,171.88	817.19	18,000		18,000
	<b>Total Salaries &amp; Benefits</b>		-	<b>257,675.23</b>	<b>25,767.52</b>	<b>566,800</b>		<b>566,800</b>
	111-0210-413.43-05	Maintenance & Opera Office Equip - O S & M		460.42	46.04	1,000		1,000
	111-0210-413.53-10	Maintenance & Opera Telephone & Wireless		621.04	62.10	1,400		1,400
	111-0210-413.56-41	Maintenance & Opera Contractual Svc - Other		150,948.94	15,094.89	332,000		332,000
	111-0210-413.59-15	Maintenance & Opera Professional Development		11,991.75	1,199.18	26,400		26,400
	111-0210-413.61-20	Maintenance & Opera Dept Supplies & Expense		619.86	61.99	1,400		1,400
	111-0210-413.61-25	Maintenance & Opera Office Supplies		992.25	99.23	2,200		2,200
	111-0210-421.44-10	Maintenance & Opera Rent (Incl Equip Rental)		14,335.29	1,433.53	31,600		31,600
	<b>Total Maintenance &amp; Operations</b>		-	<b>179,969.55</b>	<b>17,996.96</b>	<b>396,000</b>		<b>396,000</b>

CITY OF HUNTINGTON PARK  
MID-YEAR BUDGET REVIEW AND SPENDING APPROPRIATIONS

FISCAL YEAR 2022-23

TOTAL DEPARTMENT 0210	-	437,644.78	43,764.48	962,800	962,800
111-0220-411.32-70 Maintenance & Opera Contractual Srv Legal		246,167.59	24,616.76	541,600	541,600
Total Maintenance & Operations	-	246,167.59	24,616.76	541,600	541,600
TOTAL DEPARTMENT 0220	-	246,167.59	24,616.76	541,600	541,600
111-0240-466.55-42 Maintenance & Opera Public Events		8,625.99	862.60	19,000	19,000
111-0240-466.64-00 Maintenance & Opera Memberships & Meetings		39,489.20	3,948.92	86,800	86,800
Total Maintenance & Operations	-	48,115.19	4,811.52	105,800	105,800
TOTAL DEPARTMENT 0240	-	48,115.19	4,811.52	105,800	105,800
111-0310-413.56-41 Maintenance & Opera Contractual Svc - Other		45,000.00	4,500.00	99,000	99,000
111-0310-413.56-42 Maintenance & Opera Community Outreach		139.81	13.98	400	400
111-0310-413.61-20 Maintenance & Opera Dept Supplies & Expense		3,641.27	364.13	8,000	8,000
Total Maintenance & Operations	-	48,781.08	4,878.11	107,400	107,400
TOTAL DEPARTMENT 0310	-	48,781.08	4,878.11	107,400	107,400
111-1010-411.11-00 Salaries & Benefits Regular Salaries		57,694.08	5,769.41	127,000	127,000
111-1010-411.18-20 Salaries & Benefits Sick Leave Buy Back		1,622.65	162.27	3,600	3,600
111-1010-411.18-30 Salaries & Benefits Payout		2,403.92	240.39	5,200	5,200
111-1010-411.20-00 Salaries & Benefits Fringe Benefits		6,009.02	600.90	13,200	13,200
111-1010-411.22-00 Salaries & Benefits Medicare		969.92	96.99	2,200	2,200
111-1010-411.23-00 Salaries & Benefits PERS Contr. Non-Sworn		4,585.88	458.59	10,000	10,000
Total Salaries & Benefits	-	73,285.47	7,328.55	161,200	161,200
111-1010-411.53-10 Maintenance & Opera Telephone & Wireless		154.84	15.48	400	400
111-1010-411.54-00 Maintenance & Opera Advertising & Publication		(1,148.05)	(114.81)	(2,600)	(2,600)
111-1010-411.56-41 Maintenance & Opera Contractual Svc - Other		12,020.35	1,202.04	26,400	26,400
111-1010-411.59-15 Maintenance & Opera Professional Development		13,586.30	1,358.63	29,800	29,800
111-1010-411.61-20 Maintenance & Opera Dept Supplies & Expense		93,467.28	9,346.73	205,600	205,600
111-1010-411.64-00 Maintenance & Opera Memberships & Meetings		4.11	0.41	-	-
Total Maintenance & Operations	-	118,084.83	11,808.48	259,600	259,600
TOTAL DEPARTMENT 1010	-	191,370.30	19,137.03	420,800	420,800
111-2030-413.11-00 Salaries & Benefits Regular Salaries		71,982.91	7,198.29	158,400	158,400
111-2030-413.13-00 Salaries & Benefits Overtime - Regular		34.11	3.41	-	-
111-2030-413.15-40 Salaries & Benefits Bi-Lingual Pay		1,599.36	159.94	3,600	3,600
111-2030-413.18-10 Salaries & Benefits Holiday Pay		527.74	52.77	1,200	1,200
111-2030-413.18-20 Salaries & Benefits Sick Leave Buy Back		1,209.19	120.92	2,600	2,600
111-2030-413.18-30 Salaries & Benefits Payout		4,538.57	453.86	10,000	10,000
111-2030-413.20-00 Salaries & Benefits Fringe Benefits		7,152.05	715.21	15,800	15,800
111-2030-413.22-00 Salaries & Benefits Medicare		1,154.94	115.49	2,600	2,600
111-2030-413.23-00 Salaries & Benefits PERS Contr. Non-Sworn		6,717.32	671.73	14,800	14,800
Total Salaries & Benefits	-	94,916.19	9,491.62	209,000	209,000
111-2030-413.53-10 Maintenance & Opera Telephone & Wireless		114.30	11.43	200	200
111-2030-413.56-41 Maintenance & Opera Contractual Svc - Other		34,458.68	3,445.87	75,800	75,800

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	111-2030-413.61-20	Maintenance & Opera Dept Supplies & Expense	1,137.83	113.78	2,600	2,600
	111-2030-413.64-05	Maintenance & Opera Employee Recognition	(100.00)	(10.00)	(200)	(200)
	<b>Total Maintenance &amp; Operations</b>		<b>35,610.81</b>	<b>3,561.08</b>	<b>78,400</b>	<b>78,400</b>
	<b>TOTAL DEPARTMENT 2030</b>		<b>130,527.00</b>	<b>13,052.70</b>	<b>287,400</b>	<b>287,400</b>
Finance	111-3010-415.11-00	Salaries & Benefits	166,657.89	16,665.79	366,600	366,600
	111-3010-415.13-00	Regular Salaries	641.26	64.13	1,400	1,400
	111-3010-415.13-00	Overtime - Regular	34.04	3.40	-	-
	111-3010-415.14-00	Overtime Code 10	2,124.37	212.44	4,600	4,600
	111-3010-415.15-40	Salaries & Benefits	527.74	52.77	1,200	1,200
	111-3010-415.18-10	Bi-Lingual Pay	2,994.28	299.43	6,600	6,600
	111-3010-415.18-20	Holiday Pay	14,981.65	1,498.17	33,000	33,000
	111-3010-415.18-30	Sick Leave Buy Back	25,688.71	2,568.87	56,600	56,600
	111-3010-415.18-30	Vacation Payout	2,617.68	261.77	5,800	5,800
	111-3010-415.20-00	Fringe Benefits	14,257.17	1,425.72	31,400	31,400
	111-3010-415.22-00	Salaries & Benefits	4,465.97	446.60	9,800	9,800
	111-3010-415.23-00	Medicare	52,827.00	5,282.70	116,200	116,200
	111-3010-415.23-00	PERS Contr. Non-Sworn	114.30	11.43	200	200
	111-3010-415.25-05	PARS - Contribution	11.43	1.14	200	200
	<b>Total Salaries &amp; Benefits</b>		<b>234,990.76</b>	<b>23,499.08</b>	<b>517,000</b>	<b>517,000</b>
	111-3010-415.32-40	Maintenance & Opera Audit Fees	52,827.00	5,282.70	116,200	116,200
	111-3010-415.53-10	Maintenance & Opera Telephone & Wireless	114.30	11.43	200	200
	111-3010-415.56-41	Maintenance & Opera Contractual Svc - Other	24,326.94	2,432.69	53,600	53,600
	111-3010-415.59-15	Maintenance & Opera Professional Development	595.00	59.50	1,400	1,400
	111-3010-415.61-20	Maintenance & Opera Dept Supplies & Expense	3,974.20	397.42	8,800	8,800
	111-3010-451.61-20	Maintenance & Opera Dept Supplies & Expense	1,025.54	102.55	2,200	2,200
	<b>Total Maintenance &amp; Operations</b>		<b>82,862.98</b>	<b>8,286.30</b>	<b>182,400</b>	<b>182,400</b>
	<b>TOTAL DEPARTMENT 3010</b>		<b>317,853.74</b>	<b>31,785.37</b>	<b>699,400</b>	<b>699,400</b>
	111-3013-415.11-00	Regular Salaries	13,392.96	1,339.30	29,400	29,400
	111-3013-415.15-40	Bi-Lingual Pay	623.16	62.32	1,400	1,400
	111-3013-415.20-00	Fringe Benefits	4,988.80	498.88	11,000	11,000
	111-3013-415.22-00	Medicare	203.28	20.33	400	400
	111-3013-415.23-00	PERS Contr. Non-Sworn	1,600.16	160.02	3,600	3,600
	111-3013-415.25-05	PARS - Contribution	3,226.44	322.64	7,000	7,000
	<b>Total Salaries &amp; Benefits</b>		<b>24,034.80</b>	<b>2,403.48</b>	<b>52,800</b>	<b>52,800</b>
	<b>TOTAL DEPARTMENT 3013</b>		<b>24,034.80</b>	<b>2,403.48</b>	<b>52,800</b>	<b>52,800</b>
	111-5010-419.11-00	Regular Salaries	317,954.26	31,795.43	699,400	699,400
	111-5010-419.12-00	Salary & Wages - P/T Temp	34,191.36	3,419.14	75,200	75,200
	111-5010-419.15-23	Cell Phone Allowance	360.00	36.00	800	800
	111-5010-419.15-40	Bi-Lingual Pay	4,961.62	496.16	11,000	11,000
	111-5010-419.18-20	Sick Leave Buy Back	5,849.07	584.91	12,800	12,800
	111-5010-419.18-30	Vacation Payout	2,788.46	278.85	6,200	6,200
	111-5010-419.20-00	Fringe Benefits	34,053.26	3,405.33	75,000	75,000
	111-5010-419.22-00	Medicare	5,376.40	537.64	11,800	11,800

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111-5010-419.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	22,392.00	2,239.20	49,200	49,200
<b>Total Salaries &amp; Benefits</b>			<b>752,002.00</b>	<b>427,926.43</b>	<b>941,400</b>	<b>941,400</b>
111-5010-419.56-41	Maintenance & Opera Contractual Svc - Other		56,388.54	5,638.85	124,000	124,000
111-5010-419.56-49	Maintenance & Opera Contract Bldg Inspection		773,397.96	77,339.80	1,701,400	1,701,400
111-5010-419.59-15	Maintenance & Opera Professional Development		96.45	9.65	200	200
111-5010-419.61-20	Maintenance & Opera Dept Supplies & Expense		2,378.88	237.89	5,200	5,200
<b>Total Maintenance &amp; Operations</b>			<b>-</b>	<b>832,261.83</b>	<b>1,830,800</b>	<b>1,830,800</b>
<b>TOTAL DEPARTMENT 5010</b>			<b>752,002.00</b>	<b>1,260,188.26</b>	<b>2,772,200</b>	<b>2,772,200</b>
111-5025-413.19-05	Salaries & Benefits	Stipend	1,650.00	165.00	3,600	3,600
111-5025-413.22-00	Salaries & Benefits	Medicare	23.98	2.40	-	-
<b>Total Salaries &amp; Benefits</b>			<b>-</b>	<b>1,673.98</b>	<b>3,600</b>	<b>3,600</b>
<b>TOTAL DEPARTMENT 5025</b>			<b>-</b>	<b>1,673.98</b>	<b>3,600</b>	<b>3,600</b>
111-5055-419.11-00	Salaries & Benefits	Regular Salaries	108,641.28	10,864.13	239,000	239,000
111-5055-419.15-40	Salaries & Benefits	Bi-Lingual Pay	1,246.20	124.62	2,800	2,800
111-5055-419.15-60	Salaries & Benefits	Premium Pay	3,323.04	332.30	7,400	7,400
111-5055-419.16-20	Salaries & Benefits	Uniform Allowance	1,350.00	135.00	3,000	3,000
111-5055-419.18-20	Salaries & Benefits	Sick Leave Buy Back	3,442.97	344.30	7,600	7,600
111-5055-419.20-00	Salaries & Benefits	Fringe Benefits	22,037.37	2,203.74	48,400	48,400
111-5055-419.22-00	Salaries & Benefits	Medicare	1,711.08	171.11	3,800	3,800
111-5055-419.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	11,770.24	1,177.02	25,800	25,800
111-5055-419.25-05	Salaries & Benefits	PARS - Contribution	17,927.46	1,792.75	39,400	39,400
<b>Total Salaries &amp; Benefits</b>			<b>-</b>	<b>171,449.64</b>	<b>377,200</b>	<b>377,200</b>
111-5055-419.53-10	Maintenance & Opera Telephone & Wireless		571.66	57.17	1,200	1,200
111-5055-419.56-41	Maintenance & Opera Contractual Svc - Other		26,898.36	2,689.84	59,200	59,200
111-5055-419.61-20	Maintenance & Opera Dept Supplies & Expense		241.29	24.13	600	600
<b>Total Maintenance &amp; Operations</b>			<b>-</b>	<b>27,711.31</b>	<b>61,000</b>	<b>61,000</b>
<b>TOTAL DEPARTMENT 5055</b>			<b>-</b>	<b>199,160.95</b>	<b>438,200</b>	<b>438,200</b>
111-6010-419.53-10	Maintenance & Opera Telephone & Wireless		208.65	20.87	400	400
<b>Total Maintenance &amp; Operations</b>			<b>-</b>	<b>208.65</b>	<b>400</b>	<b>400</b>
111-6010-451.11-00	Salaries & Benefits	Regular Salaries	174,381.89	17,438.19	383,600	383,600
111-6010-451.12-00	Salaries & Benefits	Salary & Wages - P/T Temp	38,298.03	3,829.80	84,200	84,200
111-6010-451.13-00	Salaries & Benefits	Overtime - Regular	624.54	62.45	1,400	1,400
111-6010-451.14-00	Salaries & Benefits	Overtime Code 10	1,118.24	111.82	2,400	2,400
111-6010-451.15-40	Salaries & Benefits	Bi-Lingual Pay	4,370.32	437.03	9,600	9,600
111-6010-451.18-20	Salaries & Benefits	Sick Leave Buy Back	5,572.88	557.29	12,200	12,200
111-6010-451.18-30	Salaries & Benefits	Vacation payout	2,674.04	267.40	5,800	5,800
111-6010-451.20-00	Salaries & Benefits	Fringe Benefits	35,644.17	3,564.42	78,400	78,400
111-6010-451.22-00	Salaries & Benefits	Medicare	3,292.18	329.22	7,200	7,200
111-6010-451.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	20,984.65	2,098.47	46,200	46,200
<b>Total Salaries &amp; Benefits</b>			<b>842,002.00</b>	<b>286,960.94</b>	<b>631,000</b>	<b>631,000</b>

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111-6010-451.56-41	Maintenance & Opera Contractual Svc - Other	15,794.72	1,579.47	34,800	34,800
111-6010-451.61-20	Maintenance & Opera Dept Supplies & Expense	1,944.78	194.48	4,200	4,200
111-6010-451.61-25	Maintenance & Opera Office Supplies	41.85	4.19	-	-
111-6010-451.64-00	Maintenance & Opera Memberships & Meetings	390.00	39.00	800	800
<b>Total Maintenance &amp; Operations</b>		<b>18,171.35</b>	<b>1,817.14</b>	<b>39,800</b>	<b>39,800</b>
111-6010-451.74-10	Capital Outlay	107,945.00	10,794.50	237,400	237,400
111-6010-451.76-05	Capital Outlay	835.00	83.50	1,800	1,800
<b>Total Capital Outlay</b>		<b>108,780.00</b>	<b>10,878.00</b>	<b>239,200</b>	<b>239,200</b>
111-6010-452.22-00	Salaries & Benefits	(0.06)	(0.01)	-	-
<b>Total Salaries &amp; Benefits</b>		<b>(0.06)</b>	<b>(0.01)</b>	<b>-</b>	<b>-</b>
111-6010-466.55-35	Maintenance & Opera Holiday Parade	42,628.00	4,262.80	93,800	93,800
111-6010-466.55-50	Maintenance & Opera Halloween	10,756.74	1,075.67	23,600	23,600
<b>Total Maintenance &amp; Operations</b>		<b>53,384.74</b>	<b>5,338.47</b>	<b>117,400</b>	<b>117,400</b>
111-6010-482.12-00	Salaries & Benefits	7,037.78	703.78	15,400	15,400
111-6010-482.22-00	Salaries & Benefits	102.06	10.21	200	200
<b>Total Salaries &amp; Benefits</b>		<b>7,139.84</b>	<b>713.98</b>	<b>15,600</b>	<b>15,600</b>
111-6010-483.55-35	Maintenance & Opera Holiday Parade	47,022.00	4,702.20	103,400	103,400
<b>Total Maintenance &amp; Operations</b>		<b>47,022.00</b>	<b>4,702.20</b>	<b>103,400</b>	<b>103,400</b>
<b>TOTAL DEPARTMENT 6010</b>		<b>996,004.00</b>	<b>521,667.46</b>	<b>1,146,800</b>	<b>1,146,800</b>
111-6020-451.11-00	Salaries & Benefits	134,518.89	13,451.89	296,000	296,000
111-6020-451.12-00	Salaries & Benefits	22,735.81	2,273.58	50,000	50,000
111-6020-451.13-00	Salaries & Benefits	4,322.42	432.24	9,600	9,600
111-6020-451.14-00	Salaries & Benefits	618.23	61.82	1,400	1,400
111-6020-451.15-40	Salaries & Benefits	5,225.24	522.52	11,400	11,400
111-6020-451.18-10	Salaries & Benefits	85.92	8.59	200	200
111-6020-451.18-20	Salaries & Benefits	5,386.84	538.68	11,800	11,800
111-6020-451.18-30	Salaries & Benefits	1,752.11	175.21	3,800	3,800
111-6020-451.20-00	Salaries & Benefits	22,008.92	2,200.89	48,400	48,400
111-6020-451.22-00	Salaries & Benefits	2,532.27	253.23	5,600	5,600
111-6020-451.23-00	Salaries & Benefits	11,370.65	1,137.07	25,000	25,000
<b>Total Salaries &amp; Benefits</b>		<b>210,557.30</b>	<b>21,055.73</b>	<b>463,200</b>	<b>463,200</b>
111-6020-451.56-41	Maintenance & Opera Contractual Svc - Other	1,536.30	153.63	3,400	3,400
111-6020-451.61-35	Maintenance & Opera Recreation Supplies	2,893.06	289.31	6,400	6,400
<b>Total Maintenance &amp; Operations</b>		<b>4,429.36</b>	<b>442.94</b>	<b>9,800</b>	<b>9,800</b>
<b>TOTAL DEPARTMENT 6020</b>		<b>214,986.66</b>	<b>21,498.67</b>	<b>473,000</b>	<b>473,000</b>
111-6021-413.19-05	Salaries & Benefits	675.00	67.50	1,400	1,400
111-6021-413.22-00	Salaries & Benefits	9.81	0.98	-	-
<b>Total Salaries &amp; Benefits</b>		<b>684.81</b>	<b>68.48</b>	<b>1,400</b>	<b>1,400</b>
<b>TOTAL DEPARTMENT 6021</b>		<b>684.81</b>	<b>68.48</b>	<b>1,400</b>	<b>1,400</b>
111-6025-413.19-05	Salaries & Benefits	1,425.00	142.50	3,200	3,200

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111-6025-413.22-00	Salaries & Benefits	Medicare	20.71	2.07	-	-
<b>Total Salaries &amp; Benefits</b>			<b>1,445.71</b>	<b>144.57</b>	<b>3,200</b>	<b>3,200</b>
<b>TOTAL DEPARTMENT 6025</b>			<b>-</b>	<b>1,445.71</b>	<b>3,200</b>	<b>3,200</b>
111-6030-451.11-00	Salaries & Benefits	Regular Salaries	14,168.52	1,416.85	31,200	31,200
111-6030-451.12-00	Salaries & Benefits	Salary & Wages - P/T Temp	11,027.03	1,102.70	24,200	24,200
111-6030-451.15-40	Salaries & Benefits	Bi-Lingual Pay	373.80	37.38	800	800
111-6030-451.18-20	Salaries & Benefits	Sick Leave Buy Back	642.01	64.20	1,400	1,400
111-6030-451.20-00	Salaries & Benefits	Fringe Benefits	2,307.00	230.70	5,000	5,000
111-6030-451.22-00	Salaries & Benefits	Medicare	380.02	38.00	800	800
111-6030-451.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	1,399.52	139.95	3,000	3,000
<b>Total Salaries &amp; Benefits</b>			<b>30,297.90</b>	<b>3,029.79</b>	<b>66,400</b>	<b>66,400</b>
111-6030-451.33-90	Maintenance & Opera	Referee Services	5,589.00	558.90	12,200	12,200
111-6030-451.61-35	Maintenance & Opera	Recreation Supplies	2,545.37	254.54	5,600	5,600
<b>Total Maintenance &amp; Operations</b>			<b>8,134.37</b>	<b>813.44</b>	<b>17,800</b>	<b>17,800</b>
<b>TOTAL DEPARTMENT 6030</b>			<b>242,002.00</b>	<b>38,432.27</b>	<b>84,200</b>	<b>84,200</b>
111-6040-451.12-00	Salaries & Benefits	Salary & Wages - P/T Temp	5,747.38	574.74	12,600	12,600
111-6040-451.22-00	Salaries & Benefits	Medicare	83.35	8.34	200	200
<b>Total Salaries &amp; Benefits</b>			<b>5,830.73</b>	<b>583.07</b>	<b>12,800</b>	<b>12,800</b>
111-6040-451.61-35	Maintenance & Opera	Recreation Supplies	514.25	51.43	1,200	1,200
<b>Total Maintenance &amp; Operations</b>			<b>514.25</b>	<b>51.43</b>	<b>1,200</b>	<b>1,200</b>
<b>TOTAL DEPARTMENT 6040</b>			<b>126,002.00</b>	<b>6,344.98</b>	<b>14,000</b>	<b>14,000</b>
111-6060-466.33-20	Maintenance & Opera	Contractual Srv Class	22,487.20	2,248.72	49,400	49,400
<b>Total Maintenance &amp; Operations</b>			<b>22,487.20</b>	<b>2,248.72</b>	<b>49,400</b>	<b>49,400</b>
<b>TOTAL DEPARTMENT 6040</b>			<b>-</b>	<b>22,487.20</b>	<b>49,400</b>	<b>49,400</b>
111-6065-451.57-46	Maintenance & Opera	Senior Dance Program	5,321.91	532.19	11,800	11,800
111-6065-466.61-20	Maintenance & Opera	Dept Supplies & Expense	530.83	53.08	1,200	1,200
<b>Total Maintenance &amp; Operations</b>			<b>5,852.74</b>	<b>585.27</b>	<b>13,000</b>	<b>13,000</b>
<b>TOTAL DEPARTMENT 6065</b>			<b>-</b>	<b>5,852.74</b>	<b>13,000</b>	<b>13,000</b>
111-7010-415.56-10	Maintenance & Opera	Parking Citation Surchar	107,189.95	10,719.00	235,800	235,800
111-7010-419.43-15	Maintenance & Opera	Financial Systems	151,252.50	15,125.25	332,800	332,800
<b>Total Maintenance &amp; Operations</b>			<b>258,442.45</b>	<b>25,844.25</b>	<b>568,600</b>	<b>568,600</b>
111-7010-421.11-00	Salaries & Benefits	Regular Salaries	329,974.73	32,997.47	726,000	726,000
111-7010-421.13-00	Salaries & Benefits	Overtime - Regular	4,264.54	426.45	9,400	9,400
111-7010-421.13-21	Salaries & Benefits	FTU	5,844.41	584.44	12,800	12,800
111-7010-421.13-41	Salaries & Benefits	Patrol	301,724.10	30,172.41	663,800	663,800
111-7010-421.13-44	Salaries & Benefits	DEA	6,816.44	681.64	15,000	15,000
111-7010-421.13-50	Salaries & Benefits	HOST - Homeless Outreach	1,598.07	159.81	3,600	3,600
111-7010-421.15-25	Salaries & Benefits	Boot Allowance	379.20	37.92	800	800
111-7010-421.15-40	Salaries & Benefits	Bi-Lingual Pay	6,595.29	659.53	14,600	14,600
111-7010-421.15-60	Salaries & Benefits	Premium Pay	5,407.50	540.75	11,800	11,800

## EXHIBIT A TO STAFF REPORT

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111-7010-421.16-20	Salaries & Benefits	Uniform Allowance	8,122.34	812.23	17,800	17,800
111-7010-421.18-10	Salaries & Benefits	Holiday Pay	27,325.90	2,732.59	60,200	60,200
111-7010-421.18-20	Salaries & Benefits	Sick Leave Buy Back	11,880.83	1,188.08	26,200	26,200
111-7010-421.18-30	Salaries & Benefits	Vacation Payout	3,466.35	346.64	7,600	7,600
111-7010-421.20-00	Salaries & Benefits	Fringe Benefits	40,560.30	4,056.03	89,200	89,200
111-7010-421.22-00	Salaries & Benefits	Medicare	10,700.28	1,070.03	23,600	23,600
111-7010-421.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	7,069.83	706.98	15,600	15,600
111-7010-421.24-00	Salaries & Benefits	PERS Contribution Sworn	80,899.63	8,089.96	178,000	178,000
111-7010-421.25-05	Salaries & Benefits	PARS - Contribution	8,192.86	819.29	18,000	18,000
<b>Total Salaries &amp; Benefits</b>			<b>860,822.60</b>	<b>86,082.26</b>	<b>1,894,000</b>	<b>1,894,000</b>
111-7010-421.43-20	Internal Service Charg	Fleet Maintenance	6,520.23	652.02	14,400	14,400
<b>Total Internal Services Charges</b>			<b>6,520.23</b>	<b>652.02</b>	<b>14,400</b>	<b>14,400</b>
111-7010-421.44-10	Maintenance & Opera Rent (Incl Equip Rental)		1,530.69	153.07	3,400	3,400
111-7010-421.53-10	Maintenance & Opera Telephone & Wireless		57,069.85	5,706.99	125,600	125,600
111-7010-421.56-41	Maintenance & Opera Contractual Svc - Other		296,426.70	29,642.67	652,200	652,200
111-7010-421.59-15	Maintenance & Opera Professional Development		18,261.59	1,826.16	40,200	40,200
111-7010-421.59-20	Maintenance & Opera Professional Develop Post		20,842.51	2,084.25	45,800	45,800
111-7010-421.59-30	Maintenance & Opera Prof Dev - STC & Training		125.00	12.50	200	200
111-7010-421.61-20	Maintenance & Opera Dept Supplies & Expense		27,180.43	2,718.04	59,800	59,800
<b>Total Maintenance &amp; Operations</b>			<b>421,436.77</b>	<b>42,143.68</b>	<b>927,200</b>	<b>927,200</b>
111-7010-421.74-10	Capital Outlay	Equipment	80,976.02	8,097.60	178,200	178,200
<b>Total Capital Outlay</b>			<b>80,976.02</b>	<b>8,097.60</b>	<b>178,200</b>	<b>178,200</b>
<b>Total DEPARTMENT 7010</b>			<b>1,628,198.07</b>	<b>162,819.81</b>	<b>3,582,400</b>	<b>3,582,400</b>
111-7020-421.11-00	Salaries & Benefits	Regular Salaries	20,700.97	2,070.10	45,600	45,600
111-7020-421.15-40	Salaries & Benefits	Bi-Lingual Pay	79.59	7.96	200	200
111-7020-421.20-00	Salaries & Benefits	Fringe Benefits	762.10	76.21	1,600	1,600
111-7020-421.22-00	Salaries & Benefits	Medicare	301.31	30.13	600	600
111-7020-421.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	1,015.63	101.56	2,200	2,200
<b>Total Salaries &amp; Benefits</b>			<b>22,859.60</b>	<b>2,285.96</b>	<b>50,200</b>	<b>50,200</b>
<b>TOTAL DEPARTMENT 7020</b>			<b>22,859.60</b>	<b>2,285.96</b>	<b>50,200</b>	<b>50,200</b>
111-7022-421.11-00	Salaries & Benefits	Regular Salaries	1,933,616.00	193,361.60	4,254,000	4,254,000
111-7022-421.12-00	Salaries & Benefits	Salary & Wages - P/T Temp	21,892.00	2,189.20	48,200	48,200
111-7022-421.13-00	Salaries & Benefits	Overtime - Regular	65.56	6.56	200	200
111-7022-421.13-09	Salaries & Benefits	OT Jail	60,280.50	6,028.05	132,600	132,600
111-7022-421.13-10	Salaries & Benefits	Special Event Overtime	4,968.77	496.88	11,000	11,000
111-7022-421.13-20	Salaries & Benefits	Emergency Operation OT	14,417.05	1,441.71	31,800	31,800
111-7022-421.14-00	Salaries & Benefits	Overtime Code 10	38,811.46	3,881.15	85,400	85,400
111-7022-421.15-25	Salaries & Benefits	Boot Allowance	4,406.41	440.64	9,600	9,600
111-7022-421.15-40	Salaries & Benefits	Bi-Lingual Pay	19,443.58	1,944.36	42,800	42,800
111-7022-421.15-60	Salaries & Benefits	Premium Pay	17,005.79	1,700.58	37,400	37,400



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111-7022-421.15-70	Salaries & Benefits	Field Training Officer Pay	6,869.00	686.90	15,200	15,200
111-7022-421.16-20	Salaries & Benefits	Uniform Allowance	30,616.59	3,061.66	67,400	67,400
111-7022-421.18-10	Salaries & Benefits	Holiday Pay	144,808.94	14,480.89	318,600	318,600
111-7022-421.18-20	Salaries & Benefits	Sick Leave Buy Back	50,745.93	5,074.59	111,600	111,600
111-7022-421.18-30	Salaries & Benefits	Vacation Payout	22,815.46	2,281.55	50,200	50,200
111-7022-421.20-00	Salaries & Benefits	Fringe Benefits	283,314.31	28,331.43	623,200	623,200
111-7022-421.22-00	Salaries & Benefits	Medicare	33,601.16	3,360.12	74,000	74,000
111-7022-421.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	16,173.68	1,617.37	35,600	35,600
111-7022-421.24-00	Salaries & Benefits	PERS Contribution Sworn	345,267.23	34,526.72	759,600	759,600
111-7022-421.56-15	Salaries & Benefits	Prisoner Medical Services	2,985.00	298.50	6,600	6,600
Total Salaries & Benefits			482,002.00	3,052,104.42	305,210.44	6,715,000
111-7022-421.56-41	Maintenance & Opera	Contractual Svc - Other	77,777.61	7,777.76	171,200	171,200
111-7022-421.61-24	Maintenance & Opera	Patrol Supplies	19,044.52	1,904.45	41,800	41,800
111-7022-421.61-27	Maintenance & Opera	Dept Supplies Jail	1,754.02	175.40	3,800	3,800
111-7022-421.61-28	Maintenance & Opera	Dept Supplies DEU	689.49	68.95	1,600	1,600
111-7022-421.61-29	Maintenance & Opera	Dept Supplies Traffic	2,592.23	259.22	5,800	5,800
Total Maintenance & Operations			-	101,857.87	10,185.79	224,200
TOTAL DEPARTMENT 7022			482,002.00	3,153,962.29	315,396.23	6,939,200
111-7024-421.56-41	Maintenance & Opera	Contractual Svc - Other	56,596.08	5,659.61	124,600	(48,234)
111-7024-421.62-10	Maintenance & Opera	Heat Light Water & Power	52,552.73	5,255.27	115,600	95,000
Total Maintenance & Operations			-	109,148.81	10,914.88	240,200
TOTAL DEPARTMENT 7024			-	109,148.81	10,914.88	240,200
111-7030-421.11-00	Salaries & Benefits	Regular Salaries	488,944.96	48,894.50	1,075,600	1,075,600
111-7030-421.13-00	Salaries & Benefits	Overtime - Regular	39,943.05	3,994.31	87,800	87,800
111-7030-421.13-05	Salaries & Benefits	Gang	9,094.87	909.49	20,000	20,000
111-7030-421.13-45	Salaries & Benefits	SERT	3,614.86	361.49	8,000	8,000
111-7030-421.14-00	Salaries & Benefits	Overtime Code 10	9,909.38	990.94	21,800	21,800
111-7030-421.15-10	Salaries & Benefits	On Call	13,825.00	1,382.50	30,400	30,400
111-7030-421.15-25	Salaries & Benefits	Boot Allowance	1,064.39	106.44	2,400	2,400
111-7030-421.15-40	Salaries & Benefits	Bi-Lingual Pay	5,761.86	576.19	12,600	12,600
111-7030-421.15-60	Salaries & Benefits	Premium Pay	19,189.71	1,918.97	42,200	42,200
111-7030-421.16-20	Salaries & Benefits	Uniform Allowance	8,926.76	892.68	19,600	19,600
111-7030-421.18-10	Salaries & Benefits	Holiday Pay	46,151.61	4,615.16	101,600	101,600
111-7030-421.18-20	Salaries & Benefits	Sick Leave Buy Back	16,710.60	1,671.06	36,800	36,800
111-7030-421.18-30	Salaries & Benefits	Vacation Payout	8,670.71	867.07	19,000	19,000
111-7030-421.20-00	Salaries & Benefits	Fringe Benefits	65,365.55	6,536.56	143,800	143,800
111-7030-421.22-00	Salaries & Benefits	Medicare	9,812.11	981.21	21,600	21,600
111-7030-421.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	4,017.89	401.79	8,800	8,800
111-7030-421.24-00	Salaries & Benefits	PERS Contribution Sworn	114,220.14	11,422.01	251,200	251,200
111-7030-421.25-05	Salaries & Benefits	PARS - Contribution	8,097.83	809.78	17,800	17,800

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<b>Total Salaries &amp; Benefits</b>		-	873,321.28	87,332.13	1,921,000	1,921,000
111-7030-421.56-16	Maintenance & Opera Victims' Medical Services		1,000.00	100.00	2,200	2,200
111-7030-421.56-41	Maintenance & Opera Contractual Svc - Other		7,462.20	746.22	16,400	16,400
111-7030-421.61-20	Maintenance & Opera Dept Supplies & Expense		1,174.69	117.47	2,600	2,600
<b>Total Maintenance &amp; Operations</b>		-	9,636.89	963.69	21,200	21,200
<b>TOTAL DEPARTMENT 7030</b>		-	882,958.17	88,295.82	1,942,200	1,942,200
111-7040-421.11-00	Regular Salaries		382,834.53	38,283.45	842,200	842,200
111-7040-421.12-00	Salary & Wages - P/T Temp	139,202.00	63,288.74	6,328.87	139,200	139,200
111-7040-421.13-15	OT Records		920.66	92.07	2,000	2,000
111-7040-421.13-16	OT Communication Center		59,739.81	5,973.98	131,400	131,400
111-7040-421.14-00	Overtime Code 10		15,631.64	1,563.16	34,400	34,400
111-7040-421.15-25	Boot Allowance		900.00	90.00	2,000	2,000
111-7040-421.15-40	Bi-Lingual Pay		6,850.12	685.01	15,000	15,000
111-7040-421.15-60	Premium Pay		10,523.04	1,052.30	23,200	23,200
111-7040-421.16-20	Uniform Allowance		4,850.00	485.00	10,600	10,600
111-7040-421.18-10	Holiday Pay		12,796.85	1,279.69	28,200	28,200
111-7040-421.18-20	Sick Leave Buy Back		10,093.36	1,009.34	22,200	22,200
111-7040-421.20-00	Fringe Benefits		79,017.72	7,901.77	173,800	173,800
111-7040-421.22-00	Medicare		8,371.97	837.20	18,400	18,400
111-7040-421.23-00	PERS Contr. Non-Sworn		43,267.63	4,326.76	95,200	95,200
111-7040-421.25-05	PARS - Contribution		58,088.68	5,808.87	127,800	127,800
<b>Total Salaries &amp; Benefits</b>		139,202.00	757,174.75	75,717.48	1,665,600	1,665,600
111-7040-421.44-10	Maintenance & Opera Rent (Incl Equip Rental)		1,186.64	118.66	2,600	2,600
111-7040-421.56-41	Maintenance & Opera Contractual Svc - Other		54,013.00	5,401.30	118,800	118,800
111-7040-421.61-31	Maintenance & Opera Dept Supplies Records		594.18	59.42	1,400	1,400
111-7040-421.61-32	Maintenance & Opera Dept Supplies Comm Center		2,316.69	231.67	5,000	5,000
<b>Total Maintenance &amp; Operations</b>		-	58,110.51	5,811.05	127,800	127,800
<b>TOTAL DEPARTMENT 7040</b>		139,202.00	815,285.26	81,528.53	1,793,400	1,793,400
111-7060-421.11-00	Regular Salaries		160,897.32	16,089.73	354,000	354,000
111-7060-421.13-00	Overtime - Regular		779.71	77.97	1,800	1,800
111-7060-421.14-00	Overtime Code 10		550.52	55.05	1,200	1,200
111-7060-421.15-25	Boot Allowance		900.00	90.00	2,000	2,000
111-7060-421.15-40	Bi-Lingual Pay		4,807.09	480.71	10,600	10,600
111-7060-421.15-60	Premium Pay		6,953.29	695.33	15,200	15,200
111-7060-421.16-20	Uniform Allowance		4,800.00	480.00	10,600	10,600
111-7060-421.18-10	Holiday Pay		5,390.38	539.04	11,800	11,800
111-7060-421.18-20	Sick Leave Buy Back		1,834.11	183.41	4,000	4,000
111-7060-421.20-00	Fringe Benefits		48,995.15	4,899.52	107,800	107,800
111-7060-421.22-00	Medicare		2,709.62	270.96	6,000	6,000
111-7060-421.23-00	PERS Contr. Non-Sworn		18,727.58	1,872.76	41,200	41,200

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111-7060-421.25-05	Salaries & Benefits	PARS - Contribution	28,633.66	2,863.37	63,000	63,000
<b>Total Salaries &amp; Benefits</b>			<b>285,978.43</b>	<b>28,597.84</b>	<b>629,200</b>	629,200
111-7060-421.61-20	Maintenance & Opera Dept Supplies & Expense		13.75	1.38	-	-
<b>Total Maintenance &amp; Operations</b>			<b>13.75</b>	<b>1.38</b>	-	-
<b>TOTAL DEPARTMENT 7060</b>			<b>285,992.18</b>	<b>28,599.22</b>	<b>629,200</b>	629,200
111-7065-441.11-00	Salaries & Benefits	Regular Salaries	29,294.38	2,929.44	64,400	64,400
111-7065-441.14-00	Salaries & Benefits	Overtime Code 10	763.48	76.35	1,600	1,600
111-7065-441.15-40	Salaries & Benefits	Bi-Lingual Pay	1,246.20	124.62	2,800	2,800
111-7065-441.15-60	Salaries & Benefits	Premium Pay	1,661.52	166.15	3,600	3,600
111-7065-441.16-20	Salaries & Benefits	Uniform Allowance	450.00	45.00	1,000	1,000
111-7065-441.18-20	Salaries & Benefits	Sick Leave Buy Back	915.44	91.54	2,000	2,000
111-7065-441.20-00	Salaries & Benefits	Fringe Benefits	4,430.97	443.10	9,800	9,800
111-7065-441.22-00	Salaries & Benefits	Medicare	555.45	55.55	1,200	1,200
111-7065-441.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	3,727.32	372.73	8,200	8,200
111-7065-441.25-05	Salaries & Benefits	PARS - Contribution	7,516.47	751.65	16,600	16,600
<b>Total Salaries &amp; Benefits</b>			<b>50,561.23</b>	<b>5,056.12</b>	<b>111,200</b>	111,200
111-7065-441.56-41	Maintenance & Opera Contractual Svc - Other		209,815.97	20,981.60	461,600	461,600
111-7065-441.61-20	Maintenance & Opera Dept Supplies & Expense		848.20	84.82	1,800	1,800
<b>Total Maintenance &amp; Operations</b>			<b>210,664.17</b>	<b>21,066.42</b>	<b>463,400</b>	463,400
<b>TOTAL DEPARTMENT 7065</b>			<b>261,225.40</b>	<b>26,122.54</b>	<b>574,600</b>	574,600
111-8010-415.56-41	Salaries & Benefits	Contractual Svc - Other	57,600.00	5,760.00	126,800	(66,800)
111-8010-415.61-20	Salaries & Benefits	Dept Supplies & Expense	5,000.00	500.00	11,000	11,000
111-8010-415.62-10	Salaries & Benefits	Heat Light Water & Power	1,465.21	146.52	3,200	1,800
111-8010-431.11-00	Salaries & Benefits	Regular Salaries	166,539.54	16,653.95	366,400	366,400
111-8010-431.13-00	Salaries & Benefits	Overtime - Regular	10,901.54	1,090.15	24,000	3,000
111-8010-431.14-00	Salaries & Benefits	Overtime Code 10	66.70	6.67	200	200
111-8010-431.15-25	Salaries & Benefits	Boot Allowance	387.40	38.74	800	800
111-8010-431.15-40	Salaries & Benefits	Bi-Lingual Pay	4,165.20	416.52	9,200	9,200
111-8010-431.15-60	Salaries & Benefits	Premium Pay	1,747.54	174.75	3,800	3,800
111-8010-431.18-20	Salaries & Benefits	Sick Leave Buy Back	4,116.47	411.65	9,000	9,000
111-8010-431.18-30	Salaries & Benefits	Vacation Payout	792.31	79.23	1,800	1,800
111-8010-431.20-00	Salaries & Benefits	Fringe Benefits	45,651.95	4,565.20	100,400	100,400
111-8010-431.22-00	Salaries & Benefits	Medicare	2,736.10	273.61	6,000	6,000
111-8010-431.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	16,777.94	1,677.79	37,000	37,000
111-8010-431.25-05	Salaries & Benefits	PARS - Contribution	13,735.97	1,373.60	30,200	30,200
<b>Total Salaries &amp; Benefits</b>			<b>331,683.87</b>	<b>33,168.39</b>	<b>729,800</b>	729,800
111-8010-431.44-10	Maintenance & Opera Rent (Incl Equip Rental)		10,539.03	1,053.90	23,200	-
111-8010-431.53-10	Maintenance & Opera Telephone & Wireless		4,108.62	410.86	9,000	1,000
111-8010-431.61-20	Maintenance & Opera Dept Supplies & Expense		16,426.58	1,642.66	36,200	53,800
<b>Total Maintenance &amp; Operations</b>			<b>31,074.23</b>	<b>3,107.42</b>	<b>68,400</b>	68,400

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111-8010-431.76-12	Capital Outlay	Street Enhancement Proj.	942,993.75	94,299.38	2,074,600	2,074,600
111-8010-431.76-19	Capital Outlay	Streetlight Renovations	916,360.68	91,636.07	2,016,000	2,016,000
<b>Total Capital Outlay</b>			<b>1,859,354.43</b>	<b>185,935.44</b>	<b>4,090,600</b>	<b>4,090,600</b>
<b>TOTAL DEPARTMENT 8010</b>			<b>2,222,112.53</b>	<b>222,211.25</b>	<b>4,888,800</b>	<b>4,888,800</b>
111-8020-419.43-15	Salaries & Benefits	Financial Systems	770.10	77.01	1,600	1,600
111-8020-431.11-00	Salaries & Benefits	Regular Salaries	125,489.95	12,549.00	276,000	276,000
111-8020-431.13-00	Salaries & Benefits	Overtime - Regular	10,086.61	1,008.66	22,200	70,000
111-8020-431.14-00	Salaries & Benefits	Overtime Code 10	1.57	0.16	-	-
111-8020-431.15-40	Salaries & Benefits	Bi-Lingual Pay	3,501.96	350.20	7,800	7,800
111-8020-431.15-60	Salaries & Benefits	Premium Pay	3,900.26	390.03	8,600	8,600
111-8020-431.18-20	Salaries & Benefits	Sick Leave Buy Back	3,015.02	301.50	6,600	6,600
111-8020-431.20-00	Salaries & Benefits	Fringe Benefits	26,253.19	2,625.32	57,800	57,800
111-8020-431.22-00	Salaries & Benefits	Medicare	2,134.52	213.45	4,600	4,600
111-8020-431.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	13,707.20	1,370.72	30,200	30,200
111-8020-431.25-05	Salaries & Benefits	PARS - Contribution	20,679.76	2,067.98	45,400	45,400
<b>Total Salaries &amp; Benefits</b>			<b>209,540.14</b>	<b>20,954.01</b>	<b>460,800</b>	<b>460,800</b>
111-8020-431.43-05	Internal Service Charge Office Equip - O S & M		557.89	55.79	1,200	1,200
111-8020-431.43-10	Internal Service Charge Buildings - O S & M		8,830.43	883.04	19,400	45,000
111-8020-431.43-20	Internal Service Charge Fleet Maintenance		9.86	0.99	-	-
<b>Total Internal Services Charges</b>			<b>9,398.18</b>	<b>939.82</b>	<b>20,600</b>	<b>20,600</b>
111-8020-431.56-41	Maintenance & Opera Contractual Svc - Other		27,397.81	2,739.78	60,200	50,000
111-8020-431.61-20	Maintenance & Opera Dept Supplies & Expense		4,473.09	447.31	9,800	9,800
<b>Total Maintenance &amp; Operations</b>			<b>31,870.90</b>	<b>3,187.09</b>	<b>70,000</b>	<b>70,000</b>
111-8020-431.62-10	Capital Outlay	Heat Light Water & Power	11,594.22	1,159.42	25,600	25,600
111-8020-431.76-27	Capital Outlay	City Wide Fire Alarm Syst	98,678.52	9,867.85	217,000	98,700
<b>Total Capital Outlay</b>			<b>110,272.74</b>	<b>11,027.27</b>	<b>242,600</b>	<b>242,600</b>
<b>TOTAL DEPARTMENT 8020</b>			<b>361,081.96</b>	<b>36,108.20</b>	<b>794,000</b>	<b>794,000</b>
111-8022-419.11-00	Salaries & Benefits	Regular Salaries	54,572.61	5,457.26	120,000	120,000
111-8022-419.14-00	Salaries & Benefits	Overtime Code 10	556.18	55.62	1,200	1,200
111-8022-419.15-20	Salaries & Benefits	Tool Allowance	120.00	12.00	200	200
111-8022-419.15-25	Salaries & Benefits	Boot Allowance	570.00	57.00	1,200	1,200
111-8022-419.15-40	Salaries & Benefits	Bi-Lingual Pay	1,311.39	131.14	2,800	2,800
111-8022-419.15-60	Salaries & Benefits	Premium Pay	2,184.57	218.46	4,800	4,800
111-8022-419.18-20	Salaries & Benefits	Sick Leave Buy Back	2,635.21	263.52	5,800	5,800
111-8022-419.20-00	Salaries & Benefits	Fringe Benefits	8,529.81	852.98	18,800	18,800
111-8022-419.22-00	Salaries & Benefits	Medicare	905.96	90.60	2,000	2,000
111-8022-419.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	5,924.92	592.49	13,000	13,000
111-8022-419.25-05	Salaries & Benefits	PARS - Contribution	8,508.22	850.82	18,800	18,800
<b>Total Salaries &amp; Benefits</b>			<b>85,818.87</b>	<b>8,581.89</b>	<b>188,600</b>	<b>188,600</b>
111-8022-419.43-10	Internal Service Charge Buildings - O S & M		10,244.55	1,024.46	22,600	929,900

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111-8022-419.43-20	Internal Service Charge/ Fleet Maintenance	813.90	81.39	1,800		1,800
<b>Total Internal Services Charges</b>		<b>11,058.45</b>	<b>1,105.85</b>	<b>24,400</b>		<b>24,400</b>
111-8022-419.56-41	Maintenance & Opera Contractual Srvc - Other	158,016.21	15,801.62	347,600	(172,600)	175,000
<b>Total Maintenance &amp; Operations</b>		<b>158,016.21</b>	<b>15,801.62</b>	<b>347,600</b>		<b>347,600</b>
111-8022-419.62-10	Capital Outlay	21,104.76	2,110.48	46,400	13,600	60,000
<b>Total Capital Outlay</b>		<b>21,104.76</b>	<b>2,110.48</b>	<b>46,400</b>		<b>46,400</b>
<b>TOTAL DEPARTMENT 8022</b>		<b>275,998.29</b>	<b>27,599.83</b>	<b>607,000</b>		<b>607,000</b>
111-8023-451.43-10	Internal Service Charge/ Buildings - O S & M	8,460.72	846.07	18,600	36,400	55,000
111-8023-451.43-20	Internal Service Charge/ Fleet Maintenance	750.00	75.00	1,600		1,600
<b>Total Internal Services Charges</b>		<b>9,210.72</b>	<b>921.07</b>	<b>20,200</b>		<b>20,200</b>
111-8023-451.56-41	Maintenance & Opera Contractual Srvc - Other	182,284.48	18,228.45	401,000	(201,000)	200,000
<b>Total Maintenance &amp; Operations</b>		<b>182,284.48</b>	<b>18,228.45</b>	<b>401,000</b>		<b>401,000</b>
111-8023-451.61-20	Capital Outlay	9,285.17	928.52	20,400	-	20,400
111-8023-451.62-10	Capital Outlay	51,866.95	5,186.70	114,200	-	114,200
<b>Total Capital Outlay</b>		<b>61,152.12</b>	<b>6,115.21</b>	<b>134,600</b>		<b>134,600</b>
<b>TOTAL DEPARTMENT 8023</b>		<b>252,647.32</b>	<b>25,264.73</b>	<b>555,800</b>		<b>555,800</b>
111-8024-421.43-10	Internal Service Charge/ Buildings - O S & M	32,477.50	3,247.75	71,400	1,075,740	1,147,100
111-8027-431.56-59	Maintenance & Opera Contract- Trash Collection	200,160.00	20,016.00	440,400	(234,235)	206,200
111-8030-461.56-42	Maintenance & Opera Storm Water WMP	81,274.11	8,127.41	178,800	24,145	202,900
111-8031-433.56-41	Maintenance & Opera Contractual Srvc - Other	125,850.00	12,585.00	276,800	(15,050)	261,800
111-8031-433.76-17	Capital Outlay	441,105.25	44,110.53	970,400		970,400
111-8080-431.11-00	Salaries & Benefits	21,901.92	2,190.19	48,200		48,200
111-8080-431.12-00	Salaries & Benefits	10,202.92	1,020.29	22,400		22,400
111-8080-431.15-40	Salaries & Benefits	4.67	0.47	-		-
111-8080-431.18-20	Salaries & Benefits	950.77	95.08	2,000		2,000
111-8080-431.18-30	Salaries & Benefits	792.31	79.23	1,800		1,800
111-8080-431.20-00	Salaries & Benefits	3,381.46	338.15	7,400		7,400
111-8080-431.22-00	Salaries & Benefits	490.80	49.08	1,000		1,000
111-8080-431.23-00	Salaries & Benefits	1,741.76	174.18	3,800		3,800
<b>Total Salaries &amp; Benefits</b>		<b>39,466.61</b>	<b>3,946.66</b>	<b>86,600</b>		<b>86,600</b>
111-8080-431.56-62	Maintenance & Opera Contract Engineer Service	105,000.00	10,500.00	231,000	(21,000)	210,000
111-8080-431.61-20	Maintenance & Opera Dept Supplies & Expense	9,925.00	992.50	21,800	-	21,800
<b>Total Maintenance &amp; Operations</b>		<b>114,925.00</b>	<b>11,492.50</b>	<b>252,800</b>		<b>252,800</b>
<b>TOTAL DEPARTMENT 8080</b>		<b>154,391.61</b>	<b>15,439.16</b>	<b>339,400</b>		<b>339,400</b>
111-8091-434.56-41	Maintenance & Opera Contractual Srvc - Other	337,089.00	33,708.90	741,600	(404,511)	337,100
111-8095-431.53-10	Maintenance & Opera Telephone & Wirelss	11,210.72	1,121.07	24,600	-	24,600
111-8095-431.61-50	Maintenance & Opera Graffiti Supplies	29,985.45	2,998.55	66,000	149,000	215,000
<b>Total Maintenance &amp; Operations</b>		<b>41,196.17</b>	<b>4,119.62</b>	<b>90,600</b>		<b>90,600</b>
<b>TOTAL DEPARTMENT 8095</b>		<b>41,196.17</b>	<b>4,119.62</b>	<b>90,600</b>		<b>90,600</b>
111-9010-415.56-15	Maintenance & Opera Citation Prkng Collection	12,334.34	1,233.43	27,200		27,200

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111-9010-419.31-50	Maintenance & Opera County Admin Fee-City Rch	1,911.05	191.11	4,200	4,200
111-9010-419.33-10	Maintenance & Opera Bank Services	1,563.63	156.36	3,400	3,400
111-9010-419.43-15	Maintenance & Opera Financial Systems	236,344.59	23,634.46	520,000	520,000
111-9010-419.44-10	Maintenance & Opera Rent ( Incl Equip Rental)	8,520.45	852.05	18,800	18,800
111-9010-419.53-10	Maintenance & Opera Telephone & Wireless	77,818.19	7,781.82	171,200	171,200
111-9010-419.53-20	Maintenance & Opera Postage	11,171.86	1,117.19	24,600	24,600
111-9010-419.56-41	Maintenance & Opera Contractual Svc - Other	202,305.28	20,230.53	445,000	445,000
111-9010-419.74-10	Maintenance & Opera Equipment	75.00	7.50	200	200
111-9010-490.73-10	Maintenance & Opera Equipment	72,940.33	7,294.03	160,400	160,400
<b>Total Maintenance &amp; Operations</b>		<b>624,984.72</b>	<b>62,498.47</b>	<b>1,375,000</b>	<b>1,375,000</b>
<b>TOTAL DEPARTMENT 9010</b>		<b>-</b>	<b>624,984.72</b>	<b>1,375,000</b>	<b>1,375,000</b>
111-9013-413.56-41	Maintenance & Opera Contractual Svc - Other	2,842.83	284.28	6,200	6,200
111-9018-413.35-10	Maintenance & Opera Tuition Assistance	24,999.99	2,500.00	55,000	55,000
111-9050-419.43-15	Maintenance & Opera Financial Systems	280,693.80	28,069.38	617,600	617,600
111-9050-451.56-10	Maintenance & Opera Senior Income PRG	1,804,400.00	180,440.00	3,969,600	3,969,600
111-9050-462.56-41	Maintenance & Opera Other	157,611.00	15,761.10	346,800	346,800
<b>Total Maintenance &amp; Operations</b>		<b>2,242,704.80</b>	<b>224,270.48</b>	<b>4,934,000</b>	<b>4,934,000</b>
111-9050-462.74-10	Capital Outlay	475,000.00	47,500.00	1,045,000	1,045,000
<b>Total Capital Outlay</b>		<b>475,000.00</b>	<b>47,500.00</b>	<b>1,045,000</b>	<b>1,045,000</b>
<b>TOTAL DEPARTMENT 9050</b>		<b>-</b>	<b>2,717,704.80</b>	<b>5,979,000</b>	<b>5,979,000</b>
<b>TOTAL FUND 111</b>		<b>3,335,216.00</b>	<b>15,932,731.01</b>	<b>35,050,200</b>	<b>1,026,538</b>
121-7040-421.56-14	Maintenance & Opera Welfare Inmate Fd Expense	8,637.51	863.75	19,000	19,000
121-7040-421.56-41	Maintenance & Opera Contractual Svc - Other	4,736.12	473.61	10,400	10,400
<b>TOTAL FUND 121</b>		<b>-</b>	<b>13,373.63</b>	<b>29,400</b>	<b>29,400</b>
202-8080-431.76-20	Capital Outlay	948,700.00	94,870.00	2,087,200	948,700
202-8080-431.76-21	Capital Outlay	110,340.00	11,034.00	242,800	242,800
<b>TOTAL FUND 202</b>		<b>-</b>	<b>1,059,040.00</b>	<b>2,330,000</b>	<b>(1,138,500)</b>
210-8010-415.56-41	Maintenance & Opera Contractual Svc - Other	46,800.00	4,680.00	103,000	46,800
<b>Total Maintenance &amp; Operations</b>		<b>46,800.00</b>	<b>4,680.00</b>	<b>103,000</b>	<b>103,000</b>
210-8080-431.73-10	Capital Outlay	21,948.00	2,194.80	48,200	317,300
<b>Total Capital Outlay</b>		<b>21,948.00</b>	<b>2,194.80</b>	<b>48,200</b>	<b>269,122</b>
<b>TOTAL FUND 210</b>		<b>-</b>	<b>68,748.00</b>	<b>151,200</b>	<b>48,200</b>
216-3010-415.11-00	Salaries & Benefits	5,792.97	579.30	12,800	364,100
216-3010-415.15-40	Salaries & Benefits	48.48	4.85	200	12,800
216-3010-415.18-20	Salaries & Benefits	322.08	32.21	800	200
216-3010-415.18-30	Salaries & Benefits	1,512.85	151.29	3,400	800
216-3010-415.20-00	Salaries & Benefits	580.13	58.01	1,200	3,400
216-3010-415.22-00	Salaries & Benefits	111.24	11.12	200	1,200
216-3010-415.23-00	Salaries & Benefits	505.50	50.55	1,200	200
<b>Total Salaries &amp; Benefits</b>		<b>8,873.25</b>	<b>887.33</b>	<b>19,800</b>	<b>1,200</b>
		<b>-</b>	<b>887.33</b>	<b>19,800</b>	<b>19,800</b>

TOTAL FUND 216	216-3010-415.56-41	Maintenance & Opera Contractual Srv - Other	12,971.70	1,297.17	28,600	28,600		28,600
	216-3010-415.56-42	Maintenance & Opera Trustee Fees	2,625.00	262.50	5,800	5,800		5,800
	Total Maintenance & Operations		15,596.70	1,559.67	34,400	34,400		34,400
	-		24,469.95	2,447.00	54,200	54,200		54,200
	217-9010-413.28-00	Salaries & Benefits Retiree Health Ins Prem.	782,002.30	78,200.23	1,720,400	1,720,400		1,720,400
	Total Salaries & Benefits		782,002.30	78,200.23	1,720,400	1,720,400		1,720,400
	217-9010-413.56-41	Maintenance & Opera Contractual Srv - Other	3,196.35	319.64	7,000	7,000		7,000
	Total Maintenance & Operations		3,196.35	319.64	7,000	7,000		7,000
	-		785,198.65	78,519.87	1,727,400	1,727,400		1,727,400
	-		9416.44	941.64	20,800	20,800		20,800
TOTAL FUND 217	219-3050-431.11-00	Salaries & Benefits Regular Salaries	129.28	12.93	200	200		200
	219-3050-431.15-40	Salaries & Benefits Bi-Lingual Pay	175.91	17.59	400	400		400
	219-3050-431.18-10	Salaries & Benefits Holiday Pay	322.08	32.21	800	800		800
	219-3050-431.18-20	Salaries & Benefits Sick Leave Buy Back	3,427.13	342.71	7,600	7,600		7,600
	219-3050-431.18-30	Salaries & Benefits Vacation Payout	1,054.24	105.42	2,400	2,400		2,400
	219-3050-431.20-00	Salaries & Benefits Fringe Benefits	173.64	17.36	400	400		400
	219-3050-431.22-00	Salaries & Benefits Medicare	946.79	94.68	2,000	2,000		2,000
	219-3050-431.23-00	Salaries & Benefits PERS Contr. Non-Sworn	893.18	89.32	2,000	2,000		2,000
	219-3050-431.25-05	Salaries & Benefits PARS - Contribution	7,537.02	753.70	16,600	16,600		16,600
	219-8085-431.11-00	Salaries & Benefits Regular Salaries	376.81	37.68	800	800		800
TOTAL FUND 219	219-8085-431.18-20	Salaries & Benefits Sick Leave Buy Back	158.46	15.85	400	400		400
	219-8085-431.18-30	Salaries & Benefits Vacation Payout	942.62	94.26	2,000	2,000		2,000
	219-8085-431.20-00	Salaries & Benefits Fringe Benefits	117.08	11.71	200	200		200
	219-8085-431.22-00	Salaries & Benefits Medicare	599.05	59.91	1,400	1,400		1,400
	219-8085-431.23-00	Salaries & Benefits PERS Contr. Non-Sworn	26,269.73	2,626.97	58,000	58,000		58,000
	Total Salaries & Benefits		32,223.62	3,222.36	70,800	70,800		70,800
	219-8085-431.43-21	Maintenance & Opera Metro Transit O S & M	135,584.93	13,558.49	298,200	298,200		298,200
	219-8085-431.56-43	Maintenance & Opera Fixed Route Transit	841,750.00	84,175.00	1,851,800	1,851,800		1,851,800
	219-8085-431.56-45	Maintenance & Opera Dial-A-Ride (All City)	2,618.52	261.85	5,800	5,800		5,800
	219-8085-431.58-50	Maintenance & Opera Bus Passes	17,641.01	1,764.10	38,800	38,800		38,800
TOTAL FUND 219	219-8085-431.62-30	Maintenance & Opera Metro Transit Fuel & Oil	997,594.46	99,759.45	2,194,600	2,194,600		2,194,600
	Total Maintenance & Operations		1,023,864.19	102,386.42	2,252,600	2,252,600	(782,290)	1,470,300
	-		6,123.41	612.34	13,400	13,400		13,400
	220-3070-431.11-00	Salaries & Benefits Regular Salaries	40.40	4.04	-	-		-
	220-3070-431.15-40	Salaries & Benefits Bi-Lingual Pay	175.91	17.59	400	400		400
	220-3070-431.18-10	Salaries & Benefits Holiday Pay	281.46	28.15	600	600		600
	220-3070-431.18-20	Salaries & Benefits Sick Leave Buy Back	2,469.99	247.00	5,400	5,400		5,400
	220-3070-431.18-30	Salaries & Benefits Vacation Payout	614.82	61.48	1,400	1,400		1,400
	220-3070-431.20-00	Salaries & Benefits Fringe Benefits	120.93	12.09	200	200		200
	220-3070-431.22-00	Salaries & Benefits Medicare	570.70	57.07	1,200	1,200		1,200

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220-3070-431.25-05	Salaries & Benefits	PARS - Contribution	446.59	44.66	1,000	1,000
220-8010-431.11-00	Salaries & Benefits	Regular Salaries	9,500.77	950.08	21,000	21,000
220-8010-431.12-00	Salaries & Benefits	Salary & Wages - P/T Temp	120.00	12.00	200	200
220-8010-431.14-00	Salaries & Benefits	Overtime Code 10	837.20	83.72	1,800	1,800
220-8010-431.15-40	Salaries & Benefits	Bi-Lingual Pay	387.09	38.71	800	800
220-8010-431.18-20	Salaries & Benefits	Sick Leave Buy Back	1,393.44	139.34	3,000	3,000
220-8010-431.20-00	Salaries & Benefits	Fringe Benefits	3,423.51	342.35	7,600	7,600
220-8010-431.22-00	Salaries & Benefits	Medicare	177.73	17.77	400	400
220-8010-431.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	915.23	91.52	2,000	2,000
220-8010-431.25-05	Salaries & Benefits	PARS - Contribution	838.81	83.88	1,800	1,800
220-8070-431.11-00	Salaries & Benefits	Regular Salaries	3,407.32	340.73	7,400	7,400
220-8070-431.18-20	Salaries & Benefits	Sick Leave Buy Back	190.15	19.02	400	400
220-8070-431.18-30	Salaries & Benefits	Vacation Payout	158.46	15.85	400	400
220-8070-431.20-00	Salaries & Benefits	Fringe Benefits	449.27	44.93	1,000	1,000
220-8070-431.22-00	Salaries & Benefits	Medicare	54.51	5.45	200	200
220-8070-431.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	270.66	27.07	600	600
220-8070-431.56-41	Salaries & Benefits	Contractual Svc - Other	233,816.02	23,381.60	514,400	278,500
220-8085-431.11-00	Salaries & Benefits	Regular Salaries	7,655.88	765.59	16,800	16,800
220-8085-431.18-20	Salaries & Benefits	Sick Leave Buy Back	376.81	37.68	800	800
220-8085-431.18-30	Salaries & Benefits	Vacation Payout	158.46	15.85	400	400
220-8085-431.20-00	Salaries & Benefits	Fringe Benefits	955.59	95.56	2,200	2,200
220-8085-431.22-00	Salaries & Benefits	Medicare	118.78	11.88	200	200
220-8085-431.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	608.53	60.85	1,400	1,400
<b>Total Salaries &amp; Benefits</b>			<b>276,658.43</b>	<b>27,665.84</b>	<b>608,400</b>	<b>608,400</b>
220-8085-431.56-43	Maintenance & Opera Fixed Route Transit		118,708.29	11,870.83	261,200	433,400
220-8085-431.62-30	Maintenance & Opera Metro Transit Fuel & Oil		17,640.99	1,764.10	38,800	60,000
<b>Total Maintenance &amp; Operations</b>			<b>136,349.28</b>	<b>13,634.93</b>	<b>300,000</b>	<b>300,000</b>
<b>TOTAL FUND 220</b>			<b>200.00</b>	<b>413,007.71</b>	<b>41,300.77</b>	<b>908,400</b>
221-8010-431.11-00	Salaries & Benefits	Regular Salaries	148,908.22	14,890.82	327,600	865,900
221-8010-431.12-00	Salaries & Benefits	Salary & Wages - P/T Temp	33,794.38	3,379.44	74,400	327,600
221-8010-431.14-00	Salaries & Benefits	Overtime Code 10	191.18	19.12	400	74,400
221-8010-431.15-40	Salaries & Benefits	Bi-Lingual Pay	1,799.36	179.94	4,000	4,000
221-8010-431.15-60	Salaries & Benefits	Premium Pay	262.12	26.21	600	600
221-8010-431.18-20	Salaries & Benefits	Sick Leave Buy Back	3,028.26	302.83	6,600	6,600
221-8010-431.20-00	Salaries & Benefits	Fringe Benefits	39,996.56	3,999.66	88,000	88,000
221-8010-431.22-00	Salaries & Benefits	Medicare	2,726.38	272.64	6,000	6,000
221-8010-431.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	14,014.05	1,401.41	30,800	30,800
221-8010-431.25-05	Salaries & Benefits	PARS - Contribution	4,934.27	493.43	10,800	10,800
<b>Total Salaries &amp; Benefits</b>			<b>249,654.78</b>	<b>24,965.48</b>	<b>549,200</b>	<b>549,200</b>
221-8010-431.56-41	Maintenance & Opera Contractual Svc - Other		618,613.04	61,861.30	1,361,000	656,500
						(704,515)



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221-8010-431.61-21	Maintenance & Opera Materials	12,896.30	1,289.63	28,400	56,600	85,000
<b>Total Maintenance &amp; Operations</b>		<b>631,509.34</b>	<b>63,150.93</b>	<b>1,389,400</b>		<b>1,389,400</b>
221-8010-431.76-12	Capital Outlay	2,561,240.09	256,124.01	5,634,800	(3,073,560)	2,561,200
221-8010-431.76-22	Capital Outlay	290,000.00	29,000.00	638,000	(348,000)	290,000
<b>Total Capital Outlay</b>		<b>2,851,240.09</b>	<b>285,124.01</b>	<b>6,272,800</b>		<b>6,272,800</b>
221-8012-429.11-00	Salaries & Benefits	41,068.78	4,106.88	90,400		90,400
221-8012-429.14-00	Salaries & Benefits	6.54	0.65	-		-
221-8012-429.15-40	Salaries & Benefits	1,670.75	167.08	3,600		3,600
221-8012-429.18-20	Salaries & Benefits	1,622.59	162.26	3,600		3,600
221-8012-429.20-00	Salaries & Benefits	11,336.00	1,133.60	25,000		25,000
221-8012-429.22-00	Salaries & Benefits	644.13	64.41	1,400		1,400
221-8012-429.23-00	Salaries & Benefits	3,948.92	394.89	8,600		8,600
221-8012-429.25-05	Salaries & Benefits	3,557.64	355.76	7,800		7,800
<b>Total Salaries &amp; Benefits</b>		<b>63,855.35</b>	<b>6,385.54</b>	<b>140,400</b>		<b>140,400</b>
221-8012-429.61-20	Maintenance & Opera Dept Supplies & Expense	31,338.27	3,133.83	69,000	81,000	150,000
<b>Total Maintenance &amp; Operations</b>		<b>31,338.27</b>	<b>3,133.83</b>	<b>69,000</b>		<b>69,000</b>
221-8014-429.11-00	Salaries & Benefits	49,428.44	4,942.84	108,800		108,800
221-8014-429.14-00	Salaries & Benefits	564.90	56.49	1,200		1,200
221-8014-429.15-20	Salaries & Benefits	180.00	18.00	400		400
221-8014-429.15-40	Salaries & Benefits	1,111.86	111.19	2,400		2,400
221-8014-429.15-60	Salaries & Benefits	1,096.10	109.61	2,400		2,400
221-8014-429.18-20	Salaries & Benefits	2,228.76	222.88	5,000		5,000
221-8014-429.20-00	Salaries & Benefits	6,543.76	654.38	14,400		14,400
221-8014-429.22-00	Salaries & Benefits	814.43	81.44	1,800		1,800
221-8014-429.23-00	Salaries & Benefits	4,905.83	490.58	10,800		10,800
221-8014-429.25-05	Salaries & Benefits	5,189.85	518.99	11,400		11,400
<b>Total Salaries &amp; Benefits</b>		<b>72,063.93</b>	<b>7,206.39</b>	<b>158,600</b>		<b>158,600</b>
221-8014-429.56-41	Maintenance & Opera Contractual Srvs - Other	105,319.00	10,531.90	231,800		231,800
<b>Total Maintenance &amp; Operations</b>		<b>105,319.00</b>	<b>10,531.90</b>	<b>231,800</b>		<b>231,800</b>
221-8014-429.61-20	Capital Outlay	5,898.25	589.83	13,000	93,290	106,300
221-8014-429.62-10	Capital Outlay	22,925.98	2,292.60	50,400		50,400
<b>Total Capital Outlay</b>		<b>28,824.23</b>	<b>2,882.42</b>	<b>63,400</b>		<b>63,400</b>
221-8080-431.11-00	Salaries & Benefits	12,411.83	1,241.18	27,400		27,400
221-8080-431.15-40	Salaries & Benefits	49.14	4.91	200		200
221-8080-431.15-60	Salaries & Benefits	65.55	6.56	200		200
221-8080-431.18-20	Salaries & Benefits	595.78	59.58	1,400		1,400
221-8080-431.18-30	Salaries & Benefits	475.38	47.54	1,000		1,000
221-8080-431.20-00	Salaries & Benefits	1,745.72	174.57	3,800		3,800
221-8080-431.22-00	Salaries & Benefits	197.17	19.72	400		400
221-8080-431.23-00	Salaries & Benefits	1,060.98	106.10	2,400		2,400

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TOTAL FUND 221	221-8080-431.25-05	Salaries & Benefits	PARS - Contribution	425.28	42.53	1,000		1,000
	Total Salaries & Benefits			17,026.83	1,702.68	37,800		37,800
	222-3030-431.11-00	Salaries & Benefits	Regular Salaries	7,516.36	751.64	16,600	(3,895,185)	5,017,200
	222-3030-431.15-40	Salaries & Benefits	Bi-Lingual Pay	88.88	8.89	200		200
	222-3030-431.18-10	Salaries & Benefits	Holiday Pay	175.91	17.59	400		400
	222-3030-431.18-20	Salaries & Benefits	Sick Leave Buy Back	322.08	32.21	800		800
	222-3030-431.18-30	Salaries & Benefits	Vacation Payout	2,469.99	247.00	5,400		5,400
	222-3030-431.20-00	Salaries & Benefits	Fringe Benefits	817.12	81.71	1,800		1,800
	222-3030-431.22-00	Salaries & Benefits	Medicare	142.40	14.24	400		400
	222-3030-431.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	726.10	72.61	1,600		1,600
	222-3030-431.25-05	Salaries & Benefits	PARS - Contribution	446.59	44.66	1,000		1,000
	Total Salaries & Benefits			12,705.43	1,270.54	28,200		28,200
	222-8010-431.56-43	Maintenance & Opera	Fixed Route Transit	154,917.48	15,491.75	340,800	92,860	433,700
	222-8010-431.62-30	Maintenance & Opera	Metro Transit Fuel & Oil	17,641.00	1,764.10	38,800	21,200	60,000
	Total Maintenance & Operations			172,558.48	17,255.85	379,600		379,600
TOTAL FUND 222	222-8010-431.76-06	Capital Outlay	Slauson Congestion Relief	175,881.12	17,588.11	387,000		387,000
	Total Capital Outlay			175,881.12	17,588.11	387,000		387,000
	222-8080-431.56-41	Maintenance & Opera	Contractual Svc - Other	150,000.00	15,000.00	330,000	(30,000)	300,000
	Total Maintenance & Operations			150,000.00	15,000.00	330,000		330,000
	222-8080-431.76-20	Capital Outlay	ATP Cycle 3	104,146.00	10,414.60	229,200		229,200
	Total Capital Outlay			104,146.00	10,414.60	229,200		229,200
	222-7115-421.13-00	Salaries & Benefits	Overtime - Regular	15,735.07	1,573.51	34,600	84,060	1,438,100
	222-7115-421.15-40	Salaries & Benefits	Bi-Lingual Pay	133.76	13.38	200		200
	222-7115-421.16-20	Salaries & Benefits	Uniform Allowance	234.31	23.43	600		600
	222-7115-421.20-00	Salaries & Benefits	Fringe Benefits	237.19	23.72	600		600
	222-7115-421.22-00	Salaries & Benefits	Medicare	245.25	24.53	600		600
	Total Salaries & Benefits			16,585.58	1,658.56	36,600		36,600
	222-7120-421.74-10	Capital Outlay	Equipment	16,585.58	1,658.56	36,600		36,600
	Total Capital Outlay			16,585.58	1,658.56	36,600		36,600
	TOTAL FUND 222			344,572.63	34,457.26	753,400	84,060	1,438,100
TOTAL FUND 225	229-0210-421.44-10	Maintenance & Opera	Rent (Incl Equip Rental)	99,123.31	9,912.33	218,000		218,000
	Total Maintenance & Operations			99,123.31	9,912.33	218,000		218,000
	229-7010-421.74-10	Capital Outlay	Equipment	(35,613.39)	(3,561.34)	(78,400)		(78,400)
	Total Capital Outlay			(35,613.39)	(3,561.34)	(78,400)		(78,400)
	TOTAL FUND 225			63,509.92	6,350.99	139,600		139,600
TOTAL FUND 229	230-7134-421.74-10	Capital Outlay	Equipment	160,000.00	16,000.00	352,000		352,000
	Total Capital Outlay			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000
	TOTAL FUND 229			160,000.00	16,000.00	352,000		352,000

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TOTAL FUND 230	-	160,000.00	16,000.00	352,000		352,000
232-6010-419.56-41 Maintenance & Opera Contractual Svc - Other		17,925.54	1,792.55	39,400	20,600	60,000
Total Maintenance & Operations	-	17,925.54	1,792.55	39,400		39,400
232-6010-419.76-25 Capital Outlay		80,730.00	8,073.00	177,600	(177,600)	-
Total Capital Outlay	-	80,730.00	8,073.00	177,600		177,600
232-6010-466.55-56 Maintenance & Opera Performing Arts at Parks		7,557.83	755.78	16,600.	8,400	25,000
232-6010-466.55-57 Maintenance & Opera Art Walk on Pacific		300.00	30.00	600	24,400	25,000
Total Maintenance & Operations	-	7,857.83	785.78	17,200		17,200
TOTAL FUND 232	-	106,513.37	10,651.34	234,200	(124,200)	110,000
233-7010-421.74-10 Capital Outlay		1,091.73	109.17	2,400		2,400
Total Capital Outlay	-	1,091.73	109.17	2,400		2,400
239-0280-490.51-03 Maintenance & Opera Emergency Senior Meals		1,091.73	109.17	2,400		2,400
Total Maintenance & Operations	-	1,091.73	109.17	2,400		2,400
239-6060-466.12-00 Salaries & Benefits		95,364.00	9,536.40	209,800	(180,000)	29,800
239-6060-466.22-00 Salaries & Benefits		6,895.83	689.58	15,200		15,200
Total Salaries & Benefits	152,002.00	6,995.82	699.58	15,400		15,400
239-6060-466.61-20 Maintenance & Opera Dept Supplies & Expense		8,416.48	841.65	18,600		18,600
239-6060-490.61-60 Maintenance & Opera COVID-19 Supplies		9,570.32	957.03	21,000		21,000
Total Maintenance & Operations	-	17,986.80	1,798.68	39,600		39,600
239-6065-466.12-00 Salaries & Benefits		15,191.24	1,519.12	33,400		33,400
239-6065-466.22-00 Salaries & Benefits		220.25	22.03	400		400
Total Salaries & Benefits	334,002.00	15,411.49	1,541.15	33,800		33,800
239-6065-466.61-20 Maintenance & Opera Dept Supplies & Expense		1,395.13	139.51	3,000		3,000
Total Maintenance & Operations	-	1,395.13	139.51	3,000		3,000
239-8010-431.76-12 Capital Outlay		2,961,496.00	296,149.60	6,515,200	(3,553,704)	2,961,500
Total Capital Outlay	-	2,961,496.00	296,149.60	6,515,200		6,515,200
TOTAL FUND 239	486,004.00	3,098,649.24	309,864.92	6,816,800	(3,733,704)	3,083,100
241-5055-419.56-41 Maintenance & Opera Contractual Svc - Other		26,908.40	2,690.84	59,200		59,200
Total Maintenance & Operations	-	26,908.40	2,690.84	59,200		59,200
TOTAL FUND 241	-	26,908.40	2,690.84	59,200		59,200
275-3010-465.11-00 Salaries & Benefits		18,697.34	1,869.73	41,200		41,200
275-3010-465.15-40 Salaries & Benefits		145.44	14.54	400		400
275-3010-465.18-20 Salaries & Benefits		989.10	98.91	2,200		2,200
275-3010-465.18-30 Salaries & Benefits		4,538.57	453.86	10,000		10,000
275-3010-465.20-00 Salaries & Benefits		1,740.21	174.02	3,800		3,800
275-3010-465.22-00 Salaries & Benefits		353.09	35.31	800		800
275-3010-465.23-00 Salaries & Benefits		1,618.70	161.87	3,600		3,600
Total Salaries & Benefits	-	28,082.45	2,808.25	62,000		62,000
275-9740-465.80-30 Maintenance & Opera Interest		104,443.50	10,444.35	229,800		229,800

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<b>TOTAL FUND 275</b>	275-9740-465.80-31	Maintenance & Opera Principle		3,045,000.00	304,500.00		6,699,000		6,699,000
	275-9741-465.80-30	Maintenance & Opera Interest		46,138.48	4,613.85		101,600		101,600
	275-9741-465.80-31	Maintenance & Opera Principle		458,880.76	45,888.08		1,009,600		1,009,600
	<b>Total Maintenance &amp; Operations</b>		-	<b>3,654,462.74</b>	<b>365,446.27</b>		<b>8,040,000</b>		<b>8,040,000</b>
			-	<b>3,682,545.19</b>	<b>368,254.52</b>		<b>8,102,000</b>		<b>8,102,000</b>
<b>TOTAL FUND 283</b>	283-3010-415.11-00	Salaries & Benefits	Regular Salaries	1,899.30	189.93		4,200		4,200
	283-3010-415.15-40	Salaries & Benefits	Bi-Lingual Pay	40.40	4.04		-		-
	283-3010-415.18-30	Salaries & Benefits	Vacation Payout	957.14	95.71		2,200		2,200
	283-3010-415.20-00	Salaries & Benefits	Fringe Benefits	236.99	23.70		600		600
	283-3010-415.22-00	Salaries & Benefits	Medicare	31.16	3.12		-		-
	283-3010-415.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	220.60	22.06		400		400
	283-3010-415.25-05	Salaries & Benefits	PARS - Contribution	446.59	44.66		1,000		1,000
	<b>Total Salaries &amp; Benefits</b>		-	<b>3,832.18</b>	<b>383.22</b>		<b>8,400</b>		<b>8,400</b>
	283-8040-432.56-41	Maintenance & Opera Contractual Svc - Other		168,600.28	16,860.03		371,000		566,000
	<b>Total Maintenance &amp; Operations</b>		-	<b>168,600.28</b>	<b>16,860.03</b>		<b>371,000</b>		<b>371,000</b>
<b>TOTAL FUND 285</b>			-	<b>172,432.46</b>	<b>17,243.25</b>		<b>379,400</b>		<b>514,400</b>
	285-3010-415.11-00	Salaries & Benefits	Regular Salaries	1,899.30	189.93		4,200		4,200
	285-3010-415.15-40	Salaries & Benefits	Bi-Lingual Pay	40.40	4.04		-		-
	285-3010-415.18-30	Salaries & Benefits	Vacation Payout	957.14	95.71		2,200		2,200
	285-3010-415.20-00	Salaries & Benefits	Fringe Benefits	236.99	23.70		600		600
	285-3010-415.22-00	Salaries & Benefits	Medicare	31.16	3.12		-		-
	285-3010-415.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	220.60	22.06		400		400
	285-3010-415.25-05	Salaries & Benefits	PARS - Contribution	446.59	44.66		1,000		1,000
	<b>Total Salaries &amp; Benefits</b>		-	<b>3,832.18</b>	<b>383.22</b>		<b>8,400</b>		<b>8,400</b>
	285-8050-432.43-05	Internal Service Charge Office Equip - O S & M		557.82	55.78		1,200		1,200
<b>TOTAL FUND 475</b>	<b>Total Internal Service Charges</b>		-	<b>557.82</b>	<b>55.78</b>		<b>1,200</b>		<b>1,200</b>
	285-8050-432.56-41	Maintenance & Opera Contractual Svc - Other		75,625.00	7,562.50		166,400		110,100
	285-8050-432.61-20	Maintenance & Opera Dept Supplies & Expense		1,902.65	190.27		4,200		4,200
	<b>Total Maintenance &amp; Operations</b>		-	<b>77,527.65</b>	<b>7,752.77</b>		<b>170,600</b>		<b>170,600</b>
			-	<b>81,917.65</b>	<b>8,191.77</b>		<b>180,200</b>		<b>123,900</b>
<b>TOTAL FUND 475</b>	475-9010-419.56-41	Maintenance & Opera Contractual Svc - Other		1,170.00	117.00		2,600		2,600
	475-9720-465.80-20	Maintenance & Opera Principal Bonds		539,180.80	53,918.08		1,186,200		1,186,200
	475-9720-465.81-10	Maintenance & Opera Interest Expense-Bonds		18,197.35	1,819.74		40,000		40,000
	<b>Total Maintenance &amp; Operations</b>		-	<b>558,548.15</b>	<b>55,854.82</b>		<b>1,228,800</b>		<b>1,228,800</b>
			-	<b>558,548.15</b>	<b>55,854.82</b>		<b>1,228,800</b>		<b>1,228,800</b>
<b>TOTAL FUND 475</b>	535-3010-431.11-00	Salaries & Benefits	Regular Salaries	12,464.67	1,246.47		27,400		27,400
	535-3010-431.15-40	Salaries & Benefits	Bi-Lingual Pay	96.96	9.70		200		200
	535-3010-431.18-20	Salaries & Benefits	Sick Leave Buy Back	659.40	65.94		1,400		1,400
	535-3010-431.18-30	Salaries & Benefits	Vacation Payout	3,025.72	302.57		6,600		6,600
	535-3010-431.20-00	Salaries & Benefits	Fringe Benefits	1,160.08	116.01		2,600		2,600

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535-3010-431.22-00	Salaries & Benefits	Medicare	235.39	23.54	600	600
535-3010-431.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	1,079.11	107.91	2,400	2,400
535-8016-431.11-00	Salaries & Benefits	Regular Salaries	22,427.69	2,242.77	49,400	49,400
535-8016-431.13-00	Salaries & Benefits	Overtime - Regular	147.54	14.75	400	1,200
535-8016-431.14-00	Salaries & Benefits	Overtime Code 10	254.93	25.49	600	600
535-8016-431.15-20	Salaries & Benefits	Tool Allowance	80.00	8.00	200	200
535-8016-431.15-40	Salaries & Benefits	Bi-Lingual Pay	506.86	50.69	1,200	1,200
535-8016-431.15-60	Salaries & Benefits	Premium Pay	516.40	51.64	1,200	1,200
535-8016-431.18-20	Salaries & Benefits	Sick Leave Buy Back	1,015.29	101.53	2,200	2,200
535-8016-431.20-00	Salaries & Benefits	Fringe Benefits	3,003.84	300.38	6,600	6,600
535-8016-431.22-00	Salaries & Benefits	Medicare	371.93	37.19	800	800
535-8016-431.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	2,236.02	223.60	5,000	5,000
535-8016-431.25-05	Salaries & Benefits	PARS - Contribution	2,410.12	241.01	5,400	5,400
<b>Total Salaries &amp; Benefits</b>			<b>51,691.95</b>	<b>5,169.20</b>	<b>114,200</b>	<b>114,200</b>
535-8016-431.44-10	Maintenance & Opera Rent ( Incl Equip Rental)		1,313.00	131.30	2,800	2,800
535-8016-431.56-41	Maintenance & Opera Contractual Srvc - Other		5,170.59	517.06	11,400	11,400
<b>Total Maintenance &amp; Operations</b>			<b>6,483.59</b>	<b>648.36</b>	<b>14,200</b>	<b>14,200</b>
535-8016-431.61-45	Capital Outlay	Street Lighting Supplies	26,092.15	2,609.22	57,400	57,400
535-8016-431.62-10	Capital Outlay	Heat Light Water & Power	108,413.81	10,841.38	238,600	238,600
535-8016-431.74-10	Capital Outlay	Equipment	32,137.66	3,213.77	70,800	229,200
<b>Total Capital Outlay</b>			<b>166,643.62</b>	<b>16,664.36</b>	<b>366,800</b>	<b>366,800</b>
535-8090-452.13-00	Salaries & Benefits	Overtime - Regular	540.21	54.02	1,200	1,700
535-8090-452.22-00	Salaries & Benefits	Medicare	8.23	0.82	-	-
<b>Total Salaries &amp; Benefits</b>			<b>548.44</b>	<b>54.84</b>	<b>1,200</b>	<b>1,200</b>
535-8090-452.43-20	Maintenance & Opera Maintenance		3,241.23	324.12	7,200	22,800
535-8090-452.56-60	Maintenance & Opera Contract Landscape Labor		846,509.65	84,650.97	1,862,400	(1,220,330)
535-8090-452.61-20	Maintenance & Opera Dept Supplies & Expense		25,110.24	2,511.02	55,200	24,800
<b>Total Maintenance &amp; Operations</b>			<b>874,861.12</b>	<b>87,486.11</b>	<b>1,924,800</b>	<b>1,924,800</b>
535-8090-452.74-10	Capital Outlay	Equipment	539.12	53.91	1,200	118,800
<b>Total Capital Outlay</b>			<b>539.12</b>	<b>53.91</b>	<b>1,200</b>	<b>1,200</b>
535-9025-431.80-70	Maintenance & Opera Principal Payment-Bonds		433,977.03	43,397.70	954,800	954,800
535-9025-431.81-10	Maintenance & Opera Interest Expense/Bonds		58,489.69	5,848.97	128,600	128,600
<b>Total Maintenance &amp; Operations</b>			<b>492,466.72</b>	<b>49,246.67</b>	<b>1,083,400</b>	<b>1,083,400</b>
<b>TOTAL FUND 535</b>			<b>-</b>	<b>110,076.78</b>	<b>2,422,400</b>	<b>(821,830)</b>
681-3022-415.11-00	Salaries & Benefits	Regular Salaries	74,344.49	7,434.45	163,600	163,600
681-3022-415.13-00	Salaries & Benefits	Overtime - Regular	13.43	1.34	-	-
681-3022-415.14-00	Salaries & Benefits	Overtime Code 10	1.79	0.18	-	-
681-3022-415.15-40	Salaries & Benefits	Bi-Lingual Pay	2,264.98	226.50	5,000	5,000
681-3022-415.15-60	Salaries & Benefits	Premium Pay	3,323.04	332.30	7,400	7,400
681-3022-415.18-10	Salaries & Benefits	Holiday Pay	527.74	52.77	1,200	1,200

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681-3022-415.18-20	Salaries & Benefits	Sick Leave Buy Back	1,101.60	110.16	2,400	2,400
681-3022-415.18-30	Salaries & Benefits	Vacation Payout	6,606.68	660.67	14,600	14,600
681-3022-415.20-00	Salaries & Benefits	Fringe Benefits	18,195.40	1,819.54	40,000	40,000
681-3022-415.22-00	Salaries & Benefits	Medicare	1,257.54	125.75	2,800	2,800
681-3022-415.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	8,280.08	828.01	18,200	18,200
681-3022-415.25-05	Salaries & Benefits	PARS - Contribution	11,337.26	1,133.73	25,000	25,000
<b>Total Salaries &amp; Benefits</b>			<b>127,254.03</b>	<b>12,725.40</b>	<b>280,200</b>	<b>280,200</b>
681-3022-415.53-20	Maintenance & Opera Postage		7,288.98	728.90	16,000	16,000
681-3022-415.56-41	Maintenance & Opera Contractual Svc - Other		8,561.51	856.15	18,800	18,800
<b>Total Maintenance &amp; Operations</b>			<b>15,850.49</b>	<b>1,585.05</b>	<b>34,800</b>	<b>34,800</b>
681-8030-461.11-00	Salaries & Benefits	Regular Salaries	16,973.59	1,697.36	37,400	37,400
681-8030-461.14-00	Salaries & Benefits	Overtime Code 10	72.42	7.24	200	200
681-8030-461.15-20	Salaries & Benefits	Tool Allowance	20.00	2.00	-	-
681-8030-461.15-25	Salaries & Benefits	Boot Allowance	30.00	3.00	-	-
681-8030-461.15-40	Salaries & Benefits	Bi-Lingual Pay	151.97	15.20	400	400
681-8030-461.15-60	Salaries & Benefits	Premium Pay	196.58	19.66	400	400
681-8030-461.18-20	Salaries & Benefits	Sick Leave Buy Back	879.90	87.99	2,000	2,000
681-8030-461.18-30	Salaries & Benefits	Vacation Payout	475.38	47.54	1,000	1,000
681-8030-461.20-00	Salaries & Benefits	Fringe Benefits	2,333.11	233.31	5,200	5,200
681-8030-461.22-00	Salaries & Benefits	Medicare	274.67	27.47	600	600
681-8030-461.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	1,505.12	150.51	3,400	3,400
681-8030-461.25-05	Salaries & Benefits	PARS - Contribution	832.98	83.30	1,800	1,800
<b>Total Salaries &amp; Benefits</b>			<b>23,745.72</b>	<b>2,374.57</b>	<b>52,400</b>	<b>52,400</b>
681-8030-461.41-00	Maintenance & Opera Water Purchase / Supply		1,302,144.35	130,214.44	2,864,800	107,169
681-8030-461.42-05	Maintenance & Opera Permits & Fees		32,833.82	3,283.38	72,200	2,972,000
681-8030-461.43-05	Maintenance & Opera Office Equip - O S & M		557.90	55.79	1,200	117,200
681-8030-461.43-30	Maintenance & Opera Infrastructure Maint.		195,286.63	19,528.66	429,600	1,200
681-8030-461.53-10	Maintenance & Opera Telephone & Wireless		36,374.20	3,637.42	80,000	1,870,000
681-8030-461.56-20	Maintenance & Opera Account Write Off		(2.42)	(0.24)	-	(41,800)
681-8030-461.56-41	Maintenance & Opera Contractual Svc - Other		1,399,969.13	139,996.91	3,080,000	38,200
681-8030-461.61-20	Maintenance & Opera Dept Supplies & Expense		84.31	8.43	200	-
681-8030-461.62-20	Maintenance & Opera Power Gas & Lubricants		171,802.37	17,180.24	378,000	1,791,900
<b>Total Maintenance &amp; Operations</b>			<b>3,139,050.29</b>	<b>313,905.03</b>	<b>6,906,000</b>	4,200
681-8030-461.76-18	Capital Outlay	Cottage Reservoir Well 15	647,715.00	64,771.50	1,425,000	6,906,000
681-8030-461.76-26	Capital Outlay	Well 15	116,961.43	11,696.14	257,400	1,425,000
<b>Total Capital Outlay</b>			<b>764,676.43</b>	<b>76,467.64</b>	<b>1,682,400</b>	257,400
<b>TOTAL FUND 681</b>			<b>4,070,576.96</b>	<b>407,057.70</b>	<b>8,955,800</b>	1,682,400
741-8060-431.11-00	Salaries & Benefits	Regular Salaries	93,780.75	9,378.08	206,400	9,652,000
741-8060-431.14-00	Salaries & Benefits	Overtime Code 10	1.57	0.16	-	206,400
741-8060-431.15-20	Salaries & Benefits	Tool Allowance	400.00	40.00	800	-

CITY OF HUNTINGTON PARK  
MID-YEAR BUDGET REVIEW AND SPENDING APPROPRIATIONS

FISCAL YEAR 2022-23

741-8060-431.15-25	Salaries & Benefits	Boot Allowance	800.00	80.00	1,800	1,800
741-8060-431.15-40	Salaries & Benefits	Bi-Lingual Pay	1,367.24	136.72	3,000	3,000
741-8060-431.18-20	Salaries & Benefits	Sick Leave Buy Back	3,619.69	361.97	8,000	8,000
741-8060-431.18-30	Salaries & Benefits	Vacation Payout	158.47	15.85	400	400
741-8060-431.20-00	Salaries & Benefits	Fringe Benefits	26,042.11	2,604.21	57,200	57,200
741-8060-431.22-00	Salaries & Benefits	Medicare	1,434.27	143.43	3,200	3,200
741-8060-431.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	8,995.23	899.52	19,800	19,800
741-8060-431.25-05	Salaries & Benefits	PARS - Contribution	9,308.94	930.89	20,400	20,400
Total Salaries & Benefits			145,908.27	14,590.83	321,000	321,000
741-8060-431.42-05	Internal Service Charge Permit & Fees		6,247.73	624.77	13,800	3,200
741-8060-431.43-20	Internal Service Charge Fleet Maintenance		153,257.53	15,325.75	337,200	350,000
Total Internal Service Charges			159,505.26	15,950.53	351,000	351,000
741-8060-431.56-41	Maintenance & Opera Contractual Svc - Other		21,412.52	2,141.25	47,200	-
741-8060-431.61-20	Maintenance & Opera Dept Supplies & Expense		803.00	80.30	1,800	2,200
741-8060-431.62-30	Maintenance & Opera Metro Transit Fuel & Oil		207,898.02	20,789.80	457,400	-
Total Maintenance & Operations			230,113.54	23,011.35	506,400	506,400
741-8060-431.74-10	Capital Outlay	Equipment	138,175.41	13,817.54	304,000	290,500
Total Capital Outlay			138,175.41	13,817.54	304,000	304,000
TOTAL FUND 741			673,702.48	67,370.25	1,482,400	308,700
745-2030-413.11-00	Salaries & Benefits	Regular Salaries	14,065.92	1,406.59	31,000	31,000
745-2030-413.13-00	Salaries & Benefits	Overtime - Regular	34.10	3.41	-	-
745-2030-413.15-40	Salaries & Benefits	Bi-Lingual Pay	484.56	48.46	1,000	1,000
745-2030-413.18-20	Salaries & Benefits	Sick Leave Buy Back	242.93	24.29	600	600
745-2030-413.20-00	Salaries & Benefits	Fringe Benefits	5,226.14	522.61	11,400	11,400
745-2030-413.22-00	Salaries & Benefits	Medicare	213.78	21.38	400	400
745-2030-413.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	1,156.52	115.65	2,600	2,600
745-3010-415.11-00	Salaries & Benefits	Regular Salaries	16,968.49	1,696.85	37,400	37,400
745-3010-415.15-40	Salaries & Benefits	Bi-Lingual Pay	177.32	17.73	400	400
745-3010-415.18-20	Salaries & Benefits	Sick Leave Buy Back	659.40	65.94	1,400	1,400
745-3010-415.18-30	Salaries & Benefits	Vacation Payout	4,940.01	494.00	10,800	10,800
745-3010-415.20-00	Salaries & Benefits	Fringe Benefits	1,690.80	169.08	3,800	3,800
745-3010-415.22-00	Salaries & Benefits	Medicare	308.71	30.87	600	600
745-3010-415.23-00	Salaries & Benefits	PERS Contr. Non-Sworn	1,589.43	158.94	3,400	3,400
745-3010-415.25-05	Salaries & Benefits	PARS - Contribution	893.25	89.33	2,000	2,000
Total Salaries & Benefits			48,651.36	4,865.14	106,800	106,800
745-9030-413.26-00	Internal Service Charge Workers Comp Premium		196,674.00	19,667.40	432,600	432,600
745-9030-413.32-70	Internal Service Charge Contractual Srv Legal		25,119.04	2,511.90	55,200	55,200
745-9030-413.52-25	Internal Service Charge Liability Premium Assess		2,594,800.27	259,480.03	5,708,600	5,708,600
745-9030-413.52-30	Internal Service Charge Ins - Benefits Active EEs		37,194.94	3,719.49	81,800	81,800
745-9031-413.32-70	Internal Service Charge Contractual Srv Legal		150,745.86	15,074.59	331,600	331,600

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CITY OF HUNTINGTON PARK  
MID-YEAR BUDGET REVIEW AND SPENDING APPROPRIATIONS

FISCAL YEAR 2022-23

745-9031-413.52-10	Internal Service Chrg Ins - Property Premium	318,463.00	31,846.30	700,600	700,600
745-9031-413.52-30	Internal Service Chrg Ins - Benefits Active EEs	78,602.80	7,860.28	173,000	173,000
Total Internal Service Charges		3,401,599.91	340,159.99	7,483,400	7,483,400
TOTAL FUND 745		3,450,251.27	345,025.13	7,590,200	7,590,200
GRAND TOTAL ALL FUNDS:		41,279,939.82	4,127,993.98	90,816,400.00	(8,131,159.91) 82,685,300.00



**SUPPLEMENTAL BUDGET CHANGES:**

Here is the list of supplemental budget changes which the City Manager's Office wishes to highlight for the City Council:

**Personnel Changes:**

- City Council
  - Remove: Administrative Assistant
  - Add: Administrative Analyst
- Administration
  - Remove: Executive Assistant
- City Clerk
  - Remove: Junior Deputy City Clerk and Administrative Clerk
  - Add: Deputy City Clerk, and Administrative Analyst
- Human Resources
  - Remove: Risk Management Analyst and Human Resources Specialist
  - Add: Human Resources Assistant and Management Analyst

**Maintenance & Operations Budget Changes**

- Parks and Recreation
  - Youth Football Program — \$15,000 (CDBG)
  - 5k and Health Expo — \$45,000 (GF)
- Communications
  - Art Walk on Pacific — \$45,000 (GF)
  - State of the City — \$10,000 (GF)
- Public Works
  - Gas Pump — \$150,000
  - Shuttles — \$50,000
  - Trolley — \$40,000
  - Concrete — \$100,000

**ITEM NO. 11**



# CITY OF HUNTINGTON PARK

CITY MANAGER  
City Council Agenda Report

January 17, 2023

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:

## **RECONSTRUCTION OF ACCOUNTING RECORDS (ROAR CIP PROJECT #2022-08)**

*THIS IS A CAPITAL IMPROVEMENT PROJECT (CIP) TO RECONSTRUCT, RECREATE, RECONCILE, AND POST THE HISTORICAL ACCOUNTING RECORDS FOR FISCAL YEARS 2019-20, 2020-21, 2021-22, AND 2022-23, TO ALLOW (A) THE PREPARATION OF FINANCIAL STATEMENTS, (B) THE INDEPENDENT AUDIT OF THE CITY'S FINANCIAL STATEMENTS, AND (C) ALLOW THE IMPLEMENTATION OF THE CITY'S \$1.7 MILLION TYLER MUNIS TECHNOLOGY INVESTMENT.*

## **IT IS RECOMMENDED THAT CITY COUNCIL:**

It is respectfully requested that the City Council approve the following items:

1. Approve creation of CIP Project #2022-08 titled "ROAR" (Reconstruction of Accounting Records) and add it to the CIP Budget schedule.
2. Authorize the City Manager to enter into contract with an appropriate CPA / consulting firm on "sole source" basis, due to specialized expertise and voluminous effort to reconstruct delinquent accounting, bank reconciliations, and to perform all accounting work, subsidiary ledgers, and audit schedules. The deliverables expected from consultant includes a month-by-month closing of the books, reconciliation of cash, and the ultimate preparation of a final year-end June 30<sup>th</sup> Trial Balance along with all PBCs (Provided by Client schedules), to facilitate the work of the City's independent auditors to ensure a "turn-key" closing of the books to obtain clean Audit Opinion Letter for each of the four fiscal years, to achieve the **City Manager and City Council priority of completing this Reconstruction of Accounting Records (ROAR) CIP Project in 12 to 13 months.**
3. Approve Resolution authorizing a "not to exceed" \$450,000 budget for the "ROAR" (Reconstruction of Accounting Records) CIP Project #2022-08.

## **RECONSTRUCTION OF ACCOUNTING RECORDS (ROAR CIP PROJECT #2022-08)**

January 17, 2023

Page 2 of 4

As shown above, the ROAR CIP Project #2022-08 will be “turn-key”, however, the City staff will ensure that timely reports are provided to City Council within 30 days of the completion of each of the fiscal year audits which are now four years delinquent.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Regrettably, under the direction of the City’s previous Finance Director, the Finance Department egregiously mismanaged the accounting and recordkeeping to the extent that the City’s independent auditors could not conduct their audit procedures.

The City of Huntington Park is threatened to lose significant grant funding, largely for streets and other infrastructure CIP projects, due to overdue “independently” audited financial statements by the City’s auditing firm.

The City’s auditing firm cannot audit the City’s books until all the accounting reconstruction work is completed, beginning with FY 2019-20 through FY 2022-23.

The accounting work performed during a single fiscal year takes several high-level Finance Department staff working full-time to upkeep the daily and monthly recordkeeping of all receipts, disbursements, and the month-end closing process.

The Finance Department staff today do not have the capacity to take on the 3,600 estimated hours of higher-level accounting work required to timely complete the four years of overdue financial accounting, reporting, and auditing of records.

Therefore, this ROAR CIP Project #2022-08 is critical to the “going concern” of the City of Huntington Park. After this ROAR project is completed, our Finance Department will be in a solid position to keep up with the current year’s accounting and shift from a “construction/reconstruction” mode to a “maintenance” mode as accounting should be.

With an up-to-date set of books and improved accounting procedures, it will be easier to recruit qualified and talented candidates when the time comes to hire higher-level staff for the Finance Department.

### **TIMING FOR ROARS CIP PROJECT COMPLETION**

As stated earlier, this ROARS CIP Project to reconstruct the last four (4) years of accounting records and completion of independent audits, will require approximately 12 months to complete, which is an ambitious schedule. However, we as staff carry a heavy responsibility and sense of urgency to see the ROARS CIP project completed sooner.

Here is the schedule of each of the four (4) phases of the ROARS CIP Project completion, each Phase constituting one fiscal year (FY) of accounting and audit work.

Keep in mind that each of the four phases has two components: An accounting component, where the actual accounting work is done, and an Audit component, where the independent auditors perform their substantive and procedural audit work.

## **RECONSTRUCTION OF ACCOUNTING RECORDS (ROAR CIP PROJECT #2022-08)**

January 17, 2023

Page 3 of 4

1. Phase I is FY 2019-20.
  - a. Accounting Component: Start 03/15/2023. Finish 06/15/2023.
  - b. Audit Component: Start 06/15/2023. Finish 08/15/2023.
2. Phase II is FY 2020-21.
  - a. Accounting Component: Start 06/15/2023. Finish 09/15/2023.
  - b. Audit Component: Start 09/15/2023. Finish 12/15/2023.
3. Phase III is FY 2021-22.
  - a. Accounting Component: Start 09/15/2023. Finish 12/31/2023.
  - b. Audit Component: Start 01/01/2024. Finish 03/15/2024.
4. Phase IV is FY 2022-23.
  - a. Accounting Component: Start 01/01/2024. Finish 03/31/2024.
  - b. Audit Component: Start 03/15/2024. Finish 04/15/2024.

The ROAR CIP Project schedule above is ambitious, but staff will do everything possible to ensure having the final Phase IV (FY 2022-23) completed within 12 to 13 months.

It will likely be necessary to task our CPA consultants and the audit firm to “double up” during FY 2022-23 to meet the 04/15/2024 completion goal date, but this will not affect the budget for this CIP Project.

This ROAR CIP Project will add great synergy value to the City as it will allow Finance Department staff to get “caught up”, once and for all, so that a “normal” year-end closing of the books can be carried out under normal schedule for FY 2023-24 and going forward.

### **POSITIVE OUTLOOK**

There is a positive impact to the City from independently reconstructing historical accounting records for 2019 – 2023, with corollary value to the outside audits and public concern related to the 2021 data breach issue.

This ROAR CIP Project #2022-08, to be completed in the next 13 months, will put the City in a strong position to accomplish the following:

1. Implement the new Tyler Munis Accounting system, which is dependent on the completion of the ROAR CIP Project.
2. Pursue a bond credit rating that achieves investment grade or higher, to pursue financing alternatives for the Aquatic Center CIP project #2019-08.
3. Provide timely, accurate, comparable, and relevant financial reporting to the City Council, management, and other stakeholders of the City.
4. Avoid the loss millions of dollars of CIP funding from regional agencies that require timely annual independent audits from all City governments.
5. Allow the City to be in a better position to recruit Finance Department staff because job seekers will see that all budget and financial reports are timely posted on the City's website.

## **RECONSTRUCTION OF ACCOUNTING RECORDS (ROAR CIP PROJECT #2022-08)**

January 17, 2023

Page 4 of 4

### **FISCAL IMPACT/FINANCING**

This ROAR (Reconstruction of Accounting Records) CIP Project #2022-08 is estimated to cost the City \$450,000 (+/- 20%). The budget estimate is based on 3,600 hours of consultant work multiplied by \$125 per hour.

The funding source for this CIP project budget is proposed under ARPA as it is an eligible expenditure due to the majority of issues occurring during the COVID pandemic. This is consistent with the \$1.7 million investment (also using ARPA funds) for the Tyler Munis technology solution which will be implemented immediately upon completion of the ROAR CIP Project.

As Council has approved in the past, CIP projects are usually a multi-year project. Thus, this ROAR CIP Project budget would be automatically rolled over from FY 2023 into FY 2024 on July 1, 2023.

### **CONCLUSION**

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

Respectfully submitted,

RICARDO REYES  
City Manager

JOHN HERRERA, CPA

### **ATTACHMENT(S)**

A. Approve Resolution authorizing ARPA funding "not to exceed" \$450,000 for "ROAR" (Reconstruction of Accounting Records) CIP Project #2022-08.

## ATTACHMENT "A"

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2 **SECTION 3.** Due to the fiscal emergency and to forestall a shut down of  
3 essential public services and pursuant to Huntington Park Municipal Code Section 2-  
4 5.13 "Emergency Services", the City Council finds and authorizes the sole source  
5 contract entered into with the CPA firm(s) be approved for the ROAR CIP Project at a  
6 budget of "not to exceed" \$450,000.00 (in total) for all four Phases of this "turn-key"  
7 accounting reconstruction work to be performed.

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9 **SECTION 4.** The City Clerk shall certify to the adoption of this Resolution.

10 **PASSED, APPROVED AND ADOPTED this 17<sup>th</sup> day of January 2023.**

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Eduardo Martinez,  
Mayor

**ATTEST:**

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Eduardo Sarmiento,  
City Clerk

**ITEM NO. 12**



# CITY OF HUNTINGTON PARK

City Clerk's Office  
City Council Agenda Report

January 17, 2023

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:

**WAIVE FURTHER READING AND ADOPT RESOLUTION RECITING THE FACTS OF  
THE CONSOLIDATED MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Adopt the Resolution reciting the facts of the Consolidated Municipal Election Held on November 8, 2022, Declaring the Results thereof as Provided by Law.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Edu Sarmiento", is written over a light gray rectangular background.

EDUARDO SARMIENTO  
City Clerk

**ATTACHMENT(S)**

- A. Los Angeles County Registrar Recorder County Clerk Official Election Canvass for the City of Huntington Park
- B. Resolution Certifying the results of the November 8, 2022 election

## ATTACHMENT "A"

*Los Angeles County*  
*Registrar-Recorder/County Clerk*

**Certificate of the Canvass of the Election Returns**

*I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for*

*Huntington Park City*

*at the General Election, held on the 8th day of November, 2022.*

*I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.*

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 5th day of December, 2022.*



*Dean C. Logan*  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
County of Los Angeles



**FINAL OFFICIAL  
STATEMENT OF VOTES CAST  
BY PRECINCT**

HUNTINGTON PARK CITY SPEC  
MEASURE PP[illegible]

## **ATTACHMENT "B"**



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**WHEREAS**, a Consolidated General Municipal was held and conducted in the City of Huntington Park, California, on Tuesday, November 8, 2022, as required by law; and

**WHEREAS**, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

**SECTION 1.** That the whole number of ballots cast including provisional ballots in the precincts except vote by mail voter ballots and provisional ballots was 1247. That the whole number of vote by mail voter ballots cast in the City was 4189, making a total of 5436 ballots cast in the City.

**SECTION 2.** That Ballot Measure PP was voted for at the election held November 8, 2022 to established a Parking Permit Program in the City of Huntington Park.

**SECTION 3.** That the number of votes given at each precinct and the number of votes given in the City to the above named ballot measure listed in Exhibit "A" attached.

**NOES: 2665**

- 1 -

1 result of the election, showing: (1) The whole number of votes cast in the City; (2)  
2 The description of the ballot measure voted for; (3) The number of votes given at  
3 each precinct; (4) The total number of votes cast by the residents of the City of  
Huntington Park.

4 **SECTION 6.** That the City Clerk shall certify to the passage and adoption of  
5 this resolution, enter it into the book of original resolutions and it shall become  
effective immediately upon its approval.

6 **PASSED, APPROVED AND ADOPTED** this 17<sup>th</sup> day of January 2023.

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10 Eduardo Martinez,  
Mayor

11 **ATTEST:**

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15 Eduardo Sarmiento,  
City Clerk  
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**ITEM NO. 13**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

January 17, 2023

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 TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S  
ESTIMATE FOR CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014) AND  
AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Adopt the 100% completed plans, specifications and engineer's estimate for CIP 2018-11 ATP Cycle VI Project No. ATPL-5150(014); and
3. Authorize staff to proceed with bid advertisement for construction.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

At the February 15, 2022 City Council meeting, the City Council awarded the contract for the design of plans, specifications and engineer's estimate (PS&E) of CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014) (Project). The purpose of the Active Transportation Program is to encourage increased use of active modes of transportation by achieving the following goals:

- Increase the proportion of trips accomplished by biking and walking
- Increase safety and mobility for non-motorized users
- Advance the active transportation efforts of regional agencies to achieve Greenhouse Gas (GHG) reduction goals, pursuant to SB 375 (of 2008) and SB 341 (of 2009)
- Enhance public health
- Ensure that disadvantaged communities fully share in the benefits of the program

# **CONSIDERATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014) AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT**

January 17, 2023

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- Provide a broad spectrum of projects to benefit many types of active transportation users

The project creates a system of complete street boulevards along Gage Avenue, Saturn Avenue, Florence Avenue and Miles Avenue. The pedestrian focus area is on Pacific Boulevard, Santa Fe Avenue and Florence Avenue. Enhancements include Class III bicycle routes, sharrows, signage, bike boxes, curb bulbouts, American with Disabilities (ADA) pedestrian ramp improvements, wayfinding signs and continental crosswalks.

Construction documents are completed in accordance with applicable engineering standard specifications, Caltrans design manual and are consistent with the City's procurement and purchasing manual. Due to the size of the contract plans and specifications, an electronic copy will be left in the City Clerk's Office so that the general public may review.

With City Council's approval, staff will advertise the project for bids in a local newspaper of general circulation, submit the Notice Inviting Bid (NIB) to plan rooms, and upload the bid documents on the City's website, available free of charge to prospective bidders.

The following tentative schedule has been identified for the bid process:

NIB issued and posted:	January 20, 2023
Bid submittal due date:	February 22, 2023
Tentative City Council Award date:	March 7, 2023

## **LEGAL REQUIREMENT**

The City Council is required to approve and adopt plans, specifications and working details, and authorize the bid request for all public projects. The bid advertisement is consistent with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. This action is also consistent with Huntington Park Municipal Code Title 2 Administration Chapter 5 Purchasing System 2-5.12 Formal bid procedures.

## **ENVIRONMENTAL IMPACT**

Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regards to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

**CONSIDERATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S  
ESTIMATE FOR CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014) AND  
AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT**

January 17, 2023

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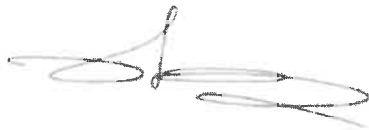
**FISCAL IMPACT/FINANCING**

At its regularly scheduled meeting of October 13, 2022, the California Transportation Commission (CTC) allocated funding in the amount of \$3,771,000 towards the construction phase of the project. In addition, Federal Transportation Earmark funds in the amount of \$588,929 were secured for this project. The estimated construction cost of \$4,359,929 includes construction contingency and an allocation for construction management and inspection services. Any overages beyond the available funds will require a City match. City staff formally submits quarterly reimbursement request forms to Caltrans and Metro. Approval of this action will allow staff to proceed with the bidding of this capital project. As soon as staff evaluates all bids, a recommendation will be made at a future city council meeting and include a well-defined structured budget.

**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)**

1. Plans
2. Specifications
3. CEQA

## ATTACHMENT 1 - PLANS

Due to the size of the plans, copies of the plans are available upon request at the City Clerk's Office

## ATTACHMENT 2 - PLANS

Due to the size of the contract specifications, copies of the contract specifications are available upon request at the City Clerk's Office





## **NOTICE OF EXEMPTION**

**To:** ☒ County Clerk, County of Los Angeles  
12400 East Imperial Highway, Room 2001  
Norwalk, CA 90650

☐ Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, California 95814

**From:** City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

**Project Title/File No.:** CIP 2022-01 SB1 Slurry Seal Project

**Project Applicant:** City of Huntington Park

**Project Location:** Project is located in the public right of way and involves the following streets: Gage Avenue, Saturn Avenue, Florence Avenue and Miles Avenue. The pedestrian focus area is on Pacific Boulevard, Santa Fe Avenue and Florence Avenue.

**Project Description:** Project creates a system of complete street boulevards. Enhancements include Class III bicycle routes, sharrows, signage, bike boxes, curb bulbouts, American with Disabilities (ADA) pedestrian ramp improvements, wayfinding signs and continental crosswalks.

**Name of approving public agency:** City of Huntington Park

**Project Sponsor:** City of Huntington Park Public Works Department

**Exempt Status:**

☐ Ministerial (Sec. 21080 (b)(1); 15268);

☐ Declared Emergency (Sec. 21080 (b)(3); 15269(a));

☐ Emergency Project (Sec 21080 (b)(4); 15263 (b)(c));

☒ Categorical Exemption. State type and section number: 15301 Class 1, Existing Facilities

☐ Statutory Exemptions. State code number: \_\_\_\_\_

☐ other: \_\_\_\_\_

**Reason(s) why Project is exempt:** The project is categorically exempt under Class 1 Existing Facilities Section 15301 of the California Environmental Quality Act due to the fact that the proposed improvements will be performed on existing City streets. Project will not pose any negative impacts to the surrounding area or the environment.

**Lead Agency/Contact Person:** Steve Forster **Telephone Number:** (323) 584-6392

**Signature:** \_\_\_\_\_ **Date:** 1/17/2023 **Title:** Community Development Director

**Date received for filing and posting:** \_\_\_\_\_

**ITEM NO. 14**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

January 17, 2023

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 SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. 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 2018-11 Active Transportation Program (ATP) Cycle IV Project No. ATPL-5150(014).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The proposed project will create a system of complete streets boulevards on east/west connector streets, along with one north/south boulevard. The complete streets boulevards will include Class III bicycle routes, sharrows, signage, bike boxes, and curb bulbouts. These will be complemented with pedestrian safety and mobility enhancements, including pedestrian ramp improvements, wayfinding signs, and continental crosswalks. The boulevards are located along the length of Gage Avenue, Saturn Avenue, Florence Avenue and Miles Avenue. The pedestrian focus area is on Pacific Boulevard, Santa Fe Avenue and Florence Avenue.

The bid opening is scheduled for February 15, 2023. The project requires construction management and inspection services (CM/CI) to provide project oversight. CM/CI services are the overall planning, coordination, and control of a project from beginning to

**CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)**

January 17, 2023

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completion. A formal RFP (Attachment 1) will be published to solicit proposals from qualified firms to provide CM/CI services for the project.

The following is a tentative schedule:

RFP ISSUED	January 20, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	February 3, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	February 9, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	February 23, 2023
TENTATIVE CITY COUNCIL AWARD DATE	March 7, 2023
APPROXIMATE NOTICE TO PROCEED DATE	March 20, 2023

**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.

The City Clerk's Office shall publish the RFP (Attachment 1) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from qualified firms to manage the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

**FISCAL IMPACT/FINANCING**

At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform CM/CI services. Once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

**CONCLUSION**

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT  
AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2018-11  
ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)**

January 17, 2023

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**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT(S)**

1. RFP CIP No. 2018-11 ATP Cycle IV – Construction Management Services

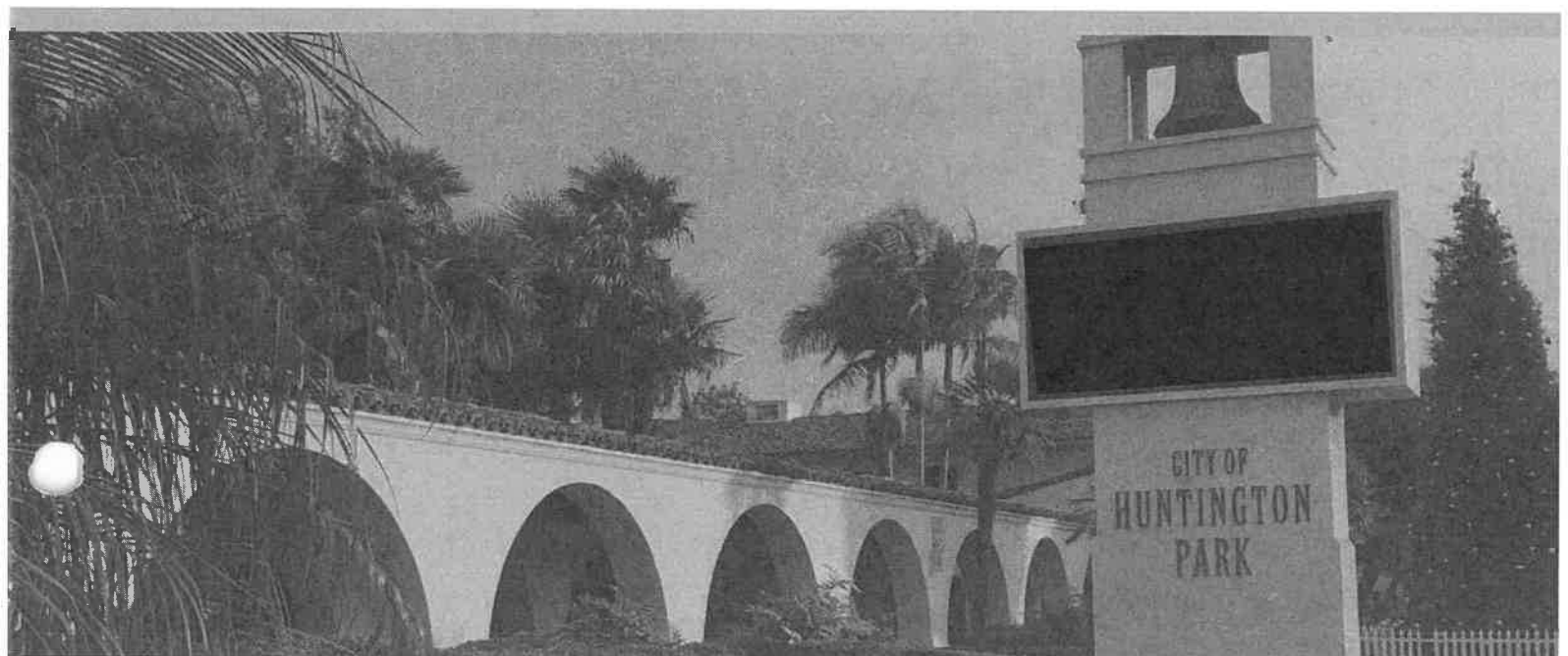
## ATTACHMENT "A"



**CITY OF HUNTINGTON PARK**  
**REQUEST FOR PROPOSAL FOR**  
**Construction Management & Inspection Services**  
**CIP 2018-11 Active Transportation Program Cycle IV Project No. ATPL-5150(014)**  
**PROPOSAL DUE DATE: FEBRUARY 23, 2023, 2:00 P.M.**

6550 Miles Ave  
Huntington Park, CA 90255

Contact: Cesar Roldan  
323.584.6253  
crolan@hpca.gov



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**1. INTRODUCTION**

The City of HUNTINGTON PARK (City) is seeking proposals from qualified consulting professionals experienced in construction management and inspection services specifically related to the administration, monitoring and enforcement of Caltrans local assistance funded capital improvement projects. Focus is on non-motorized modes of transportation as part of **CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014)**. The purpose of ATP is to encourage increased use of active modes of transportation by achieving the following goals:

- Increase the proportion of trips accomplished by biking and walking
- Increase safety and mobility for non-motorized users
- Advance the active transportation efforts of regional agencies to achieve Greenhouse Gas (GHG) reduction goals, pursuant to SB 375 (of 2008) and SB 341 (of 2009)
- Enhance public health
- Ensure that disadvantaged communities fully share in the benefits of the program
- Provide a broad spectrum of projects to benefit many types of active transportation users

**2. OVERVIEW**

This project will create a system of complete streets boulevards on east/west connector streets, along with one north/south boulevard. The complete streets boulevards will include Class III bicycle routes, sharrows, signage, bike boxes, and curb bulbouts. These will be complemented with pedestrian safety and mobility enhancements, including pedestrian ramp improvements, wayfinding signs, and continental crosswalks. The boulevards are located along the length of Gage Avenue, Saturn Avenue, Florence Avenue and Miles Avenue. The pedestrian focus area is on Pacific Boulevard, Santa Fe Avenue and Florence Avenue.

**Project plans and specifications may be downloaded from <http://www.hpca.gov/bids.aspx>**

**3. SCOPE OF SERVICES**

The City is seeking a qualified consultant to provide construction management and inspection services. The consultant applying should have significant experience in providing this type of service.

- The City reserves the right to delete specific task(s).
  - A. Task 1 – Contract and Labor Compliances Services
    - Consultant will furnish all materials, equipment, labor, and services to provide construction management and inspection services related to CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014). The primary responsibility for general supervision of construction must remain with the CM/CI hired by the City. CM/CI must also ensure that the work is performed in accordance with the approved plans and specifications,

by employing or retaining as a consultant a registered engineer for construction engineering services on the project. Activities include preparation, review, and recommendation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. Process, track, and review all submittals. Ensure that the contractor is submitting weekly payroll records through the State Department of Industrial Relations (DIR). Oversee compliance with State prevailing wage and labor compliance requirements. Oversee the specific labor standards parameters applicable to the construction project. Participate in the pre-construction meetings, weekly or bi-weekly meetings, reporting, and other project obligations. Prepare and distribute construction agendas and meeting minutes. Create and maintain Labor Standards Enforcement Files that includes pictures. Conduct employee interviews and reconcile with weekly reports. Prepare weekly statement of working day reports as well as inspector's daily reports. Review and make recommendation for contractor progress payments. Arrange for a final walk-through inspection, prepare a punch list for project closeout, and make recommendation for substantial completion. Notify the prime contractor in writing of any discrepancies or suspected violations and define the corrective actions to be taken including restitution payments. Review the final project file and participate in the final review meeting with City staff.

- Caltrans Local Assistance Procedures Manual Chapter 10 will be utilized as the selection criteria: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

#### **4. KEY PERSONNEL**

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

**5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT**

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

**6. INSURANCE REQUIREMENTS**

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

**7. EVALUATION CRITERIA**

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (90%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

**\* Use of the City of Huntington Park City Seal is prohibited.**

**8. SELECTION PROCESS**

A selection committee comprised of the City staff and/or consultants may review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price may occur subsequent to consultant selection.

**9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL**

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

**Cover Letter:** Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone

number of the person authorized to represent the consultant and shall include the following Statement:

**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.**

**Consultant's Background:** Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

**Qualifications and Experience of Consultant's Personnel:** Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

**Proposed Personnel:** Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

**References:** Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

**Fee Schedule/Cost Proposal:** Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked

to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Task 1, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

#### 10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014) – CM/CI Services**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

#### 11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: [croldan@hpca.gov](mailto:croldan@hpca.gov)

Questions regarding this proposal shall be submitted via email by **5:00 PM, FEBRUARY 3, 2023**.

In response to all questions received by this date, City may issue an Addendum and/or send out an email to all of the individuals that downloaded the RFP no later than **FEBRUARY 9, 2023**. The addendum and/or responses will be emailed to all RFP recipients on record.

#### 12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, FEBRUARY 23, 2023**, to:

City of Huntington Park – City Clerk's Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

**13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION**

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

**ATTACHMENTS:**

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

**ATTACHMENT 1 – IMPORTANT DATES**

RFP ISSUED	January 20, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	February 3, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	February 9, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	February 23, 2023
TENTATIVE CITY COUNCIL AWARD DATE	March 7, 2023
APPROXIMATE NOTICE TO PROCEED DATE	March 20, 2023

**ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT**



**PROFESSIONAL SERVICES AGREEMENT**  
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

**RECITALS**

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

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE CONSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise 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 [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the 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:** The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension 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, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year / (\$[AMOUNT]) per month (hereinafter, the "Base Fee"). 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 [WHO CONSULTANT DESIGNATES] 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 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

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 shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. 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) calendar 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. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

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 BUSINESS LICENSE:** Consultant shall obtain a City business license prior to commencing performance under this Agreement.

**2.9 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 shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. 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.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 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.
- II. 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 best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

- 2.10 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 or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.
- 2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.
- 2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.
- 2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.
- 2.14 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;
- b) 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.

#### INDEPENDENT CONTRACTOR

- 3.1 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, CONSULTANT, and SUBCONSULTANT. 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. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.



IV.  
INSURANCE

- 4.1 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). 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.
- 4.2 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.
- 4.3 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).
- 4.4 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.

**4.5 PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT 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.

**4.6 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.

**4.7 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.

## V. INDEMNIFICATION

**5.1** 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 5.2 and 5.3. 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. 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.

**5.2 Work of CONSULTANT's Design Professionals Services:** Except for direct claims by the Parties against each other, the duty to indemnify, defend 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 immediately defend and 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) of every nature arising out of 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 involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole 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 reduced in proportion to the established comparative liability.

**5.3 Work of All Other Persons/Non-Design Professionals:** Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnities from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or 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, CONSULTANT, 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 Indemnities. 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.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. 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.
- 5.5 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.
- 5.6 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 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 CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 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.
- 5.8 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.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

## VI. TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause 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 7.1 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 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

### 6.2 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 6.2.B and 6.2C 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
- ii. 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 6.2B.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.

6.3 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.

6.4 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.

## VII. MISCELLANEOUS PROVISIONS

7.1 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 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 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.

7.2 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.

7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

7.4 **WARRANTIES:** Each of the Parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

7.5 **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.

7.6 **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:**  
[NAME AND ADDRESS]

**CITY:**  
City of Huntington Park  
[DEPARTMENT]  
6550 Mile Avenue  
Huntington Park, CA 90255  
Attn: [REP FOR CITY, TITLE]  
Phone: (626) XXXXX  
Fax: (626) XXXXX

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.

7.7 **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.

**7.8 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.

**7.9 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.

**7.10 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.

**7.11 TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

**7.12 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.

**7.13 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.

**7.14 SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

**7.15 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.

- 7.16 **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.
- 7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 **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.
- 7.20 **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.
- 7.21 **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.
- 7.22 **MISCELLANEOUS:**
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
  - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
  - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

7.23 **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.

7.24 **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 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.

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

7.26 **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:**

**[NAME OF CONSULTANT]**

**By:** \_\_\_\_\_

[REP FOR CITY]

[TITLE]

**By:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_

City Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**  
(SEE ATTACHED)

**ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS**

---

Office of the City Clerk**INSURANCE REQUIREMENTS**

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*

- **\$1,000,000** per occurrence and **\$2,000,000** general aggregate;
- **\$2,000,000** per occurrence and **\$4,000,000** general aggregate; or
- Other: \_\_\_\_\_

for bodily injury, personal injury and property damage, including operations, products and completed operations

- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than **\$1,000,000** per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – 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. (Note – required only if vendor has employees)

*\*Special Events serving/selling alcohol must also include **Liquor Liability** (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation 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 the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

**Certificate Holder:**

- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

**Acceptability of Insurers:**

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM  
CERTIFICATE OF LIABILITY.**



SUBJECT TO CHANGE ACCORDING TO EVENT

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE**

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:** Agent or Broker Name & Address

**INSURED:** Insured Name & Address

**COVERAGES:** **CERTIFICATE NUMBER:** **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.

WORK TYPE	TYPE OF INSURANCE	INSURANCE CODE	POLICY NUMBER	POLICY EFFECT DATE	POLICY EXPIRATION DATE	LIMITS
COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Policy Number	Current Policy Period		EACH OCCURRENCE: \$ DAMAGE TO RENTED PREMISES: \$ MED EXP (any late payment): \$ PERSONAL & ADVERTISING: \$ GENERAL AGGREGATE: \$ PRODUCTS - COMPLETED OPERATIONS: \$
	DECL AGGREGATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> PER POLICY <input type="checkbox"/> PER AGENT <input type="checkbox"/> LOC OTHER: _____					
AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> PERIOD <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTO-ONLY		Policy Number	Current Policy Period		DAMAGE TO RENTED VEHICLE: \$ BODILY INJURY (per person): \$ BODILY INJURY (per accident): \$ PROPERTY DAMAGE (per accident): \$
	UNBELLIED LIABILITY: <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> PRODUCTS <input type="checkbox"/> COMPLETED OPERATIONS					
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N		Policy Number	Current Policy Period		EACH ACCIDENT: \$ DISEASE - EMPLOYEES: \$ DISEASE - POLICY LIMIT: \$

**General Liab. Each Occurrence: \$2,000,000**  
**Damage to Rented Premises: \$1,000,000**  
**Med Exp: \$5,000**  
**Personal & Adv Injury: \$1,000,000**  
**General Aggregate: \$4,000,000**  
**Products: \$1,000,000**

**Combined Single Limit: \$1,000,000**

**Each Accident: \$1,000,000**

**DESCRIPTION OF OPERATIONS / LOCATIONS:** VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

**CERTIFICATE HOLDER:** City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

**CANCELLATION:** 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:** **SIGNATURE**

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****State Or Governmental Agency Or Subdivision Or Political Subdivision:**

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ITEM NO. 15**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

January 17, 2023

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 CHANGE ORDER NO. 1 AS PART OF CIP 2020-03 COTTAGE RESERVOIR AT WELL 15**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Approve Utility Service Co., Inc.'s Change Order No. 1 in the amount of \$37,289 payable from Account No. 681-8030-461.41-00; and
2. Authorize the City Manager to sign the change order and Finance to process the invoice.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On May 4, 2021, the City Council awarded the rehabilitation of the Cottage Reservoir water tank at Well No. 15 to Utility Service Co., Inc. (Contractor). Project is located north of Saturn Avenue, west of Alameda Street and east of Albany Street. During the surface preparation of the reservoir tank, the contractor discovered additional deficiencies towards the top of the structure that could not have been anticipated when putting the proposal together to refurbish the reservoir tank. The contractor found approximately 60 divots and lacerations caused by advanced corrosion that required pitting repairs to complete the rehabilitation process. Pitting is a common denominator of all types of localized corrosion.

Rehabilitation of the Cottage Reservoir Well 15 remediates the existing water quality concerns and achieves sustainable drinking water in the southwestern segment of the City. Bringing back the well into production will add another critical infrastructure component that minimizes the City's dependency on purchasing imported water from Central Basin and the Metropolitan Water District.

**CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 1 AS PART OF CIP  
2020-03 COTTAGE RESERVOIR AT WELL 15**

January 17, 2023

Page 2 of 2

These infrastructure improvements are necessary to meet the City's anticipated water needs and continue to allow the City to ensure that its residents have access to clean potable water.

**FISCAL IMPACT/FINANCING**

Staff recommends the additional expenditure of \$37,289 payable from Account No. 681-8030-461.41-00.

**CONCLUSION**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

**RICARDO REYES**  
City Manager

A handwritten signature in black ink, appearing to read 'Cesar Roldan', with a stylized flourish at the end.

**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT(S)**

1. Utility Service Co., Inc. Change Order No. 1

## ATTACHMENT "A"



Change Order No. 1  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
veolianorthamerica.com

Date: 12/12/22

Submitted by: **Keith Jones**

Local Phone: (702) 461-4966

SFID: **75144**

MP / CS Asset: ☒

Entity Proposal Submitted To ("Customer"): <b>City of Huntington Park, CA</b>			Phone Number: <b>323-584-6320</b>		Fax Number:
Street Address: <b>6550 Miles Ave</b>			Description of Work to be Performed: <b>Pit and Hole Repair</b>		
City: <b>Huntington Park</b>	State: <b>CA</b>	Zip Code: <b>90255</b>	Asset Name: <b>Cottage Reservoir 15 GST</b>		
Accounts Payable Contact Name: <b>Cesar Roldan</b>		Email: <b>CRoldan@hpca.gov</b>	Job Site Address: <b>2115 Saturn Ave.</b>		
Job Contact (Inspection Reports): <b>Cesar Roldan</b>	Email: <b>CRoldan@hpca.gov</b>		County / Parish: <b>LA</b>	Asset Size: <b>1,500,000</b>	Asset Style: <b>GST</b>

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

**Thirty Seven Thousand Two Hundred Eighty Nine and -----00 /100 Dollars \$ 37,289.00**

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

**Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362**

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically  
**Ninety (90)** days following the date of this Proposal.

Authorized  
USCI Signature \_\_\_\_\_

**Acceptance of Proposal** The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☐ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Printed Name \_\_\_\_\_

**FOR INTERNAL USE ONLY**

SFID:

CN:

SO:

MP / CS PN:



Proposal from

**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

Toll-free: 855-526-4413 | Fax: 478-987-2991

veolianoorthamerica.com

**Exhibit A – Scope of Work**

**Miscellaneous Repairs**

- 1. Provide applicable surface preparation as needed to repair pitting and repairs.**
- 2. Remove existing steel substrate with existing holes caused by advanced corrosion. Approximate estimate of 60 locations located in upper rings of water storage tank sidewall.**
- 3. Prepare locations in accordance with all applicable regulation and processes.**
- 4. Replace removed steel with new steel and seal weld in accordance with all applicable regulations and processes. Approximate estimate of 60 locations located in upper rings of water storage tank sidewall.**



Proposal from

**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

Toll-free: 855-526-4413 | Fax: 478-987-2991

[veolianorthamerica.com](http://veolianorthamerica.com)

**Exhibit A – Scope of Work Continued**

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Proposal from  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
veolianorthamerica.com

## Exhibit B – Terms and Conditions

### A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

### B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

### C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

### D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

### E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

### F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

### G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

### H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

### I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

### J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
veolianorthamerica.com

## **Exhibit B – Terms and Conditions (Continued)**

### **K. SATISFACTION OF WARRANTY CLAIM**

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

### **L. INDEMNIFICATION**

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment was installed, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

### **M. FORCE MAJEURE**

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

### **N. LIMITATION OF LIABILITY**

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

### **O. GOVERNING LAW AND DISPUTE RESOLUTION**

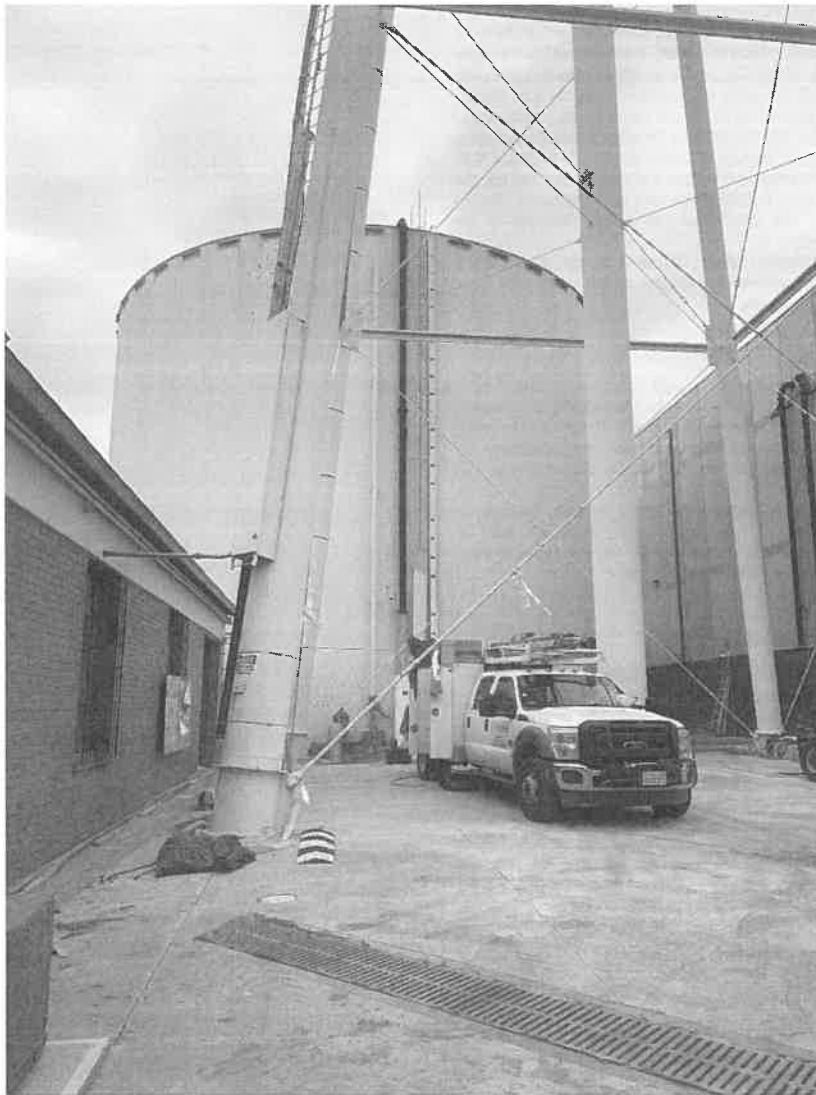
This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.



# **City Huntington Park, CA**

## **Cottage Well Reservoir**

### **2022 WORK TO DATE RENOVATION REPORT**



## 1,500,000 Gal GST – Cottage Well Reservoir

### **2022 Work to Date**

The Cottage Well Reservoir is currently under renovation. The renovation started in June 2022 and is anticipated to continue through January of 2023. The following works has been performed to date (12/09/22):

#### **Door Sheet:**

A door sheet was created in the tank shell to allow ease of access for work to be performed on the tank.

Contractor: Utility Service Co Inc.

#### **Roof Demolition:**

Due to sever deficiencies in the roof structure, the existing roof was removed to allow for a new aluminum dome roof to be installed. The contractor removed the roof and 16" at the top of the shell to include removal of the air vents which were specified in the RFP to be welded closed.

Contractor: American Integrated Services, Inc.

#### **Removal of tank components:**

These components were removed to allow for the new roof installation. New components will be installed after the roof installation.

- Weir box removal
- Interior ladder removal

Contractor: Utility Service Co Inc.

**Rim Angle:**

Rim angle was installed at the top edge of the tank shell. This angle iron is required for the placement of the new dome roof.

Contractor: Utility Service Co Inc.

**Containment:**

A containment system was supplied to prevent the migration of any hazardous blast media, dust and coating residue onto or from the property of the Owner. The containment system provides the highest level of emission control required by governmental regulation and include the cover panels, screens, tarps, scaffolds, support and shrouds used to enclose an entire work area. Refer to SSPCGuide 6 (CON) Guide for Containing Debris Generated During Paint Removal Operations. Containment and collection is in accordance with applicable federal, state and local requirements.

Contractor: Vertical Access

**Coal Tar Removal:**

Interior had original coal tar protective enamel from the floor to the roof. It was removed before surface preparation for coating could be performed.

Contractor: Simpson Sandblasting

**Shell Hole Repairs:**

Holes in the shell were discovered during surface preparation of the tank. Coupons of steel were removed with the holes and these were covered by welding steel plates to the exterior of the tank. The steel plates were welded on the exterior and seal welded on the interior of the tank. There were a total of 60 steel plates welded on the tank to close off these holes and make the tank water tight.

Contractor: Utility Service Co Inc.

**Exterior Coating:**

The exterior coating was completed on the tank. Touchups will be performed at completion of the project to account for any modifications such as new manway, new ladders and welding of the door sheet.

Exterior Coating - The exterior surfaces were commercial blast cleaned as specified in Steel Structures Painting Council Surface Preparation Specification No. 6 (SSPC-SP6) to a minimum profile depth of 1.5 mils angular profile, and all mill scale was removed. The exterior surface was cleaned thoroughly, having the surface free of all dust, moisture and any impurities. A prime coat of Sherwin-Williams Macropoxy 646-100 was applied at 4.0-6.0 mils DFT. A finish coat of Sherwin-Williams Sher-Loxane 800 was applied at 4.0 – 6.0 mils DFT with a total system DFT between 8.0 – 12.0 mils. Color of finish coat is Sherwin-Williams SW4062 Spillway.

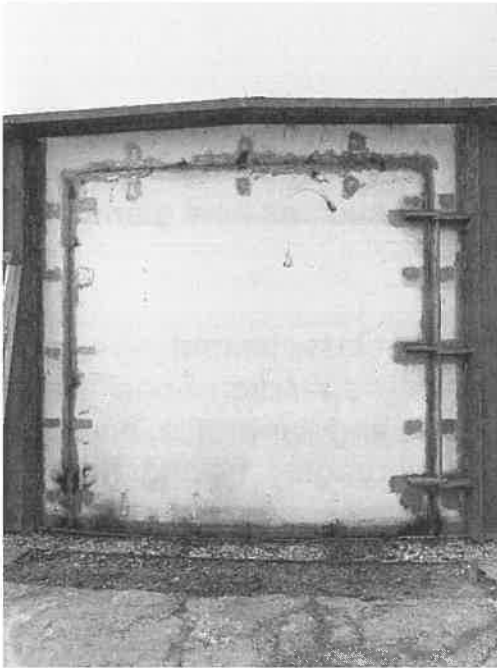
Contractor: Simpson Sandblasting  
Inspector: Dan Burgess (USCI)

**Interior Coating:**

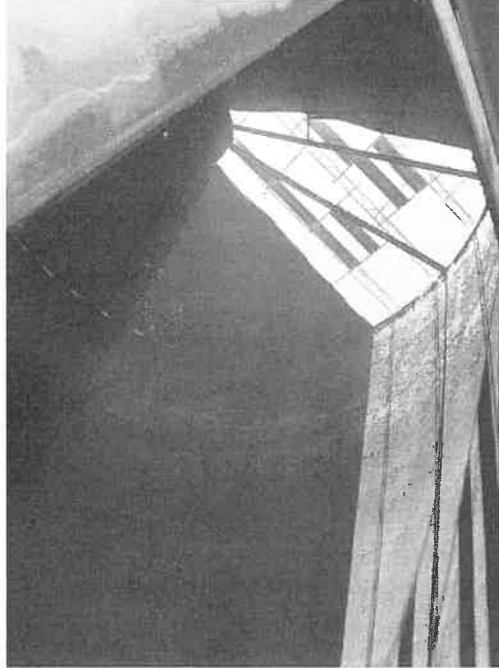
The interior shell coating was completed. The floor and touchups will be completed after the roof installation.

Interior Coating: The interior tank shell received an SSPC-SP10 'Near-White Finish' blast. All dust was removed by brushing, blowing off with clean air, or industrial vacuum cleaning. Prepared surface complied with degree of cleaning specified in SSPC- SP10 IMMEDIATELY prior to coating. Due to severe pitting on the top 4 shell rings, 2 coats of Sherwin-Williams Sher Plate 600 was applied to all areas with a roller or brush. Total coating system for the top 4 rings has a minimum DFT of 16.0 mils. The lower rings and the floor will receive a stripe coat of Sherwin-Williams Sher Plate 600 at 3.0-5.0 mils dft. A finish coat of Sherwin-Williams Sher Plate PW will be applied to the 2 lower rings at a thickness of 16.0-25.0 mils DFT. Total coating system for the lower rings will have a minimum DFT of 16.0 mils.

Contractor: Simpson Sandblasting  
Inspector: Dan Burgess (USCI)



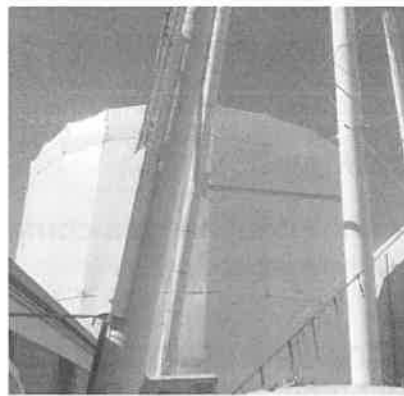
Door Sheet



Roof Demolition



Scaffolding



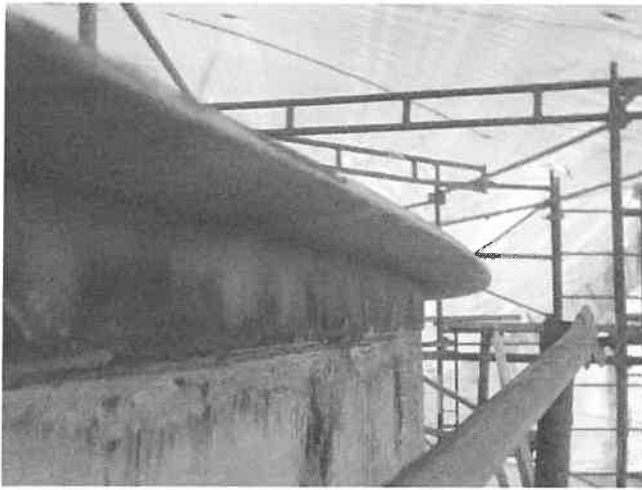
Containment



Coal Tar Removal



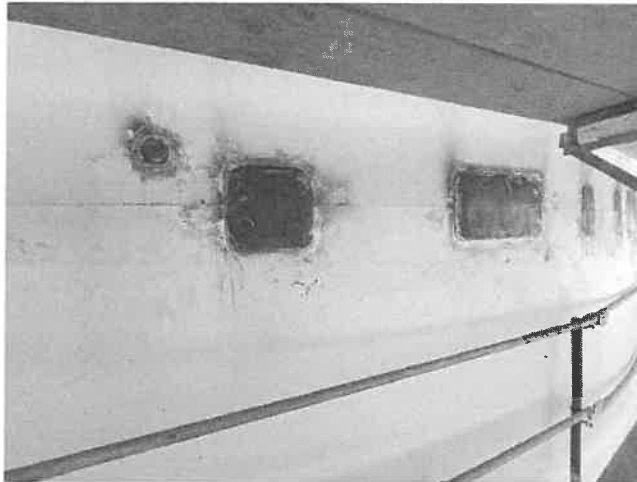
Coal Tar Removal



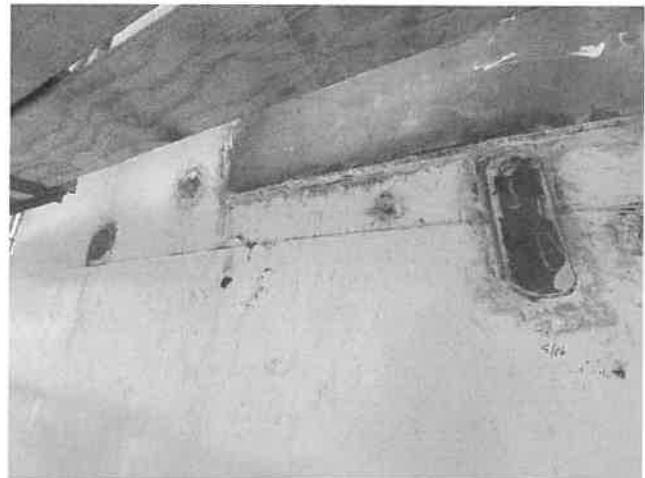
Rim Angle



Rim Angle



Shell Hole Repairs



Shell Hole Repairs

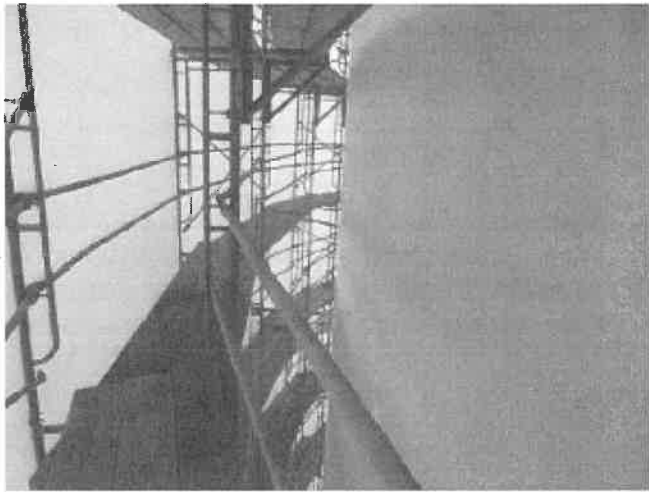


Exterior Coating

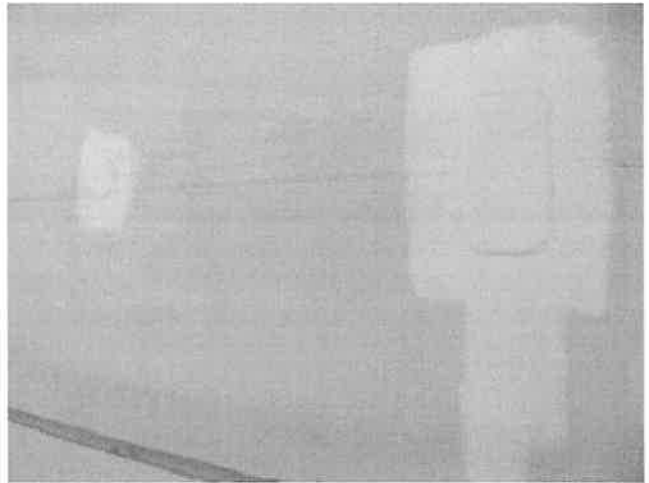


Exterior Coating





Exterior Coating



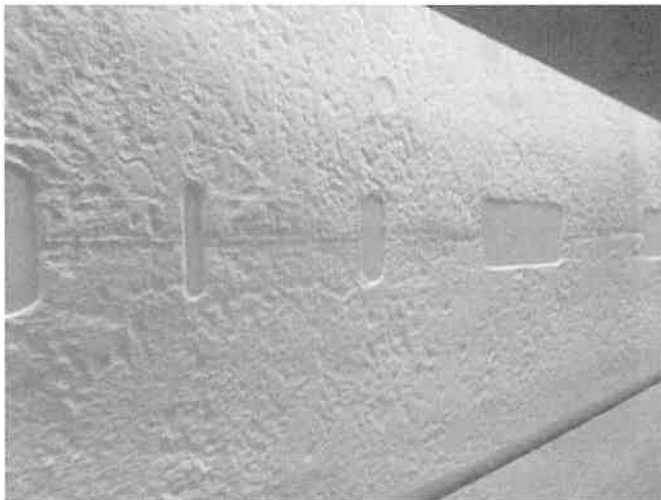
Exterior Coating/Hole Repairs



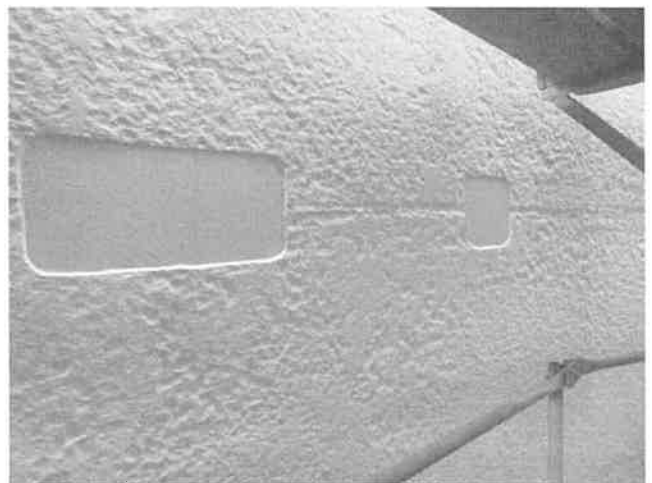
Interior Coating



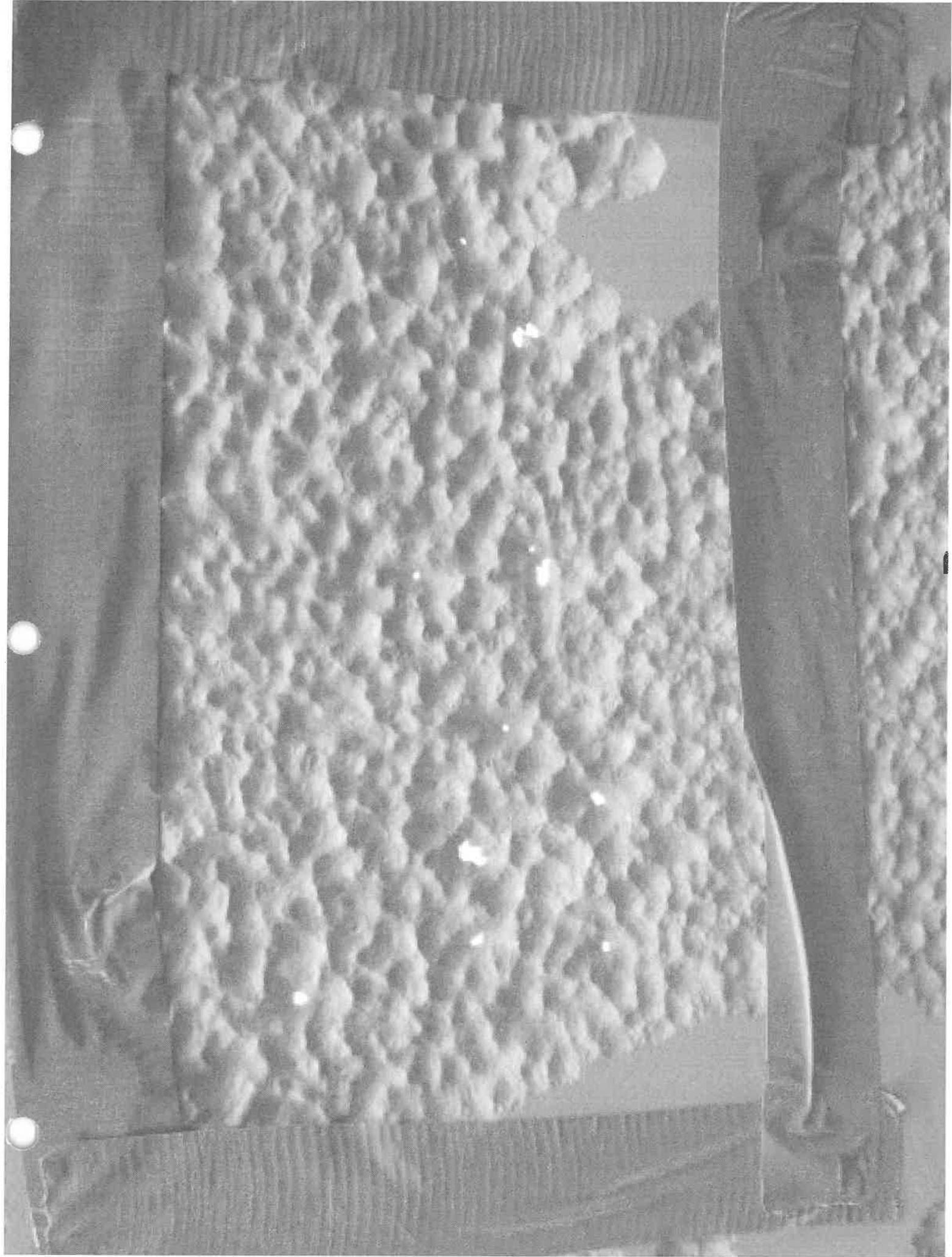
Interior Coating

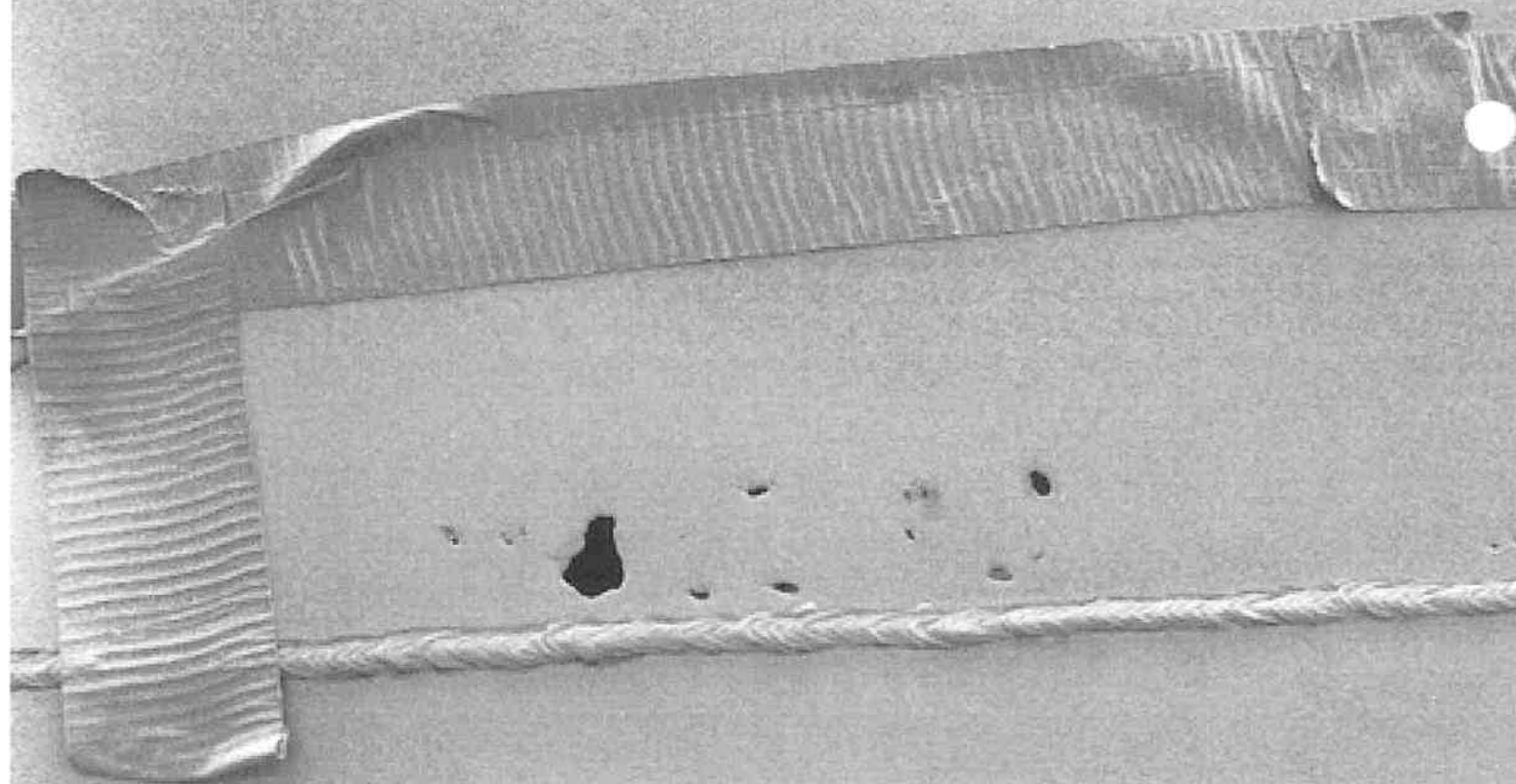


Interior Coating/Shell Hole Repairs

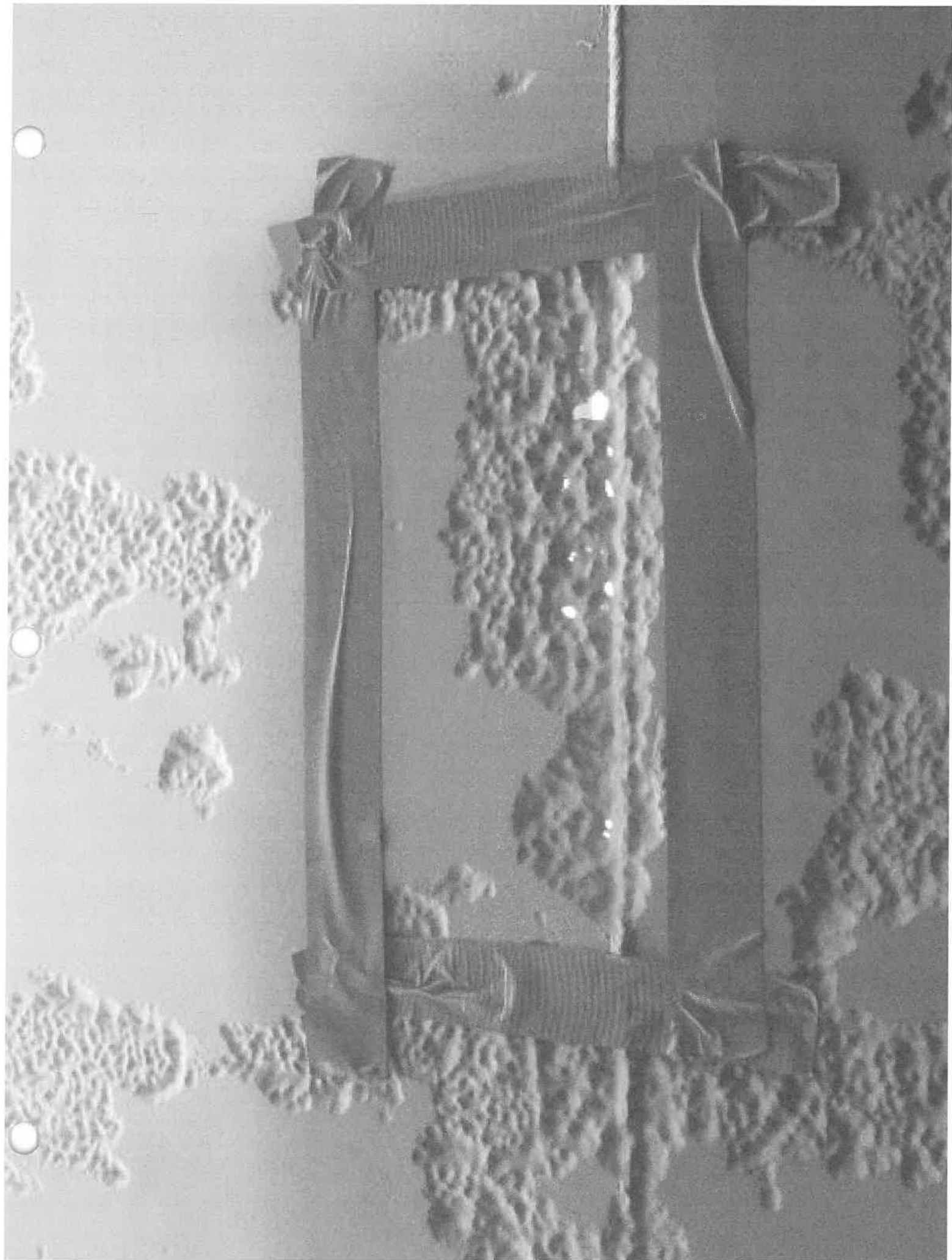


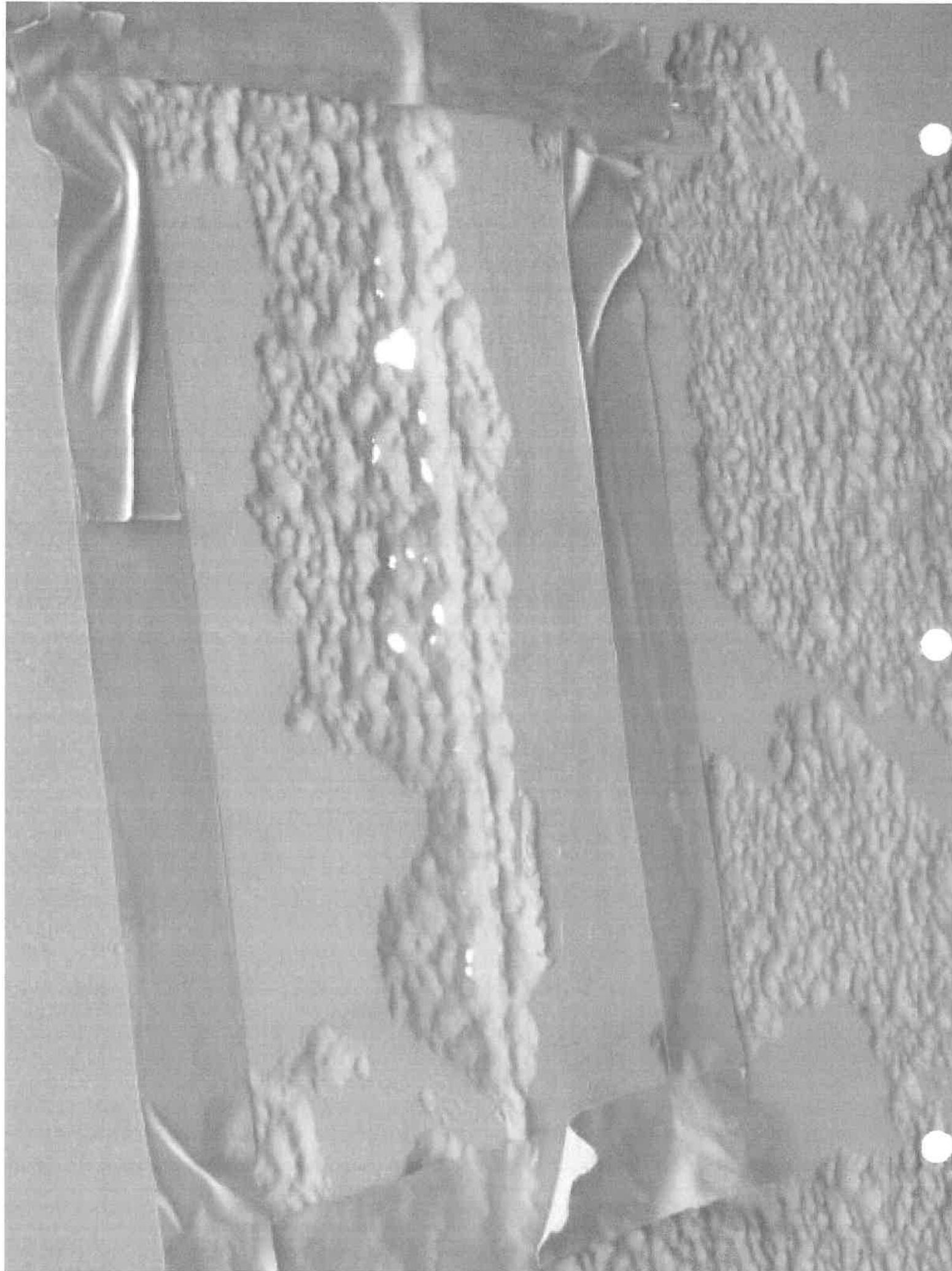
Interior Coating/Shell Hole Repairs







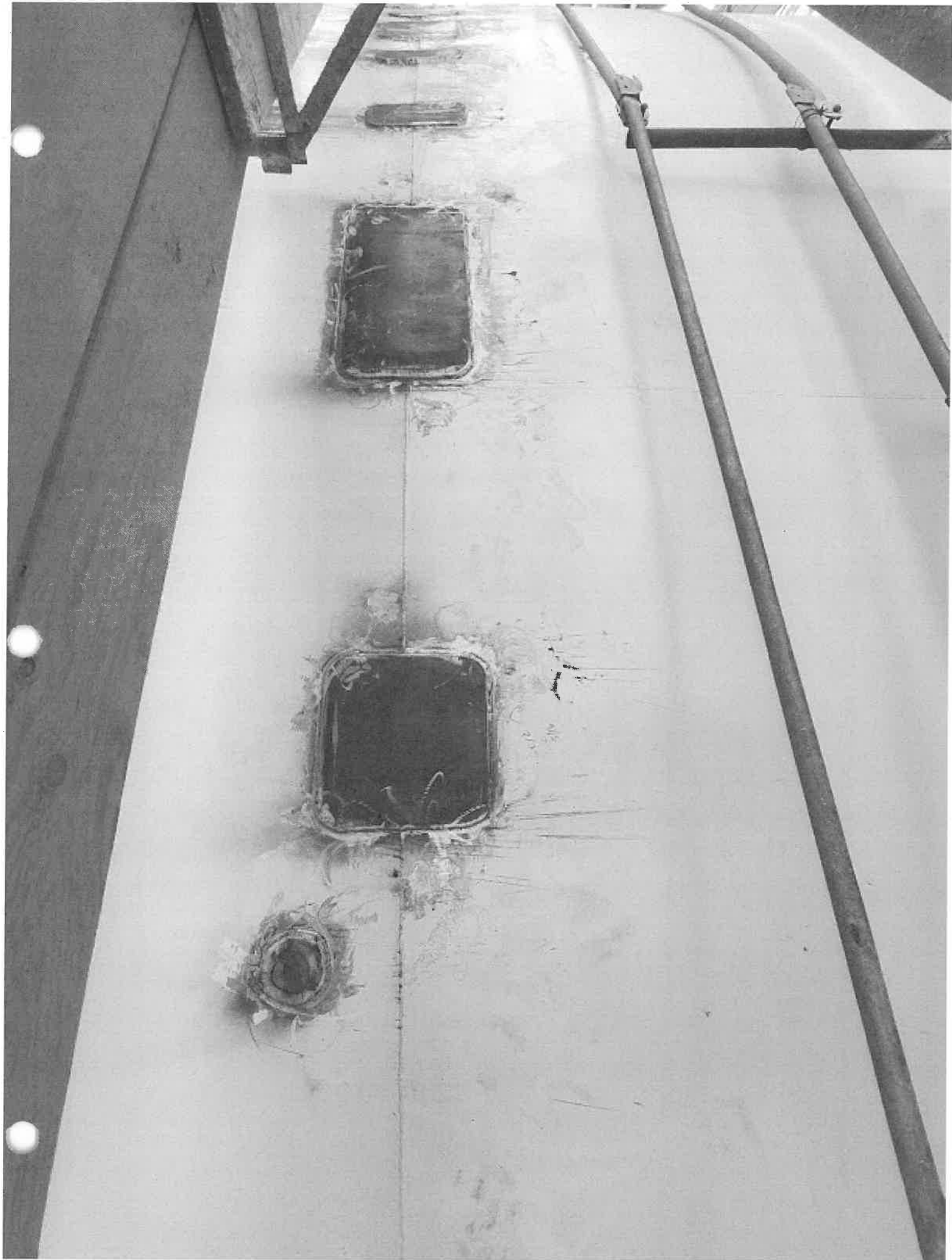








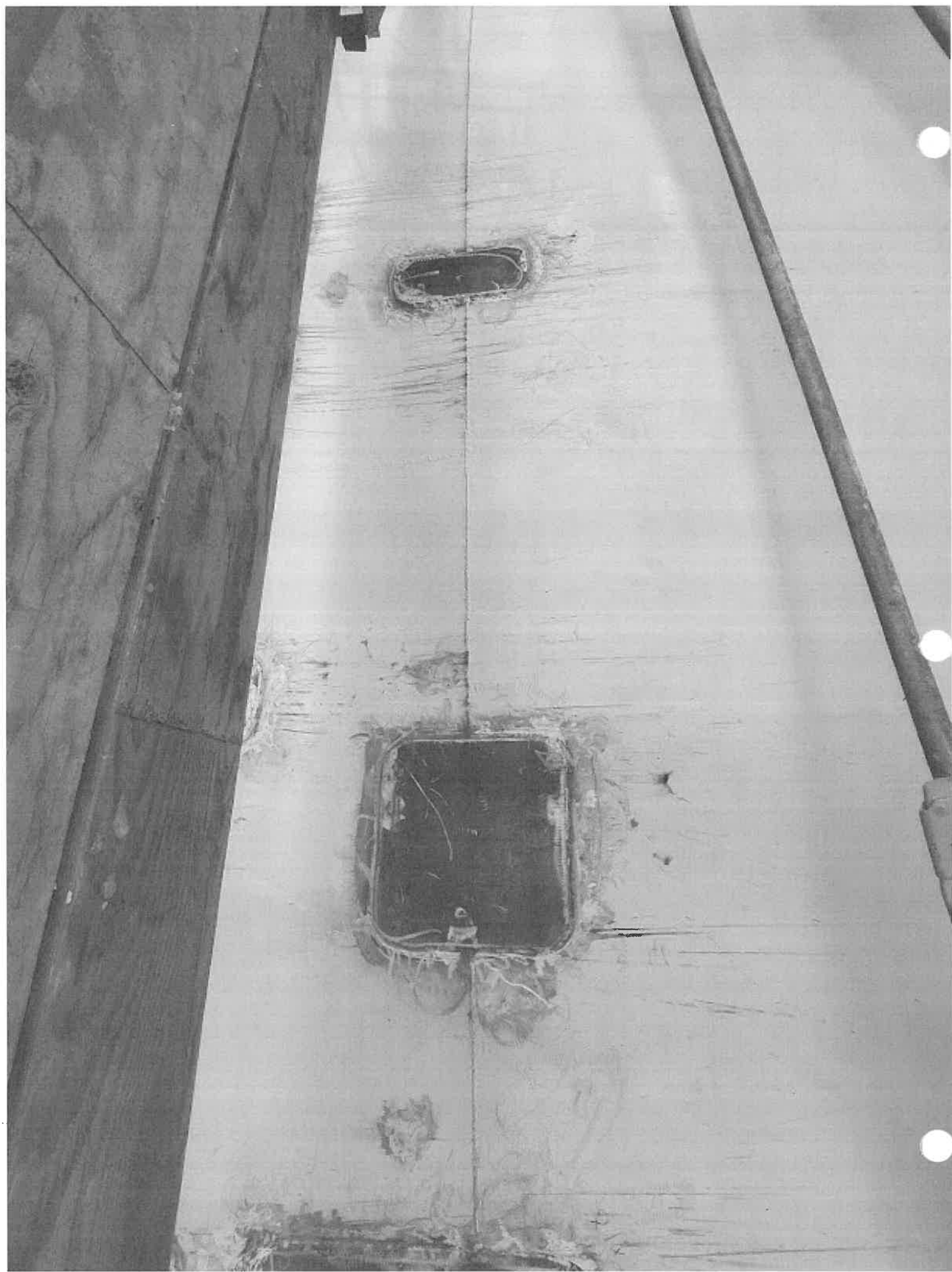


















**ITEM NO. 16**



# CITY OF HUNTINGTON PARK

## City Council Agenda Report

January 17, 2023

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:

**ADOPTION OF A RESOLUTION OVERTURNING THE PLANNING COMMISSION'S DETERMINATION TO DENY CONDITIONAL USE PERMIT 2021-03, TO ALLOW THE USE OF A USED AUTOMOBILE DEALERSHIP IN CONNECTION WITH PROPERTY LOCATED AT 3420 FLORENCE AVENUE, WITHIN THE COMMERCIAL GENERAL (C-G) ZONE.**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Conduct a public hearing;
2. Take public testimony;
3. Receive additional and final comments for or against the project; and
4. Adopt resolution overturning the Planning Commission's determination to deny Conditional Use Permit (CUP) Case No. 2021-03, which allowed for the use of a used automobile dealership in conjunction with property located at 3420 E. Florence Ave, Huntington Park, California (SoCal Cars), within the Commercial General Zone

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

At a special meeting on July 27, 2022, the Planning Commission conducted a public hearing considering Conditional Use Permit No. 2021-03 which would allow the use of a used automobile dealership in conjunction with property located at 3420 E. Florence Ave within the Commercial- General (CG) Zone. Quorum could not be made, and public comments were opened to the public.

At a regular meeting on August 17, 2022, the Planning Commission continued the public hearing considering Conditional Use Permit No. 2021-03 for the property located at 3420 East Florence Avenue within the Commercial- General (CG) Zone. No public comments were made during this time.

**APPEAL OF THE PLANNING COMMISSION'S DETERMINATION DENYING  
CONDITIONAL USE PERMIT 2021-03, TO ALLOW THE USE OF A USED  
AUTOMOBILE DEALERSHIP IN CONNECTION WITH PROPERTY LOCATED AT  
3420 FLORENCE AVENUE**

January 17, 2023

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During the August 17, 2022 Planning Commission meeting, the Commissioners received testimony, hearing evidence and argument from both the City's Planning staff, and the applicant's representative. After conducting the hearing, the Planning Commission discussed several issues of concern and the inability to recommend approval for not making the required findings.

Planning Commission did not approve the applicant's request due to a unanimous vote (0-4), which resulted in the denial of the request.

***Conditional Use Permit Findings***

A Conditional Use Permit may only be approved if all of the following findings can be made:

1. The proposed use is conditionally permitted within, and would not impair the integrity and character of, the subject zoning district and complies with all of the applicable provisions of this Code;
2. The proposed use is consistent with the General Plan;
3. The approval of the Conditional Use Permit for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines;
4. The design, location, size and operating characteristics of the proposed use are compatible with the existing and planned future land uses within the general area in which the proposed use is to be located and will not create significant noise, traffic or other conditions or situations that may be objectionable or detrimental to other permitted uses operating nearby or adverse to the public interest, health, safety, convenience or welfare of the City;
5. The subject site is physically suitable for the type and density/intensity of use being proposed; and
6. There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.



**APPEAL OF THE PLANNING COMMISSION'S DETERMINATION DENYING  
CONDITIONAL USE PERMIT 2021-03, TO ALLOW THE USE OF A USED  
AUTOMOBILE DEALERSHIP IN CONNECTION WITH PROPERTY LOCATED AT  
3420 FLORENCE AVENUE**

January 17, 2023

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***Conditional Use Permit Findings***

The Planning Commission determined that Finding No. 2 and Finding No. 4 were in direct conflict with the proposed project;

- **Required Finding No. 2:**

*The proposed use is consistent with the General Plan;*

The Planning Commission determined that the project conflicts with the General Plan update to rezone sections of Florence Avenue for higher density and mixed-use development. Planning Department staff was unable to make a finding in support of this required finding.

- **Required Finding No. 4:**

*"The design, location, size and operating characteristics of the proposed use are compatible with the existing and planned future land uses within the general area in which the proposed use is to be located and will not create significant noise, traffic or other conditions or situations that may be objectionable or detrimental to other permitted uses operating nearby or adverse to the public interest, health, safety, convenience or welfare of the City;"*

The Planning Commission determined that the project conflicts with the City's current plan for Transit Oriented Development on Florence Avenue. The Transit-Oriented Development plan involves the rezoning of properties within half (0.5) of a mile radius from corner of Salt Lake Avenue and East Florence Avenue. The rezoning prioritizes infill development and mixed-use development, of which the subject property is in conflict with. Planning Department staff could not make a finding in support of this required finding.

***Grounds for Denial***

Based on the findings as previously indicated, Planning Staff could not recommend approval for the proposed Project to allow the use of a Used Automobile Sales Dealership on the property located at 3420 E. Florence Avenue.

After conducting the public hearing and receiving public testimony, the Planning Commission voted unanimously in opposition of the proposed Conditional Use Permit, and adopted Resolution No. 2021-03, denying Conditional Use Permit Case No. 2021-03.

**APPEAL OF THE PLANNING COMMISSION'S DETERMINATION DENYING  
CONDITIONAL USE PERMIT 2021-03, TO ALLOW THE USE OF A USED  
AUTOMOBILE DEALERSHIP IN CONNECTION WITH PROPERTY LOCATED AT  
3420 FLORENCE AVENUE**

January 17, 2023

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***Appeal Application***

On August 25<sup>th</sup>, 2022, an appeal application was filed by Frank Wright, representing Hassan Safawi. According to the Applicant, Mr. Safawi is appealing the Planning Commission's determination to deny CUP Case No. 2021-03, subject to revisions of the Project and additions to the conditions of approval made by the applicant and Planning Staff. The applicant proposes the following additions to the conditions of approval:

**1. *Addition of Condition of Approval No. 70 –***

- 70. The property associated with 3420 East Florence Avenue may operate as an automobile dealership and sales business for a period of seven (7) years. At the end of this period, the Conditional Use Permit(s) associated with the subject property will be considered expired and be deemed null and void.
  - a. The subject property will be allowed no more than three (3) extensions of the Conditional Use Permit, of one year each.
  - b. At expiration of this Conditional Use Permit, all business license(s) associated with the subject property under this Conditional Use Permit to be closed.
  - c. Subsequent business license applications for automobile dealerships or similar uses will require a new Conditional Use Permit.
  - d. The property located at 3420 East Florence Avenue will not be eligible for Conditional Use Permit Transfers for automobile dealership uses.

**2. *Addition of Condition of Approval 71 –***

- 71. The Applicant to close existing business license(s) for the property located at 3372 East Florence Avenue within thirty (30) days of the issuance of an action letter following approval of Conditional Use Permit 2021-03.
  - a. Subsequent business license applications at 3372 East Florence Avenue for automobile dealerships or similar uses will require a new Conditional Use Permit.
  - b. The property located at 3372 East Florence Avenue will not be eligible for Conditional Use Permit Transfers for automobile dealership uses.

**3. *Addition of Condition of Approval 72 –***

- 72. Transfer or change in ownership of the property located at 3420 East Florence Avenue before the expiration date of this Conditional Use Permit will deem this Conditional Use Permit null and void.

**APPEAL OF THE PLANNING COMMISSION'S DETERMINATION DENYING  
CONDITIONAL USE PERMIT 2021-03, TO ALLOW THE USE OF A USED  
AUTOMOBILE DEALERSHIP IN CONNECTION WITH PROPERTY LOCATED AT  
3420 FLORENCE AVENUE**

January 17, 2023

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***Appeal Response to Proposed Conditions of Approval***

**1. *Addition of Condition of Approval No. 70 –***

Planning staff finds that the timeline as set forth by the applicant to be of benefit to the City of Huntington Park and the characteristics of East Florence Avenue. The removal of the existing Conditional Use Permits on Florence Avenue allows for development that more compatible with the existing and future planned development, and Conditional Use Permits that otherwise would not be able to allow for future development of Florence Avenue.

In addition, the proposed timeline associated with the new conditions of approval removes any conflicts with the timetables set forth by a proposed Transit-Oriented Development, and addresses Planning Commission concerns regarding Conditional Use Permit Findings. The applicant has commented opting to utilize the subject property for a mixed-use development following the expiration of the proposed Conditional Use Permit, to be in line with the General Plan Update, and the required findings.

**2. *Addition of Condition of Approval No. 71 –***

The inclusion of the property associated with 3372 East Florence Avenue to conform to the proposed General Plan Update will provide additional conformity to the proposed Transit-Oriented Development, and to the compatibility of uses on Florence Avenue. The applicant has agreed to forfeit the existing use of the property located at 3372 East Florence Avenue to uses allowed by the zone.

**3. *Addition of Condition of Approval No. 72 –***

Planning staff to advise current and/or subsequent owners of the City's Goals and vision for Florence Avenue as a mixed-use friendly commercial corridor, especially near the future Metro Station at Florence and Salt Lake Road, and to future development that is more consistent and compatible with other existing uses and planned future uses.

With the inclusion of the additional Conditions of Approval as suggested above, the concerns as commented by Planning Commission and Planning staff associated with the subject property have been addressed. For clarity, the applicant is currently the owner of the properties located on 3420 East Florence Avenue and 3372 East Florence Avenue, and are both referenced in this proposed modified Conditional Use Permit.

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**FISCAL IMPACTS**

There are no negative fiscal impacts to the City.

**CONCLUSION**

Following the revisions as mentioned above to the proposed Conditional Use Permit, all of the required findings can be made in support of the subject property, therefore, Planning staff recommends that the City Council overturn the decision of the Planning Commission and approve the Applicant's request to allow the use of a used automobile dealership in connection with the property located at 3420 East Florence Avenue, subject to recommended conditions of approval.

The City Council also has the option of upholding the Planning Commission's decision and reject the Applicant's proposal, or to continue this item for further discussion, and to add any additional appropriate conditions of approval to regulate the proposed business.

The City Council's action is final unless additional facts or information that was not originally considered are presented for reconsideration within 90 days following the final date of action.

Respectfully submitted,

Ricardo Reyes  
City Manager

Steve Forster  
Director of Community Development

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**ATTACHMENT(S)**

Exhibit A: Resolution No. 2021-03A, Upholding or Overturning Planning Commission's Determination

Exhibit B: Planning Commission Staff Report

Exhibit C: Planning Commission Resolution No. 2021-03

Exhibit D: Appeal Application

Exhibit E: Project Plans

Exhibit F: Vicinity Map

Exhibit G: Assessor's Parcel Map

**CONDITIONS OF APPROVAL:**

**PLANNING**

1. That the applicant/property owner and each successor in interest to the property which is the subject of this project shall defend, indemnify and hold harmless the City of Huntington Park and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, City Council, or Planning Commission. The City shall promptly notify the applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.
2. Except as set forth in subsequent conditions, all-inclusive, and subject to department corrections and conditions, the property shall be developed substantially in accordance with the applications, environmental assessment, and plans submitted.
3. The proposed project shall comply with all applicable federal, state and local agency codes, laws, rules, and regulations, including Health, Building and Safety, Fire, Zoning, and Business License Regulations of the City of Huntington Park.
4. The property be developed and maintained in a clean, neat, quiet, and orderly manner at all times and comply with the property maintenance standards as set forth in Section 9-3.103.18 and Title 8, Chapter 9 of the Huntington Park Municipal Code.
5. All proposed on-site utilities, including electrical and equipment wiring, shall be installed underground and/or routed along the ground floor and shall be completely concealed from public view as required by the City prior to authorization to operate.

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6. That any existing and/or future graffiti, as defined by the Huntington Park Municipal Code Section 5-27.02(d), shall be diligently removed within a reasonable time period.
7. That all unmaintained landscaping material shall be replaced with new landscape materials. The applicant shall submit a landscape plan prepared by a license landscape architect.
8. That the operator shall update their City of Huntington Park Business License prior to commencing business operations.
9. That the Applicant comply with all of the provisions of Title 7, Chapter 9 of the Huntington Park Municipal Code relating to Storm Water Management. The Applicants shall also comply with all requirements of the National Pollutant Discharge Elimination System (NPDES), Model Programs, developed by the County of Los Angeles Regional Water Quality Board. This includes compliance with the City's Low Impact Development (LID) requirements.
10. That this entitlement shall be subject to review for compliance with conditions of the issuance at such intervals as the City Planning Commission shall deem appropriate.
11. That the violation of any of the conditions of this entitlement may result in a citation(s) and/or the revocation of the entitlement.
12. That this entitlement may be subject to additional conditions after its original issuance, upon a duly noticed public hearing item. Such conditions shall be imposed by the City Planning Commission as deemed appropriate to address problems of land use compatibility, operations, aesthetics, security, noise, safety, crime control, or to promote the general welfare of the City.
13. No outdoor storage, including but not limited to, recreational vehicles, motorhomes, trailers, campervans, boats, vehicles, motorcycles, etc. shall be permitted on the property.
14. That all automotive parts, equipment, and tires shall be stored within an enclosed building.
15. That the parking lot shall be utilized by patrons of the establishment and shall not be utilized as storage of vehicles requiring repairs.
16. That any vehicles loading and unloading shall occur on-site and not within any adjoining streets nor alleys.

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17. That the applicant shall erect an eight (8) foot high CMU block wall along the southerly property line.
18. No payphones shall be allowed on the subject site.
19. The applicant shall provide publicly visible art or pay art fees in accordance with the HPMC Title 9, Chapter 3, Article 17, prior to the issuance of the Certificate of Occupancy.
20. Any proposed mechanical equipment and appurtenances, including satellite dishes, gutters, etc., whether located on the rooftop, ground level or anywhere on the property shall be completely shielded/enclosed so as not to be visible from any public street and/or adjacent properties. Such shielding/enclosure of facilities shall be of compatible design related to the building structure for which such facilities are intended to serve and shall be installed prior to final building inspection.
21. The applicant shall provide adequate on-site security at all times to ensure safety of patrons and maintenance of the property. Security Plan shall be submitted and approved by the Planning Division.
22. The applicant shall be subject to any fees and requirements from the California Department of Fish and Wildlife, as stated in the CEQA Environmental Document Filing fee schedule.
23. This entitlement shall expire in the event it is not exercised within one (1) year from the date of approval, unless an extension has been granted by the Planning Commission.
24. If the use ceases to operate for a period of six (6) months, the entitlement shall be null and void.
25. If the operation of this establishment be granted, deemed, conveyed, transferred, or should a change in management or proprietorship occur at any time, this Conditional Use Permit shall be subject to reassessment by Planning Commission.
26. That the Applicant shall comply with all applicable property development standards including, but not limited to, outdoor storage, fumes and vapors, property maintenance, and noise.
27. The Director of Community Development is authorized to make minor modifications to the approved preliminary plans or any of the conditions if such modifications shall achieve substantially the same results, as would strict compliance with said plans and conditions.
28. All on-site lighting shall be energy efficient, stationary, and directed away from adjoining properties and public rights-of-way;

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29. All landscaping shall be installed and permanently maintained in compliance with HPMC Title 9, Chapter 3, Article 4 (Landscaping Standards);
30. All vehicles associated with the business shall be parked or stored on-site and not in adjoining streets or alleys;
31. One (1) Loading Space is required to be compliant with Title 9, Chapter 3, Article 7 (Off-street Loading Standards). Applicant shall provide and maintain one (1) loading space with a minimum dimension of 10 feet by 25 feet.
32. All parking spaces to be labeled as "Guest Parking," "Employee Parking" "Loading Zone" or "Display Parking." Subject site shall have no more than a maximum of twenty-two (22) vehicles for display and/or sales on site at any given time.

**BUILDING AND SAFETY**

33. The initial plan check fee will cover the initial plan check and one recheck only. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule.
34. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
35. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
36. Art fee shall be paid to the City prior to issuance of the building Permit
37. Recycling deposit shall be filed prior to issuance of the building permit to the satisfaction of the recycling coordinator.
38. The existing 2-story Type V-B Non-Sprinklered Commercial Building with 2022sf on 1st Floor and 900sf on second. The proposed TI work scope covers the entire existing 2-story building for the proposed auto sale office and will remain to be B Occupancy.
39. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
40. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.



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41. Redevelopment project with land disturbing activity that would result in the replacement of 5,000 square feet or more of impervious surface area on an already developed site on Planning Priority Project categories shall comply with LID requirements per City Ordinance. The proposed TI with the land disturbing activity without any replacement of any impervious surface area (i.e. asphalt paving), therefore, LID requirements will not be applicable.
42. A geotechnical and soils investigation report may be required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
  - a. Observation of cleared areas and benches prepared to receive fill;
  - b. Observation of the removal of all unsuitable soils and other materials;
  - c. The approval of soils to be used as fill material;
  - d. Inspection of compaction and placement of fill;
  - e. The testing of compacted fills; and
  - f. The inspection of review of drainage devices.
43. If the soils report is required, the owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.
44. If the soils report is required, prior to permit issuance the pdf copy of the soils report shall be provided by the applicant
45. Any proposed changes to the existing site drainage, then, a grading and drainage plan will be required and it shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
46. The repair, alteration, change of occupancy of all existing buildings shall comply with one of the methods listed in Section 301.1.1 through 301.1.3 of the California Existing Building Code as selected by the applicant.

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47. The seismic evaluation and design shall be based on the procedures of the California Building Code or ASCE 41 per Section 301.1.4 of the California Existing Building Code.
48. When prescriptive compliance method is selected, except as provided by Section 403.2 or Section 403.1 of the California Existing Building Code, alterations to any building or structure shall comply with the requirements of the California Building Code.
49. No change shall be made in the use or occupancy of any building that would place the building in a different division of the same group of occupancies or in a different group of occupancies, unless such building is made to comply with the requirements of the California Building Code for such division or group of occupancies per Section 407 of the California Existing Building Code.
50. The building height and area shall not exceed the limits specified in Table 504.3, 504.4 and 506.2 based on the type of construction as determined by Section 602 and the occupancies as determined by Section 302 except as modified hereafter.
51. Maximum area of exterior wall openings and degree of open protection based on fire separation distance of 5 to 10 feet shall comply with Table 705.8 of the Building Code.
52. All State of California disability access regulations for accessibility shall comply with Chapter 11B of the California Building Code.
53. Electrical plan check is required.
54. Mechanical plan check is required.
55. Plumbing plan check is required.
56. Energy calculations are required for new lighting or mechanical equipment.
57. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.
58. Project shall comply with the CalGreen Non-Residential mandatory requirements including the EV Charge Stations.
59. Demolition permit is required for the existing building or any existing elements of the existing building which are to be demolished

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**PUBLIC WORKS**

60. An encroachment permit shall be required to be obtained by a State of California licensed contractor to work in the public right-of-way.
61. The 16-foot driveway approach located on the easterly portion of the development shall be removed and replaced with full width sidewalk and curb & gutter. Monolithic pour (sidewalk and curb & gutter) is required due to the close proximity of the bus stop and location of the bus pad. Use APWA standard plans and specifications to call out the improvements.
62. All USA/Dig Alert paint markings must be removed by the contractor from the sidewalk, curb & gutter and/or asphalt pavement once offsite improvements are completed.
63. The City Engineer may require other information or may impose additional conditions and requirements as deemed necessary to protect health and safety, and to benefit the public.

**CODE ENFORCEMENT**

64. Provide routine maintenance to eliminate all trash/litter from the property.
65. Provide sufficient lighting in parking lots/driveways to promote safety.
66. Ensure all signs are permitted by the City and properly maintained.
67. Ensure trash enclosure is secured and kept properly maintained.
68. Post No Trespassing signs and No Loitering signs to prevent trespassers on the property.

**LOS ANGELES COUNTY FIRE DEPARTMENT**

69. All requirements, as deemed necessary by the Los Angeles County Fire Department during the Plan Check Process, shall be complied with.

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**ADDITIONAL CONDITIONS OF APPROVAL**

70. The property associated with 3420 East Florence Avenue may operate as an automobile dealership and sales business for a period of seven (7) years. At the end of this period, the Conditional Use Permit(s) associated with the subject property will be considered expired and be deemed null and void.  
(APN: 6213-003-023)
  - a. The subject property will be allowed no more than three (3) extensions of the Conditional Use Permit, of one (1) year each.
  - b. At expiration of this Conditional Use Permit, all business license(s) associated with the subject property under this Conditional Use Permit to be closed.
  - c. Subsequent business license applications for automobile dealerships or similar uses will require a new Conditional Use Permit.
  - d. The property located at 3420 East Florence Avenue will not be eligible for Conditional Use Permit Transfers for automobile dealership uses.
71. The Applicant to close existing business license(s) for the property located at 3372 East Florence Avenue within thirty (30) days of the issuance of an action letter following approval of Conditional Use Permit 2021-03.  
(APN: 6213-002-004)
  - a. Subsequent business license applications at 3372 East Florence Avenue for automobile dealerships or similar uses will require a new Conditional Use Permit.
  - b. The property located at 3372 East Florence Avenue will not be eligible for Conditional Use Permit Transfers for automobile dealership uses.
72. Transfer or change in ownership of the property located at 3420 East Florence Avenue before the expiration date of this Conditional Use Permit will deem this Conditional Use Permit null and void.
73. That the business owner (Applicant) and property owner agree in writing to the above conditions.

## ATTACHMENT "A"

**APPEAL RESOLUTION  
CUP NO. 2021-03A**

**EXHIBIT A**

**CUP CASE NO. 2021-03A**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK,  
STATE OF CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT IN  
CONNECTION WITH REAL PROPERTY LOCATED AT 3420 EAST FLORENCE  
AVENUE, HUNTINGTON PARK, CALIFORNIA**

**WHEREAS**, the applicant, Hassan Safawi, requested approval of a Conditional Use Permit to have a used automobile sales lot within an existing commercial building located at 3420 East 10th Avenue within the General-Commercial (C-G) Zone, associated with the project on the above described property:

Assessor's Parcel No. 6213-003-023, City of Huntington Park, County of Los Angeles; and

**WHEREAS**, the Huntington Park Planning Commission held a public hearing for said matter on Wednesday, July 27, 2022 at 6:30 p.m., and continued the hearing on August 17, 2022 at 6:30 p.m.; and

**WHEREAS**, the Planning Commission did not approve the applicant's request for a Conditional Use Permit due a unanimous (0-4) vote which resulted in the denial of the request; and

**WHEREAS**, On August 25, 2022, Frank Wright, on behalf of Hassan Safawi, submitted an application appealing the Planning Commission's decision for Case No. 2021-03 CUP to the City Council in accordance with Section 9-2.1712 of the Huntington Park Municipal Code; and

**WHEREAS**, a public hearing was held regarding the appeal in the City Hall, 6550 Miles  
e, Huntington Park, California on Tuesday, January 17, 2022 at 6:00 p.m. pursuant to the  
published and posted as required by law in accordance with the provisions of the Huntington  
Municipal Code; and

**WHEREAS**, the City of Huntington Park, California, pursuant to the provisions of California  
g Law (California Government Code Section 6500, et. sec., hereinafter “CEQA”) and State  
guidelines, determined that the project, as proposed, will have no significant adverse effect on  
environment and adopts an Environmental Categorical Exemption (CEQA Guidelines, Section  
(c), New Construction or Conversion of Small Structures); and

**WHEREAS,** the Planning Commission has considered the environmental impact information

1 relative to the proposed entitlements; and

2       **WHEREAS**, all persons appearing in favor or against the appeal were given the opportunity  
3 to be heard in connection with said matter; and

4       **WHEREAS**, all evidence and comments, both written and testimonial, were reviewed by the  
5 City Council; and

6       **WHEREAS**, the City Council is required to announce its findings and recommendations.  
7

8       **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**  
9 **PARK DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**  
10

11       **SECTION 1:** The City Council hereby makes the following findings in connection with  
12 Conditional Use Permit No. 2021-03:

13       Conditional Use Permit:

- 14       (A) The proposed use is conditionally permitted within, and would not impair the integrity  
15 and character of, the subject zoning district and complies with all of the applicable  
16 provisions of this Code (Huntington Park Zoning Code Title 9); and
- 17       (B) The proposed use is consistent with the General Plan; and
- 18       (C) The approval of the Conditional Use Permit for the proposed use is in compliance with  
19 the requirements of the California Environmental Quality Act (CEQA) and the City's  
20 Guidelines; and
- 21       (D) The design, location, size, and operating characteristics of the proposed use are  
22 compatible with the existing and planned future land uses within the general area in  
23 which the proposed use is to be located and will not create significant noise, traffic, or  
24 other conditions or situations that may be objectionable or detrimental to other permitted  
25 uses operating nearby or adverse to the public interest, health, safety, convenience, or  
26 welfare of the City; and
- 27       (E) The subject site is physically suitable for the type and density/intensity of the use being  
28 proposed; and



(F) There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.

**SECTION 2:** Based on the evidence within staff report and the Environmental Assessment Questionnaire, the Planning Commission adopts the findings in said Questionnaire and determines that the project, as proposed, will have no significant adverse effect on the environment and adopts an Environmental Categorical Exemption (CEQA Guidelines, Section 15303(c), New Construction or Conversion of Small Structures).

**SECTION 3:** The City Council hereby modifies the decision of the Planning Commission and approves Conditional Use Permit No. 2021-03 subject to the execution and fulfillment of the following conditions:

**PLANNING**

1. That the applicant/property owner and each successor in interest to the property which is the subject of this project shall defend, indemnify and hold harmless the City of Huntington Park and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, City Council, or Planning Commission. The City shall promptly notify the applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.
2. Except as set forth in subsequent conditions, all-inclusive, and subject to department corrections and conditions, the property shall be developed substantially in accordance with the applications, environmental assessment, and plans submitted.
3. The proposed project shall comply with all applicable federal, state and local agency codes, laws, rules, and regulations, including Health, Building and Safety, Fire, Zoning, and Business License Regulations of the City of Huntington Park.
4. The property be developed and maintained in a clean, neat, quiet, and orderly manner at all times and comply with the property maintenance standards as set forth in Section 9-3.103.18

1 and Title 8, Chapter 9 of the Huntington Park Municipal Code.

- 2 5. All proposed on-site utilities, including electrical and equipment wiring, shall be installed
- 3 underground and/or routed along the ground floor and shall be completely concealed from
- 4 public view as required by the City prior to authorization to operate.
- 5 6. That any existing and/or future graffiti, as defined by the Huntington Park Municipal Code
- 6 Section 5-27.02(d), shall be diligently removed within a reasonable time period.
- 7 7. That all unmaintained landscaping material shall be replaced with new landscape materials.
- 8 The applicant shall submit a landscape plan prepared by a license landscape architect.
- 9 8. That the operator shall update their City of Huntington Park Business License prior to
- 10 commencing business operations.
- 11 9. That the Applicant comply with all of the provisions of Title 7, Chapter 9 of the Huntington
- 12 Park Municipal Code relating to Storm Water Management. The Applicants shall also
- 13 comply with all requirements of the National Pollutant Discharge Elimination System
- 14 (NPDES), Model Programs, developed by the County of Los Angeles Regional Water
- 15 Quality Board. This includes compliance with the City's Low Impact Development (LID)
- 16 requirements.
- 17 10. That this entitlement shall be subject to review for compliance with conditions of the
- 18 issuance at such intervals as the City Planning Commission shall deem appropriate.
- 19 11. That the violation of any of the conditions of this entitlement may result in a citation(s)
- 20 and/or the revocation of the entitlement.
- 21 12. That this entitlement may be subject to additional conditions after its original issuance, upon
- 22 a duly noticed public hearing item. Such conditions shall be imposed by the City Planning
- 23 Commission as deemed appropriate to address problems of land use compatibility,
- 24 operations, aesthetics, security, noise, safety, crime control, or to promote the general welfare
- 25 of the City.
- 26 13. No outdoor storage, including but not limited to, recreational vehicles, motorhomes, trailers,
- 27 campervans, boats, vehicles, motorcycles, etc. shall be permitted on the property.
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12 Planning Priority Project categories shall comply with LID requirements per City Ordinance.  
13 The proposed TI with the land disturbing activity without any replacement of any impervious  
14 surface area (i.e. asphalt paving), therefore, LID requirements will not be applicable.
- 15 42. A geotechnical and soils investigation report may be required, the duties of the soils engineer  
16 of record, as indicated on the first sheet of the approved plans, shall include the following:  
17 a. Observation of cleared areas and benches prepared to receive fill;  
18 b. Observation of the removal of all unsuitable soils and other materials;  
19 c. The approval of soils to be used as fill material;  
20 d. Inspection of compaction and placement of fill;  
21 e. The testing of compacted fills; and  
22 f. The inspection of review of drainage devices.
- 23 43. If the soils report is required, the owner shall retain the soils engineer preparing the  
24 Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of  
25 all grading, site preparation, and compaction testing. Observation and testing shall not be  
26 performed by another soils and/or geotechnical engineer unless the subsequent soils and/or  
27 geotechnical engineer submits and has accepted by the Public Works Department, a new  
28 Preliminary Soils and/or Geotechnical Investigation.

- 1 44. If the soils report is required, prior to permit issuance the pdf copy of the soils report shall be  
2 provided by the applicant
- 3 45. Any proposed changes to the existing site drainage, then, a grading and drainage plan will be  
4 required and it shall be approved prior to issuance of the building permit. The grading and  
5 drainage plan shall indicate how all storm drainage including contributory drainage from  
6 adjacent lots is carried to the public way or drainage structure approved to receive storm  
7 water.
- 8 46. The repair, alteration, change of occupancy of all existing buildings shall comply with one of  
9 the methods listed in Section 301.1.1 through 301.1.3 of the California Existing Building  
10 Code as selected by the applicant.
- 11 47. The seismic evaluation and design shall be based on the procedures of the California  
12 Building Code or ASCE 41 per Section 301.1.4 of the California Existing Building Code.
- 13 48. When prescriptive compliance method is selected, except as provided by Section 403.2 or  
14 Section 403.1 of the California Existing Building Code, alterations to any building or  
15 structure shall comply with the requirements of the California Building Code.
- 16 49. No change shall be made in the use or occupancy of any building that would place the  
17 building in a different division of the same group of occupancies or in a different group of  
18 occupancies, unless such building is made to comply with the requirements of the California  
19 Building Code for such division or group of occupancies per Section 407 of the California  
20 Existing Building Code.
- 21 50. The building height and area shall not exceed the limits specified in Table 504.3, 504.4 and  
22 506.2 based on the type of construction as determined by Section 602 and the occupancies as  
23 determined by Section 302 except as modified hereafter.
- 24 51. Maximum area of exterior wall openings and degree of open protection based on fire  
25 separation distance of 5 to 10 feet shall comply with Table 705.8 of the Building Code.
- 26 52. All State of California disability access regulations for accessibility shall comply with  
27 Chapter 11B of the California Building Code.
- 28 53. Electrical plan check is required.

1 54. Mechanical plan check is required.

2 55. Plumbing plan check is required.

3 56. Energy calculations are required for new lighting or mechanical equipment.

4 57. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing  
5 Code. Additional fixtures may be required if not in compliance.

6 58. Project shall comply with the CalGreen Non-Residential mandatory requirements including  
7 the EV Charge Stations.

8 59. Demolition permit is required for the existing building or any existing elements of the  
9 existing building which are to be demolished

10  
11 **PUBLIC WORKS**

12 60. An encroachment permit shall be required to be obtained by a State of California licensed  
13 contractor to work in the public right-of-way.

14 61. The 16-foot driveway approach located on the easterly portion of the development shall be  
15 removed and replaced with full width sidewalk and curb & gutter. Monolithic pour (sidewalk  
16 and curb & gutter) is required due to the close proximity of the bus stop and location of the  
17 bus pad. Use APWA standard plans and specifications to call out the improvements.

18 62. All USA/Dig Alert paint markings must be removed by the contractor from the sidewalk,  
19 curb & gutter and/or asphalt pavement once offsite improvements are completed.

20 63. The City Engineer may require other information or may impose additional conditions and  
21 requirements as deemed necessary to protect health and safety, and to benefit the public.

22  
23 **CODE ENFORCEMENT**

24 64. Provide routine maintenance to eliminate all trash/litter from the property.

25 65. Provide sufficient lighting in parking lots/driveways to promote safety.

26 66. Ensure all signs are permitted by the City and properly maintained.

27 67. Ensure trash enclosure is secured and kept properly maintained.

28 68. Post No Trespassing signs and No Loitering signs to prevent trespassers on the property.

1  
2 **LOS ANGELES COUNTY FIRE DEPARTMENT**

3 69. All requirements, as deemed necessary by the Los Angeles County Fire Department during  
4 the Plan Check Process, shall be complied with.  
5

6 **ADDITIONAL CONDITIONS OF APPROVAL**

7 70. The property associated with 3420 East Florence Avenue may operate as an automobile  
8 dealership and sales business for a period of seven (7) years. At the end of this period, the  
9 Conditional Use Permit(s) associated with the subject property will be considered expired  
10 and be deemed null and void.

11 (APN: 6213-003-023)

- 12 a. The subject property will be allowed no more than three (3) extensions of the Conditional  
13 Use Permit, of one (1) year each.  
14 b. At expiration of this Conditional Use Permit, all business license(s) associated with the  
15 subject property under this Conditional Use Permit to be closed.  
16 c. Subsequent business license applications for automobile dealerships or similar uses will  
17 require a new Conditional Use Permit.  
18 d. The property located at 3420 East Florence Avenue will not be eligible for Conditional  
19 Use Permit Transfers for automobile dealership uses.

20 71. The Applicant to close existing business license(s) for the property located at 3372 East  
21 Florence Avenue within thirty (30) days of the issuance of an action letter following approval  
22 of Conditional Use Permit 2021-03.

23 (APN: 6213-002-004)

- 24 a. Subsequent business license applications at 3372 East Florence Avenue for automobile  
25 dealerships or similar uses will require a new Conditional Use Permit.  
26 b. The property located at 3372 East Florence Avenue will not be eligible for Conditional  
27 Use Permit Transfers for automobile dealership uses.

28 72. Transfer or change in ownership of the property located at 3420 East Florence Avenue before



1 the expiration date of this Conditional Use Permit will deem this Conditional Use Permit null  
2 and void.

3 73. That the business owner (Applicant) and property owner agree in writing to the above  
4 conditions.

5  
6 **SECTION 4:** The decision of the City Council is final and shall become effective  
7 immediately.

8 **SECTION 5:** The City Clerk shall certify to the adoption of this Resolution.

9 **PASSED, APPROVED, AND ADOPTED** this 17th day of January, 2023 by the following  
10 vote:

11  
12 \_\_\_\_\_  
13 EDUARDO MARTINEZ, Mayor  
14

15 ATTEST:

16  
17  
18 \_\_\_\_\_  
19 Eduardo Sarmiento, City Clerk  
20  
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28

## ATTACHMENT "B"

**PLANNING COMMISSION  
STAFF REPORT  
CUP 2021-03**

**EXHIBIT B**

**CUP CASE NO. 2021-03A**



# **CITY OF HUNTINGTON PARK**

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## **PLANNING DIVISION AGENDA REPORT**

**DATE:** AUGUST 17, 2022

**TO:** CHAIRPERSON AND MEMBERS OF THE PLANNING COMMISSION

**ATTN:** STEVE FORSTER, INTERIM DIRECTOR OF COMMUNITY DEVELOPMENT

**FROM:** CHRISTIAN ESPINOZA, PLANNING TECHNICIAN

**SUBJECT:** **PLANNING COMMISSION CASE NO. 2021-03 CUP  
(CONDITIONAL USE PERMIT)**

---

**REQUEST:** A REQUEST FOR A CONDITONAL USE PERMIT TO ALLOW THE USE OF RETAIL SALE OF USED AUTOMOBILES, MOTORCYCLES AND TRUCKS; AND THE INTERIOR AND EXTERIOR IMPROVEMENT OF THE SITE LOCATED AT 3420 E FLORENCE AVENUE, WITHIN THE COMMERICAL GENERAL (C-G) ZONE.

**APPLICANT:** Hassan W. Safawi  
3372 E. Florence Avenue,  
Huntington Park, CA 90255

**PROPERTY OWNER:** Hassan W. Safawi

**PROPERTY OWNER'S  
MAILING ADDRESS:** 3372 E. Florence Avenue  
Huntington Park, CA 90255

**PROJECT LOCATION:** 3420 E. Florence Avenue

**ASSESSOR'S  
PARCEL NUMBER:** 6213-003-023

**PREVIOUS USE:** Cellular phone retail store

**SITE SIZE:** 16,829 Sq. Ft.

**GENERAL PLAN:** General Commercial (C-G)

**PLANNING COMMISSION AGENDA REPORT**

CASE NO. 2021-03 CUP- 3420 E. Florence Avenue

August 17, 2022

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**ZONE:**

Commercial General (C-G)

**SURROUNDING  
LAND USES:**

North: Open Space (OS)

West: Commercial General (CG)

South: Residential Low Density (RL)

East: Public Facilities (PF)

**MUNICIPAL CODE  
APPLICABILITY OF  
REQUIREMENTS FOR  
CONDITIONAL  
PERMIT:**

Pursuant to HPMC Title 9, Chapter 4, Article 2, Section 9-4.202; Automobile, Motorcycle, and Truck Dealerships are permissible in the Commercial General Zone subject to a Conditional Use Permit.

**REQUIRED FINDINGS  
FOR A CONDITIONAL  
USE PERMIT:**

Following a hearing, the Planning Commission shall record its decision in writing and shall recite the findings upon which the decision is based. The Commission may approve and/or modify a CUP application in whole or in part, with or without conditions, only if all of the following findings are made:

1. The proposed use is conditionally permitted within, and would not impair the integrity and character of, the subject zoning district and complies with all of the applicable provisions of this Code;
2. The proposed use is consistent with the General Plan;
3. The approval of the CUP for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines;
4. The design, location, size, and operating characteristics of the proposed use are compatible with the existing and planned future land uses within the general area in which the proposed use is to be located and will not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other permitted uses operating nearby or adverse to the

## PLANNING COMMISSION AGENDA REPORT

CASE NO. 2021-03 CUP- 3420 E. Florence Avenue

August 17, 2022

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public interest, health, safety, convenience, or welfare of the City;

5. The subject site is physically suitable for the type and density/intensity of use being proposed; and
6. There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.

### ENVIRONMENTAL REVIEW:

Categorically exempt pursuant to Article 19, section 15303 (Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA) Guidelines.

### PROJECT BACKGROUND:

- ***July 27, 2022 Planning Commission Meeting***

Due to lack of quorum, Planning Commission continued this item to a Regular Meeting on August 17, 2022.

- ***July 27, 2022 Public Testimony***

The Applicant, Hassan Safawi spoke in favor of his proposed use of the site.

- ***Site Description***

The subject site is located on the southerly side of Florence Avenue between State Street and California Avenue. The subject site measures approximately 16,829 square-feet. The subject site is developed with an existing two-story commercial building at the northwesterly side of the property. The subject property was formerly occupied by a retail mobile phone business. The subject site is surrounded by open space to the north, residential to the south, and commercial to the east and west.

The applicant, Mr. Hassan W Safawi, is proposing an automobile sales services to an existing retail business location. The Applicant is proposing tenant improvements to the interior and the exterior of the property for the automobile sales service, and proposes no other uses, except automobile sales.

**ANALYSIS:**

- ***Project Proposal***

The Applicant is proposing an automobile sales business at 3420 Florence Avenue, Located within the Commercial General Zone. The applicant has proposed modifications to the existing two-story building to accommodate the proposed use, including a change to the layout and a new display window. There will be no changes to the building footprint.

Pursuant to HPMC Title 9, Chapter 4, Section 2, automobile sales use require a minimum site area of 15,000 square feet. The subject site is approximately 16,829 square feet and is above the minimum threshold. The proposed project will also require the re-striping of the parking lot. The restriping of the parking lot will provide the number of parking spaces required.

In addition, the proposed project proposes improvements to the subject site. More specifically, lighting is proposed to help with security. Other proposed improvements to the site include a new trash enclosure, bollards and block walls around the perimeter. Lastly, the applicant is proposing a window addition to the western portion of the building. No other changes to the exterior are proposed at this time.

- ***Business Operation Plan***

The applicant is proposing to provide a used automobile sales service to the existing Commercial-General retail property. According to the business operation plan, the applicant is proposing to provide only used automobile sales and no additional services. The property is proposed to operate during the following hours:

Monday – Saturday	10:00 AM to 8:00 PM
Sunday	10:00 AM to 6:00 PM

- ***Access/Circulation***

The subject site will have vehicular access from Florence Avenue, which is located on the northerly side of the property. The site has two existing driveways, the first one measuring eighteen (18) feet and the second one

measuring nineteen (19) feet nine (9) inches. Both driveways provide ingress and egress access (two-way) traffic onto the site.

- ***Off-Street Parking and Loading***

Pursuant to the HPMC Section 9-3.804, the parking requirement for an automobile sales service is one (1) space for each 4,000 square feet of lot area. In addition, the parking requirement for commercial, retail, and service uses is one (1) space per four-hundred (400) square feet.

In accordance with the City's parking standards, the total off-street number of parking spaces required for the proposed development is twelve (12) parking spaces. The proposed project will provide thirty-five (35) parking spaces. As a result, the project will comply with the number of required parking spaces.

The parking calculations are summarized in the following table:

<b>Off-Street Parking Requirement</b>		
<b>Parking Standards</b>	<b>Required</b>	<b>Provided</b>
Office and Indoor Sales area	2922 Square-feet/ 400 = 8 Spaces	8 Spaces
One space for each 3,000 square feet of lot area	13,823 square feet/ 4,000 = 4 spaces	4 Spaces
Vehicle Display Area	-	22 spaces
Loading Zone	Less than 10,000 Square-Feet = 1 Space	1 Space Required
<b>Total</b>	<b>13 spaces</b>	<b>35 Spaces</b>



**PLANNING COMMISSION AGENDA REPORT**

CASE NO. 2021-03 CUP- 3420 E. Florence Avenue

August 17, 2022

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HPMC Title 9, Chapter 3, Section 7 requires that commercial uses with less than 10,000 square feet of gross floor area provide one (1) loading space. Additional loading spaces may be required by the Planning Commission.

- ***Environmental Review***

Categorically Exempt pursuant to Article 19, Section 15303 (Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA) Guidelines.

- ***Condition Use Permit Findings***

In granting a Conditional Use Permit to allow an automobile dealership, the Planning Commission must make findings in connection with the Conditional Use Permit, as set forth in the HPMC. A Conditional Use Permit may be approved only if all of the following findings are made:

1. **The proposed use is conditionally permitted within, and would not impair the integrity and character of, the subject zoning district and complies with all of the applicable provisions of this Code.**

**Finding:** The proposed used automobile dealership as analyzed within the subject zoning district, pursuant to the HPMC Title 9, Chapter 4, Section 2, as "Automobile, Motorcycle and Truck Dealership." The Commercial General zone is intended to provide for general retail, professional office, and service-oriented business uses and does not comply with the provisions of the Code.

2. **The proposed use is consistent with the General Plan.**

**Finding:** The proposed project is in conflict with the draft General Plan update. Under collaboration with the California Department of Transportation, Los Angeles County Metro, and the City of Huntington Park, the subject site and an area within one half (½) mile of the corner of Florence Avenue and Salt Lake Avenue are under consideration for land use and zoning changes to the vicinity for the accommodation of a Transit Oriented Development (TOD) land use designation to rezone the area for higher-density residential and/or mixed use

development. Planning Staff cannot make a finding in support of the proposed project.

- 3. The approval of the Conditional Use Permit for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines.**

**Finding:** Proposed Project is Categorically Exempt pursuant to Article 19, section 15303 (Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA) Guidelines.

- 4. The design, location, size and operating characteristics of the proposed use are compatible with the existing and planned future land uses within the general area in which the proposed use is to be located and will not create significant noise, traffic or other conditions or situations that may be objectionable or detrimental to other permitted uses operating nearby or adverse to the public interest, health, safety, convenience or welfare of the City.**

**Finding:** The proposed project is in conflict with the draft General Plan update and with planned future land uses within the general area. Under collaboration with the California Department of Transportation, Los Angeles County Metro, and the City of Huntington Park, the subject site and an area within one half (½) mile of the corner of Florence Avenue and Salt Lake Avenue are under consideration for land use and zoning changes to the vicinity for the accommodation of a Transit Oriented Development (TOD) land use designation to rezone the area for higher-density residential and/or mixed use development. Planning Staff cannot make a finding in support of the proposed project.

- 5. The subject site is physically suitable for the type and density/intensity of use being proposed;**

**Finding:** The Project Site measures approximately 16,829 square feet. The proposed project will be of similar intensity as those known to have occupied the

**PLANNING COMMISSION AGENDA REPORT**

CASE NO. 2021-03 CUP- 3420 E. Florence Avenue

August 17, 2022

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subject site and surrounding area. The subject site is surrounded by residential uses to the south, public facilities to the east and commercial uses to the west, providing similar conditions.

- 6. There are adequate provisions for public access, water, sanitation and public utilities and services to ensure that the proposed use would not be detrimental to public health, safety and general welfare.**

**Finding:** Vehicular and pedestrian access to the Project Site will be provided through Florence Avenue. The project proposes to utilize existing infrastructure and public utilities. The surrounding area is completely developed with public access, water sanitation, and other public utilities. The new development will not impede the accessibility to public access, water, sanitation, or other public utilities and services. It is expected that the proposed development will not be detrimental to public health, safety and general welfare and will be required to comply with all building code requirements.

**CONCLUSION:**

Based on the above analysis, staff has determined that the proposed Project does not comply with all of the required findings in support of a Conditional Use Permit. The Planning Commission may approve, deny, or request modifications to the Project.

**RECOMMENDATION:**

Based on the evidence presented, it is the recommendation of Planning Division Staff that the Planning Commission **deny Case No. 2021-03 CUP.**

**EXHIBITS:**

- A: PC Resolution No. 2021-03 CUP
- B: Project Plans
- C: Business Operation
- D: Vicinity Map
- E: Assessor's Parcel Map



## ATTACHMENT "C"

**PLANNING COMMISSION  
RESOLUTION  
CUP 2021-03**

**EXHIBIT C**

**CUP CASE NO. 2021-03A**

**PC RESOLUTION NO. 2021-03**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW A USED AUTOMOBILE SALES DEALERSHIP WITHIN 2,922 SQUARE FEET OF AN EXISTING BUILDING LOCATED AT 3420 EAST FLORENCE AVENUE, WITHIN THE COMMERCIAL-GENERAL (CG) ZONE.**

**WHEREAS**, a public hearing was held at City Hall, 6550 Miles Avenue, Huntington Park, California on Wednesday, July 27, 2022 at 6:30 p.m. pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code, and continues to the Wednesday, August 17, 2022 meeting, upon an application from Mr. Hassan W. Safawi, requesting approval of a Conditional Use Permit to allow a used automobile dealership within 2,922 square feet of an existing building located at 3420 East Florence Avenue, within the Commercial-General (CG) zone, described as:

Assessor's Parcel No. 6213-003-023, City of Huntington Park, County of Los Angeles; and

**WHEREAS**, the Planning Division has reviewed the request and has found that all of the findings for approval of a Conditional Use Permit can be made as required by the Municipal Code; and

**WHEREAS**, all persons appearing for or against the approval of the Conditional Use Permit were given the opportunity to be heard in connection with said matter; and

**WHEREAS**, all written comments received prior to the hearing, and responses to such comments, were reviewed by the Planning Commission; and

**WHEREAS**, the Planning Commission is required to announce its findings and recommendations.

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS FOLLOWS:**

**SECTION 1:** Based on the evidence within staff report and the Environmental Assessment Questionnaire, the Planning Commission adopts the findings in said

1 Questionnaire and determines that the project, as proposed, will have no significant  
2 adverse effect on the environment and adopts an Environmental Categorical Exemption  
3 (CEQA Guidelines, Section 15303(c), New Construction or Conversion of Small  
4 Structures).

5 **SECTION 2:** The Planning Commission hereby makes the following findings in  
6 connection with the proposed Conditional Use Permit:

- 7 1. The proposed use shall be conditionally permitted within, and shall not impair the  
8 integrity and character of, the subject zoning district and complies with all of the  
9 applicable provisions of this Code;

10 *The Planning Commission finds that the proposed used automobile*  
11 *dealership is conditionally permitted within the subject zoning district,*  
12 *pursuant to the HPMC Title 9, Chapter 4, Section 2, as "Automobile,*  
13 *Motorcycle and Truck Dealership." The Commercial General zone is intended*  
14 *to provide for general retail, professional office, and service-oriented*  
15 *business uses and does not comply with the provisions of the Code.*

- 16 2. The proposed use shall be consistent with the General Plan;

17 *The Planning Commission finds that the proposed project is in conflict with*  
18 *the draft General Plan update. Under collaboration with the California*  
19 *Department of Transportation, Los Angeles County Metro, and the City of*  
20 *Huntington Park, the subject site and an area within one half (½) mile of the*  
21 *corner of Florence Avenue and Salt Lake Avenue are under consideration for*  
22 *land use and zoning changes to the vicinity for the accommodation of a*  
23 *Transit Oriented Development (TOD) land use designation to rezone the area*  
24 *for higher-density residential and/or mixed-use development. Planning*  
25 *Commission cannot make a finding in support of the proposed project.*

- 26 3. The approval of the Conditional Use Permit for the proposed use shall be in  
27 compliance with the requirements of the California Environmental Quality Act  
28 (CEQA) and the City's Guidelines;



***The Planning Commission finds that an environmental assessment has been conducted for this project in compliance with the California Environmental Quality Act (CEQA). The Project is Categorically Exempt pursuant to Article 19, section 15303 (Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA) Guidelines.***

4. The design, location, size and operating characteristics of the proposed use shall be compatible with the planned future land uses within the general area in which the proposed use is to be;

***The Planning Commission finds that the proposed project is in conflict with the draft General Plan update and with planned future land uses within the general area. Under collaboration with the California Department of Transportation, Los Angeles County Metro, and the City of Huntington Park, the subject site and an area within one half (½) mile of the corner of Florence Avenue and Salt Lake Avenue are under consideration for land use and zoning changes to the vicinity for the accommodation of a Transit Oriented Development (TOD) land use designation to rezone the area for higher-density residential and/or mixed use development. Planning Commission cannot make a finding in support of the proposed project.***

5. The subject site shall be physically suitable for the type and density/intensity of use being proposed;

***The Planning Commission finds that the Project Site measures approximately 16,829 square feet. The proposed project will be of similar intensity as those known to have occupied the subject site and surrounding area. The subject site is surrounded by residential uses to the south, public facilities to the east, and commercial uses to the west, which provides similar conditions.***

6. There shall be adequate provisions for public access, water, sanitation and public utilities and services to ensure that the proposed use would not be detrimental to public health, safety and general welfare;

1        *The Planning Commission finds that vehicular and pedestrian access to the*  
2        *Project Site will be provided through Florence Avenue. The project proposes*  
3        *to utilize existing infrastructure and public utilities. The surrounding area is*  
4        *completely developed with public access, water sanitation, and other public*  
5        *utilities. The new development will not impede the accessibility to public*  
6        *access, water, sanitation, or other public utilities and services. It is expected*  
7        *that the proposed development will not be detrimental to public health, safety*  
8        *and general welfare and will be required to comply with all building code*  
9        *requirements.*

10  
11        **SECTION 3:** The Planning Commission cannot make all six (6) of the required findings  
12        in support of Resolution 2021-03 CUP; therefore, the Planning Commission hereby  
13        denies Resolution No. 2021-03 CUP.

14        **SECTION 4:** This resolution shall not become effective until 15 days after the date of  
15        decision rendered by the Planning Commission, unless within that period of time it is  
16        appealed to the City Council. The decision of the Planning Commission shall be stayed  
17        until final determination of the appeal has been effected by the City Council.

18        **SECTION 5:** The Secretary of the Planning Commission shall certify to the adoption  
19        of this resolution and a copy thereof shall be filed with the City Clerk.  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> of August, 2022 by the following

vote:

**AYES:** Commissioner(s) Barba-Ochoa, Montes, Nuno, and Chair Sanabria

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

HUNTINGTON PARK PLANNING COMMISSION

DocuSigned by:

**Jonathan Sanabria**

3399668DCE8042E...

Jonathan Sanabria, Chairperson

**ATTEST:**

DocuSigned by:

*Steve Forster*

F8553AAAE1F24BF...

Steve Forster, Secretary

## ATTACHMENT "D"

# **APPEAL APPLICATION**

**EXHIBIT D**

**CUP CASE NO. 2021-03A**



CITY OF  
HUNTINGTON PARK  
CITY CLERK  
CITY OF HUNTINGTON PARK  
Community Development Dept. - Planning Division  
6950 Miles Avenue, Huntington Park, CA 90255  
Tel. (323) 584-6210 • planning@hpcsa.gov

CITY OF  
HUNTINGTON PARK  
CITY CLERK

## PLANNING COMMISSION APPEAL APPLICATION

### FOR OFFICE USE ONLY

Date Filed: \_\_\_\_\_ Case No.: \_\_\_\_\_ Fee/Receipt No.: \$1,299.00 Initials: \_\_\_\_\_

*Note to the appellant: Pursuant to the Huntington Park Municipal Code, Section 9-2.1712, appeals may be filed with the Office of the City Clerk on this form within fifteen (15) days following the date of an action. Appeals shall be accompanied by a filing fee, which is indicated above.*

I/We, appellant(s) hereby appeal the decision of the Huntington Park Planning Commission on \_\_\_\_\_ for Case No. 2021-03 CUP and petition that the City Council modify the action or decision that was made.

### PROJECT INFORMATION

Property Address: 3420 E. Florence Ave, Huntington Park, CA

### APPELLANT'S INFORMATION

Appellant(s): Hassan Safawi

Mailing Address: 3372 E. Florence Ave, Huntington Park, CA

Phone 1: 909-996-6602

Phone 2: \_\_\_\_\_

email: Carofamerica@yahoo.com

### PROPERTY OWNER'S INFORMATION

Property Owner: Albashik, LLC

Mailing Address: 3372 E. Florence Ave, Huntington Park, CA

Phone 1: 909-996-6602

Phone 2: \_\_\_\_\_

email: Carofamerica@yahoo.com

### REASON FOR APPEAL:

The action or decision is being appealed for the following reason(s): (Attach additional sheets if necessary)  
We disagree with the facts and findings presented by the planning dept at the planning commission meeting.

We were not given a copy of the facts, findings or staff report prior to the PC meeting. We worked with the planning staff, code enforcement and the city prior to the PC meeting and we made multiple revisions to plans at the request of the city planning staff and we were led to believe that there would be no issue approving our project. Our application was submitted over 1-1/2 years ago and was delayed by city staff.

**CERTIFICATE AND AFFIDAVIT OF APPELLANT:** I/We, appellant(s) of the case involved in this application, dispose and say that I/we have prepared the foregoing appeal and that the statements and information contained therein are in all respects true and correct to the best of my/our knowledge and belief, and that said information, so far as I am/we are aware, is complete and represents all of the evidence and opinion that bears on the case and refers to no facts or evidence not introduced previously.

Signature: \_\_\_\_\_

Date: 8-25-2022

2022 AUG 29 AM 9:54

CITY OF  
HUNTINGTON PARK  
CITY CLERK

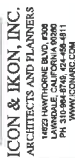
## ATTACHMENT "E"

# **PROJECT PLANS**

**EXHIBIT E**

**CUP CASE NO. 2021-03A**





OWNER / TENANT  
ALBASKIR, LLC  
SOCAL CAR'S, INC.  
HASSAN W SAFAIM  
3372 E. FLORENCE AVENUE  
HUNTINGTON PARK, CA 90255  
909-906-9602

PROJECT ADDRESS  
3420 E. FLORENCE AVE  
HUNTINGTON PARK, CA 90255

[illegible]PROJECT  
STATISTICS

A-001

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

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## IRE NOTES

[illegible][illegible][illegible]


## ELECTRICAL NOTES

[illegible]

**SOCAL CAR'S,**  
2,922 S.F. TENANT IMPROVEMENTS  
CONDITIONAL USE PERMIT

[illegible][illegible][illegible][illegible]

**EL MAP**



**PROJECT DIRECTORY**

City of America  
 2024 E. CLARK AVE  
 EL MAP, ARIZONA  
 925.985.2822

[illegible]

INC  
VEMENT  
RMIT

PROJECT INFORMATION		SHEET	
PROJECT NAME:	PROJECT LOCATION:	DATE:	SHEET NO. OF SHEETS:
<p>INDICE CLARK, INC. USED CAR PAINTS &amp; AUTO LAMING 10000 W. 10TH AVE., SUITE 100 MILWAUKEE, WISCONSIN 53228</p> <p>CONTRACT NO. 100158</p> <p>DATE 10/1/88</p>	<p>ALBANY, ILL. INDICE CLARK, INC. 10000 W. 10TH AVE., SUITE 100 MILWAUKEE, WISCONSIN 53228</p>	10/1/88	1 OF 1

GENERAL		ARCHITECTURAL	
1	J-001	1	H-001
2	J-002	2	H-002
3	J-003	3	H-003
4	J-004	4	H-004
5	J-005	5	H-005
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94	J-094	94	H-094
95	J-095	95	H-095

[illegible]

## FERRED SUBMITTAL

[illegible][illegible]

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INDEX	<p>ALPHABETICALLY</p> <p>ALPHABETICALLY</p>
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DESCRIPTION	EXPLANATION
NET INCREASE	
GAMBLE	
PLAN	
NET PLAN	
A	
B	
ONE	
TB	

[illegible][illegible][illegible]

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## NONRESIDENTIAL MANDATORY MEASURES SHEET 2

(January 2020, Includes August 2019 Supplement)

[illegible]







OWNER / TENANT  
 ALBASHIK, LLC  
 SOCIAL CARS, INC.  
 HASSAN W SAFARI  
 3372 E FLORENCE AVENUE  
 HUNTINGTON PARK, CA 92635  
 909-898-6502

PROJECT TITLE	CONDITIONAL USE PERMIT
PROJECT ADDRESS	SOCAL CAR'S, INC. USED AUTOMOBILE SALES
3420 E. FLORENCE AVE	
HUNTINGTON PARK, CA 90255	

[illegible]

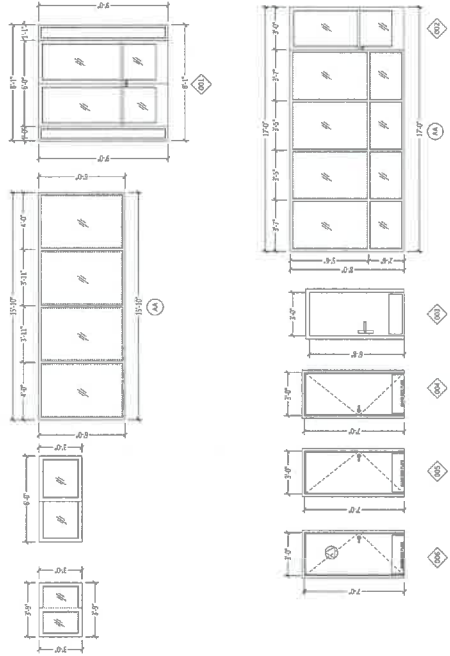
DRAWN BY: FRANK WRIGHT  
CHECKED BY: IKE MBELU  
PRINTED ON: 05/18/2022  
PERMIT NO:

SHEET # A-005 OF

## DOOR SCHEDULE

[illegible][illegible][illegible]

DOOR TYPES / ELEVATIONS

[illegible]

DOOR NOTES

[illegible][illegible][illegible]

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1. **Introduction**



AS-BUILT SITE PLAN / PLOT PLAN	SCALE 1/8"=1'-0"	1
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AS-BUILT SITE PLAN / PLOT PLAN





PROJECT ADDRESS  
3420 E. FLORENCE AVE  
HUNTINGTON PARK, CA 90255

[illegible]

DRAWN BY: FRANK WRIGHT  
CHECKED BY: IKE NDELU  
PRINTED ON: 05/16/2022  
PERMIT NO:

AS-BUILT /  
DEMO FLR PLAN

MEET # A-201 OF

RE EXTERIOR 2x STUD WALL WITH STUDS @ 16" O.C. AND 8'0" PORTLAND CEMENT STUCCO AT EXTERIOR SURF AND 5/8" GYPSUM WALL BOUND AT INTERIOR SURF.

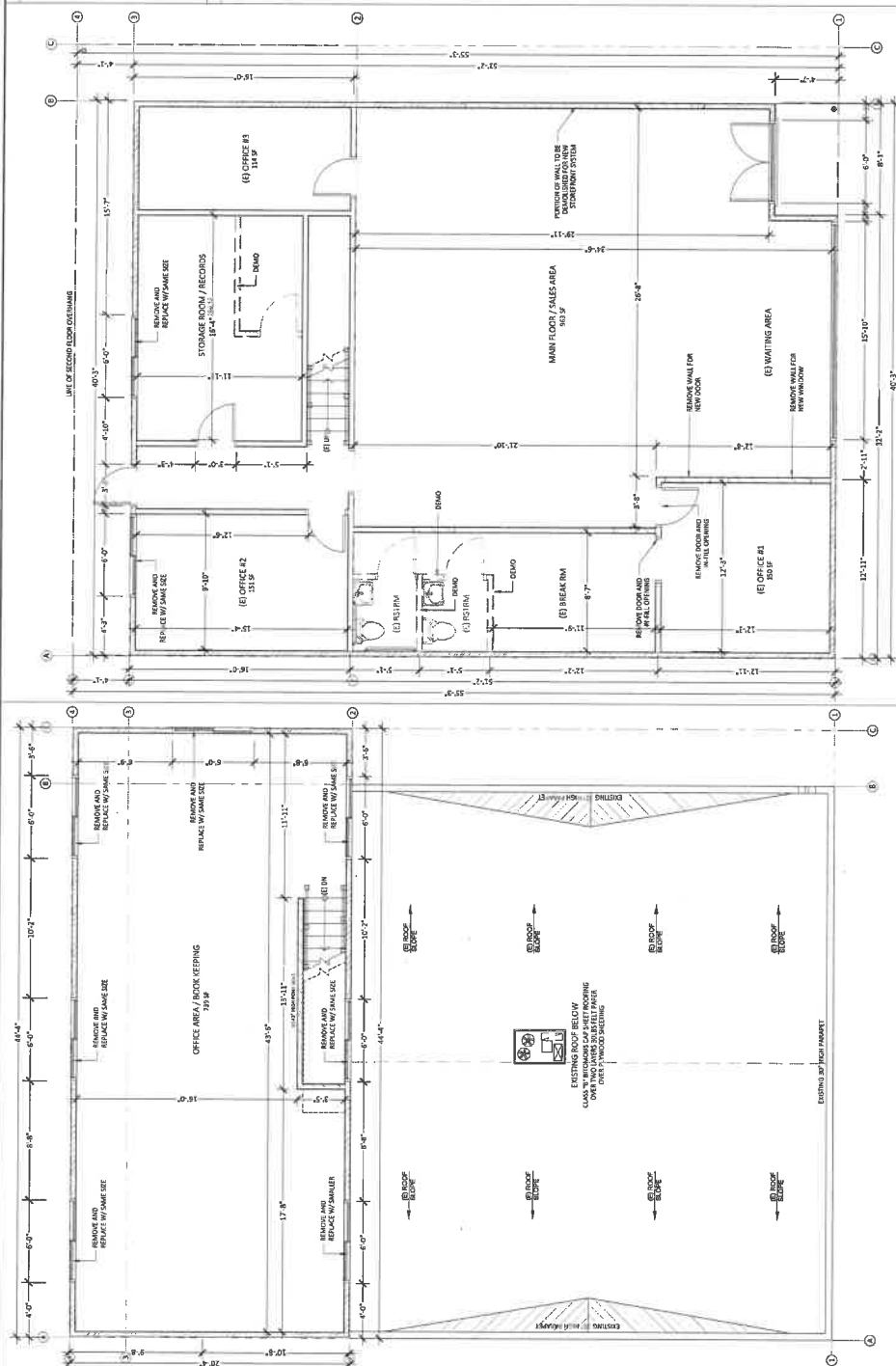
RE EXTERIOR 2x STUD WALL WITH STUDS @ 35" O.C. AND 4"x8" GYPSUM WALL BOUND AT EACH SIDE

RE 4" HIGH PORT WALL WITH 2x STUDS @ 16" O.C. AND 5/8" GYPSUM WALL BOUND AT BOTH SIDES

RE WALL TO BE DEMOLISHED

## BUILDING DEPT., NOTES

ALL CONTRACTORS PERFORMING WORK ON THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF 2015 CBC 905.2.7, ON 2015 IBC 905.2.7, CH. 31, AND 2019 NFPA 921 FIRE PREVENTION PROGRAMS THROUGHOUT ALL PHASES OF CONSTRUCTION.



FIRST FLOOR AS-BUILT / DEMO PLAN

**SECOND FLOOR AS-BUILT / DEMO PLAN**

SCALE	1
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ICON & KON, INC.  
ARCHITECTS AND PLANNERS  
10000 CLOVER LANE, SUITE 200  
HUNTINGTON PARK, CA 90255  
PH: 714.291.4000  
WWW.ICONANDKON.COM



OWNER / TENANT:  
SOCAL CARS, INC.  
33700 W. 24TH AVENUE  
HUNTINGTON PARK, CA 90255  
800.866.0000

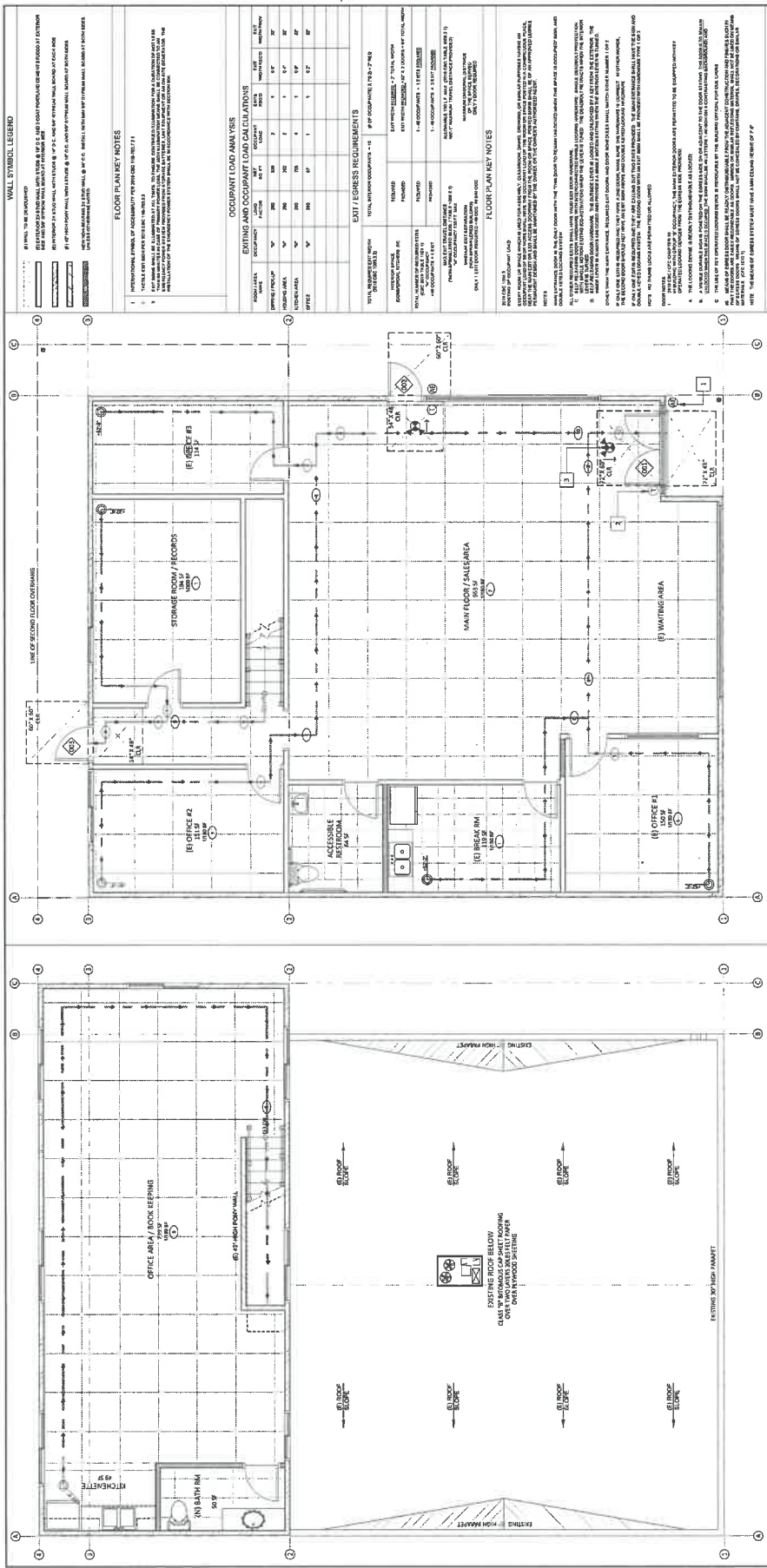
PROJECT ADDRESS  
3420 E. FLORENCE AVE  
HUNTINGTON PARK, CA 90255  
PROJECT TITLE  
CONDITIONAL USE PERMIT  
USED AUTOMOBILE SALES

NO.	DATE	DESCRIPTION
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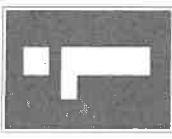
DRAWN BY: FRANK WRIGHT  
CHECKED BY: HE MABEL  
PRINTED ON: 05/16/2024  
PERMIT NO:

TITLE  
EXITING  
/ EGRESS PLAN

SHEET #  
A-301  
OF



FLOOR PLAN SYMBOLS	
1	DOOR
2	DOOR SWING
3	DOOR OPENING
4	DOOR FRAME
5	DOOR HANDLE
6	DOOR LOCK
7	DOOR SILL
8	DOOR THRESHOLD
9	DOOR STOP
10	DOOR SWING
11	DOOR OPENING
12	DOOR FRAME
13	DOOR HANDLE
14	DOOR LOCK
15	DOOR SILL
16	DOOR THRESHOLD
17	DOOR STOP
18	DOOR SWING
19	DOOR OPENING
20	DOOR FRAME
21	DOOR HANDLE
22	DOOR LOCK
23	DOOR SILL
24	DOOR THRESHOLD
25	DOOR STOP
26	DOOR SWING
27	DOOR OPENING
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30	DOOR LOCK
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43	DOOR OPENING
44	DOOR FRAME
45	DOOR HANDLE
46	DOOR LOCK
47	DOOR SILL
48	DOOR THRESHOLD
49	DOOR STOP
50	DOOR SWING



ICON & IKON, INC.  
ARCHITECTS AND PLANNERS  
1000 AVENUE 100  
LAUREL, CALIFORNIA 90045  
PH: 310.666.6766 FAX: 310.666.6611  
WWW.ICON-AND-IKON.COM



OWNER / TENANT:  
SOCAL CAR'S, INC.  
HUNTINGTON PARK, CA 90255  
3877 E. FLORENCE AVENUE  
HUNTINGTON PARK, CA 90255  
310-910-0000

PROJECT TITLE  
CONDITIONAL USE PERMIT  
SOCAL CAR'S, INC.  
USED AUTOMOBILES SALES  
3420 E. FLORENCE AVE  
HUNTINGTON PARK, CA 90255

REVISIONS	DATE	DESCRIPTION
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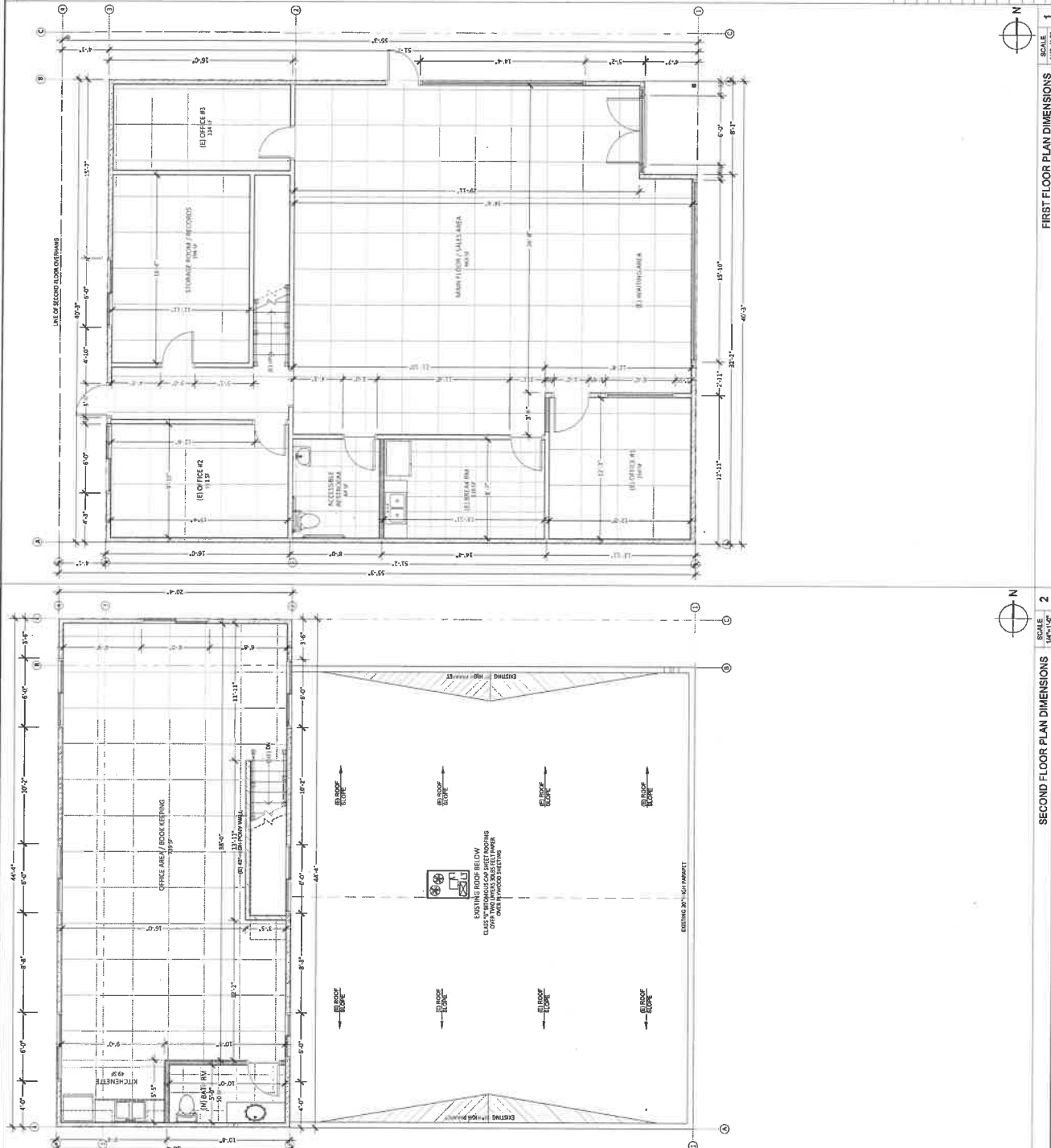
DRAWN BY: FRANK WRIGHT  
CHECKED BY: HE JUEL  
PRINTED ON: 05/16/2022  
PERMIT NO.

FLOOR PLAN  
DIMENSIONS

SHEET #  
A-401  
OF

NO.

BUILDING FLOOR AREA BREAKDOWN	
FIRST FLOOR	1843 SF
OFFICE #1	1500 SF
OFFICE #2	1500 SF
OFFICE #3	1500 SF
OFFICE #4	1500 SF
OFFICE #5	1500 SF
OFFICE #6	1500 SF
OFFICE #7	1500 SF
OFFICE #8	1500 SF
OFFICE #9	1500 SF
OFFICE #10	1500 SF
OFFICE #11	1500 SF
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OFFICE #94	1500 SF
OFFICE #95	1500 SF
OFFICE #96	1500 SF
OFFICE #97	1500 SF
OFFICE #98	1500 SF
OFFICE #99	1500 SF
OFFICE #100	1500 SF



SCALE  
1/4"=1'-0"

SCALE  
1/8"=1'-0"

FIRST FLOOR PLAN DIMENSIONS

SECOND FLOOR PLAN DIMENSIONS



CONDITIONAL USE PERMIT  
SOCAL CAR'S, INC.  
USED AUTOMOBILE SALES  
PROJECT ADDRESS  
3420 E. FLORENCE AVE  
HUNTINGTON PARK, CA 90255

[illegible]

DRAWN BY: FRANK WRIGHT  
CHECKED BY: IKE MBELU  
PRINTED ON: 05/16/2022

**FLOOR PLAN  
CALL-OUTS**

A-405

C

[illegible]

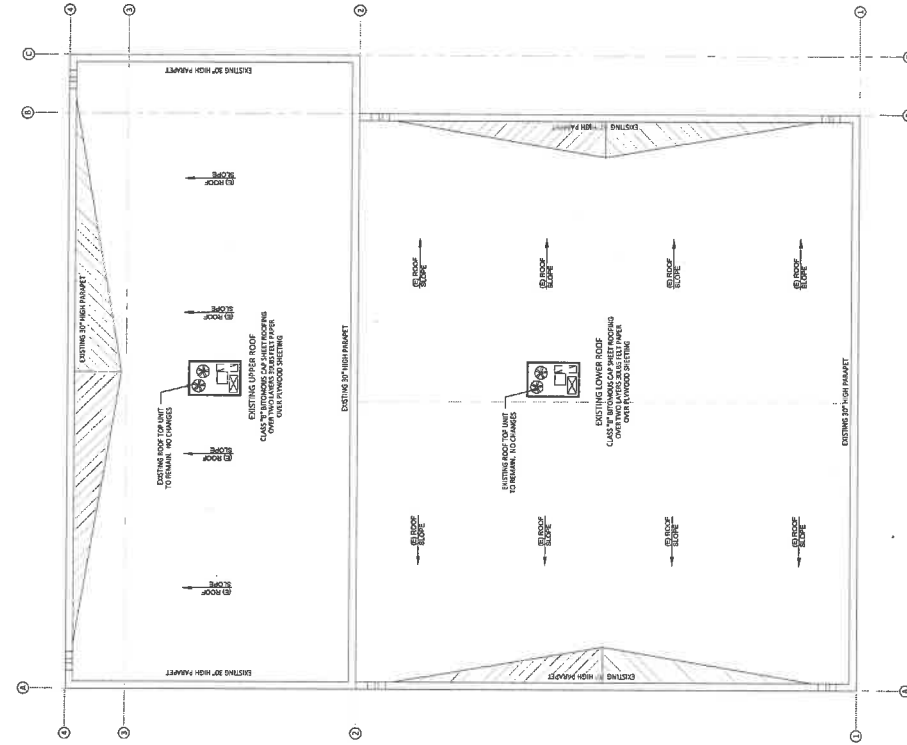
ROOF SYMBOL LEGEND



1/2" LETTER 'H' INDICATES THE HEIGHT OF THE ROOF STRUCTURE

ROOF PLAN CONSTRUCTION NOTES

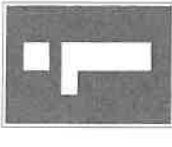
- ALL ROOFING SHALL BE IN ACCORDANCE WITH THE 2019 CALIFORNIA BUILDING CODE.
- CONTRACTOR SHALL PROVIDE PROTECTION FOR ALL EXISTING UTILITIES AND STRUCTURES.
- ANY CHANGES TO THE ROOFING SHALL BE NOTED ON THE ROOF PLAN AND SUBMITTED TO THE ARCHITECT FOR APPROVAL.
- THE ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- THE ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2019 CALIFORNIA BUILDING CODE.



SCALE: 1/4" = 1'-0"

ROOF PLAN

1



**IKON & IKON, INC.**  
ARCHITECTS AND PLANNERS  
1000 AVENUE OF THE STARS, SUITE 1000  
LA JOLLA, CALIFORNIA 92037  
TEL: 858-592-1000  
WWW.IKONARCHITECTS.COM



STAMP

OWNER / TENANT  
HUNTINGTON PARK, CA 90255  
3420 E. FLORENCE AVE  
HUNTINGTON PARK, CA 90255  
3420 E. FLORENCE AVE  
HUNTINGTON PARK, CA 90255

PROJECT TITLE  
CONDITIONAL USE PERMIT  
USED AUTOMOBILES SALES  
3420 E. FLORENCE AVE  
HUNTINGTON PARK, CA 90255

REVISIONS	DATE	DESCRIPTION
1	10/10/22	PLANNING DEPT REV.

DRAWN BY: FRANK WRIGHT  
CHECKED BY: W. M. BELL  
PRINTED ON: 10/10/22  
PERMIT NO.:  
TITLE

ROOF  
PLAN

SHEET #  
A-501  
NO. OF









ICON & IKON, INC.  
ARCHITECTS AND PLANNERS  
10000 WILSON AVENUE, SUITE 100  
LA BREA, CALIFORNIA 90038  
PH: 310.440.0000 FAX: 310.440.0001  
WWW.ICONANDIKON.COM



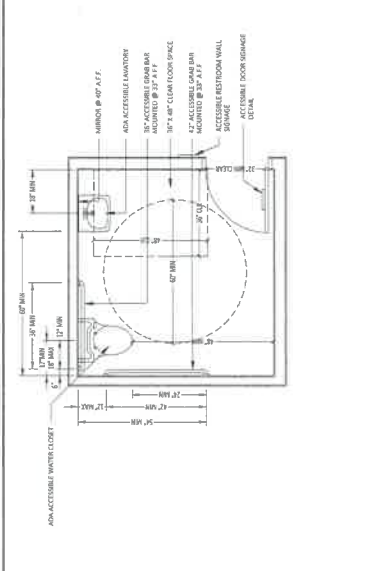
OWNER / TENANT  
SOCAL CAR, INC.  
3275 E. FLORENCE AVE.  
HUNTINGTON PARK, CA 90255  
310.800.0000

CONDITIONAL USE PERMIT  
SOCAL CAR, INC.  
USED AUTOMOBILE SALES  
3420 E. FLORENCE AVE  
HUNTINGTON PARK, CA 90255

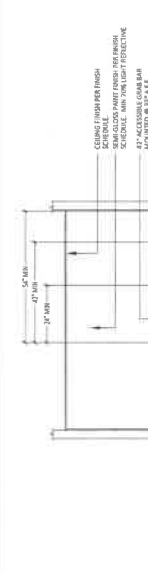
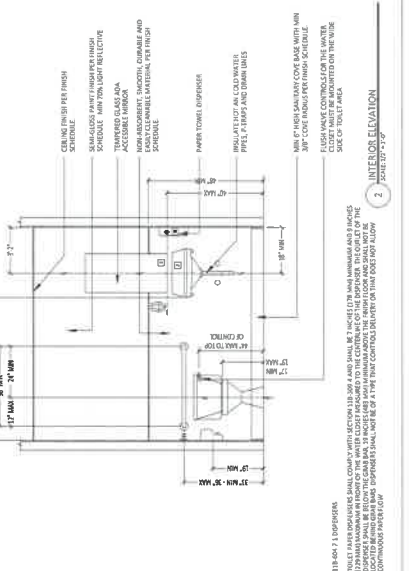
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1	10/10/22	PLANNING DEPT MEET

DRAWN BY: FRANK WRIGHT  
CHECKED BY: FRANK WRIGHT  
PRINTED ON: 10/10/22  
PERMIT NO.:  
TITLE: RESTROOM DETAILS

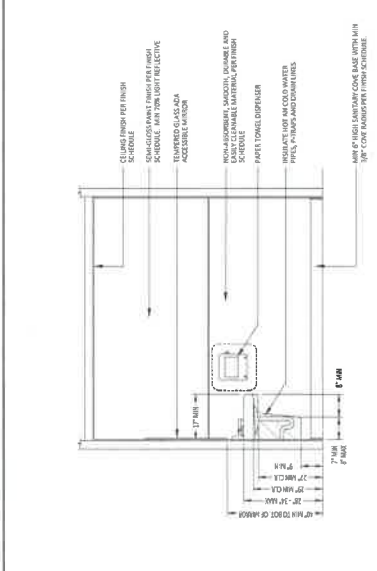
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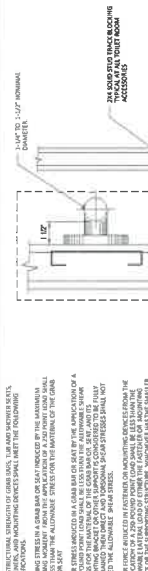
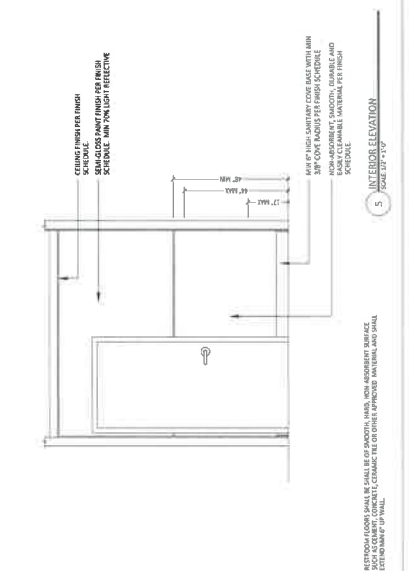
1. TYP. RESTROOM FLOOR PLAN  
SCALE 1/4" = 1'-0"



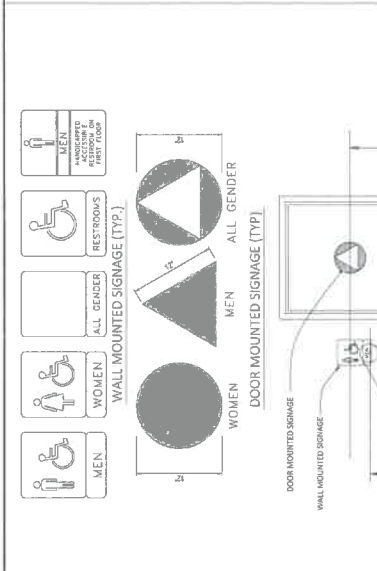
3. INTERIOR ELEVATION  
SCALE 1/4" = 1'-0"



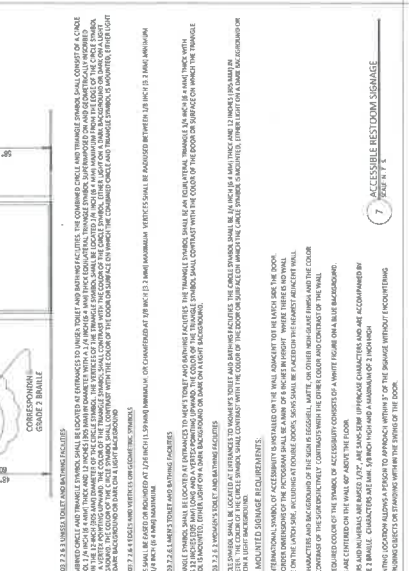
4. INTERIOR ELEVATION  
SCALE 1/4" = 1'-0"



6. GRAB BAR MOUNTING DETAIL  
SCALE 1/4" = 1'-0"



7. ACCESSIBLE RESTROOM SIGNAGE  
SCALE 1/4" = 1'-0"

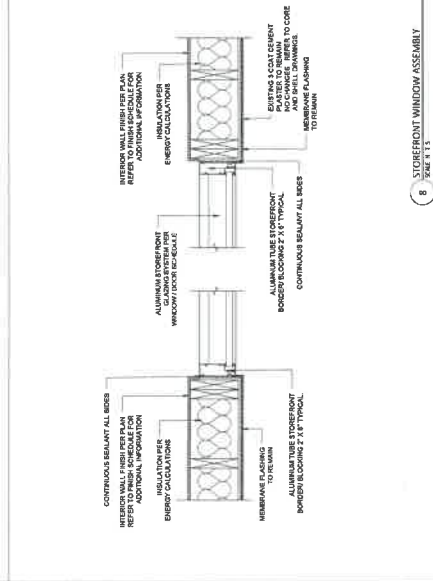


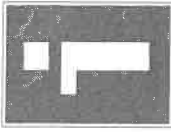
8. PLUMBING FIXTURE ANALYSIS  
SCALE 1/4" = 1'-0"

100-780 2.2.5. UNLESS NOTED, ALL MATERIALS SHALL BE OF THE FOLLOWING QUALITY:  
1. ALL MATERIALS SHALL BE OF THE FOLLOWING QUALITY:  
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ICON & IKON, INC.  
ARCHITECTS AND PLANNERS  
1000 E. FLORENCE AVE.  
HUNTINGTON PARK, CA 90255  
P: 310.881.1111  
F: 310.881.1112  
WWW.ICONANDIKON.COM



OWNER / TENANT: SOCIAL CAR'S, INC.  
3420 E. FLORENCE AVE.  
HUNTINGTON PARK, CA 90255  
310.881.1111

CONDITIONAL USE PERMIT  
SOCAL CAR'S, INC.  
USED AUTOMOBILES SALES  
3420 E. FLORENCE AVE.  
HUNTINGTON PARK, CA 90255

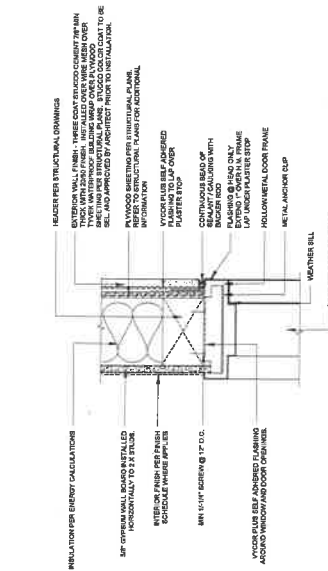
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CHECKED BY: HE WELU  
PRINTED ON: 10/10/2022  
PERMIT NO.

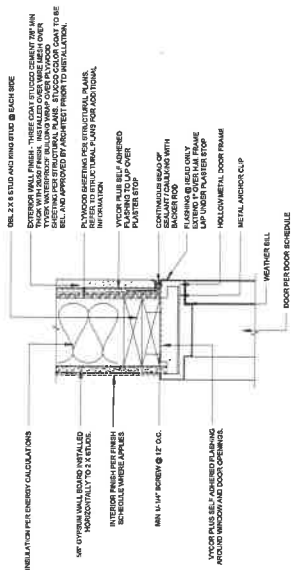
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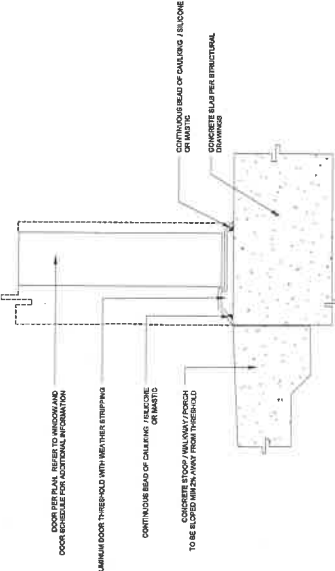
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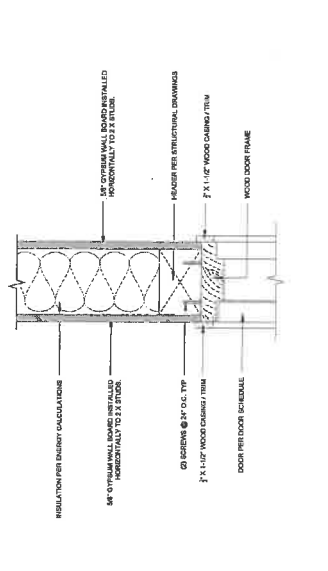
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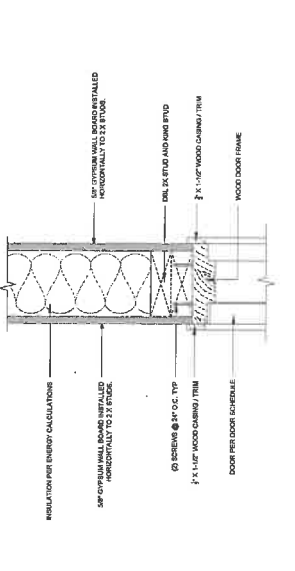
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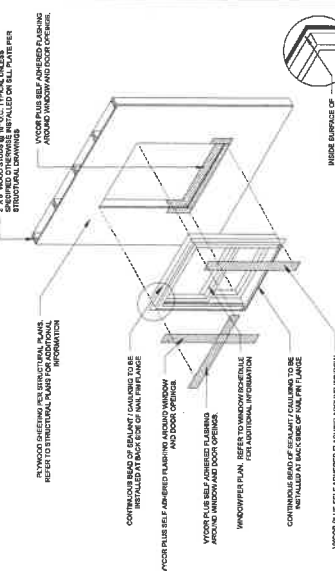
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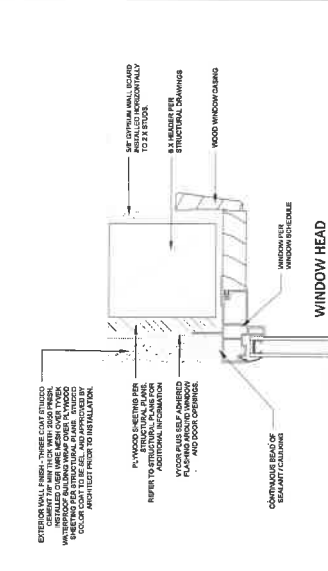
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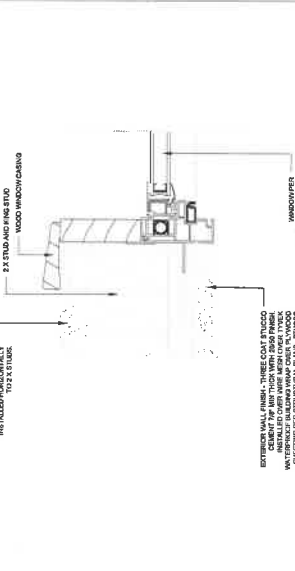
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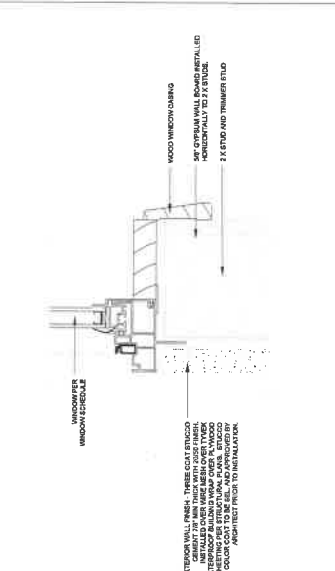
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WINDOW SILL  
SCALE: N.T.S.



WINDOW JAMB  
SCALE: N.T.S.



WINDOW THRESHOLD  
SCALE: N.T.S.

## ATTACHMENT "F"

## **VICINITY MAP**

**EXHIBIT F**

**CUP CASE NO. 2021-03A**



Vicinity Map for SoCal Cars

3420 East Florence Avenue

Huntington Park, CA 90255

## ATTACHMENT "G"

# **ASSESSOR'S PARCEL MAP**

**EXHIBIT     G**

**CASE NO. 2021-03A CUP**

6213 3  
SCALE 1" = 60'

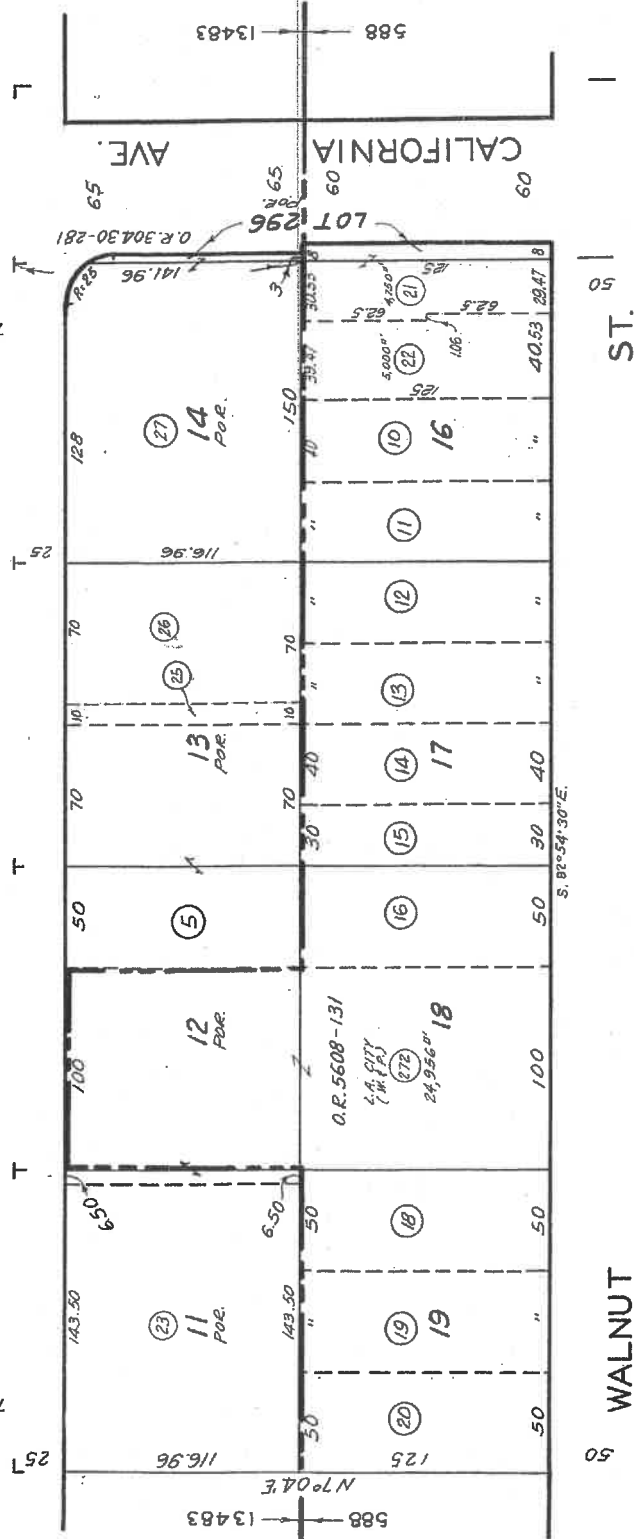
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5-25-62  
8-27-62  
2-11-63  
11-27-63 P.  
4-3-64  
760226504  
20031014

660729  
700225

FLORENCE

AVE.



TRACT NO. 2599

M. B. 26-50

CODE  
588  
13483

FOR PREV. ASSM'T. SEE: 1839-3

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.