

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Tuesday, March 21, 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. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

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

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

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

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

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

PUBLIC COMMENT

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

JOIN VIRTUALLY AT:

<https://zoom.us/j/97897123169?pwd=NkhsNEFacUZCMmJyVFRkOFBsOXZMdz09>

OR PARTICIPATE BY PHONE AT:

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

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

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

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

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

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

ADDITIONS/DELETIONS TO AGENDA

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

IMPORTANT NOTICE

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

CALL TO ORDER

ROLL CALL

Mayor 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. **CERTIFICATE OF RECOGNITION TO MILLAN'S RANCHITO CELEBRATING 40 YEARS OF BUSINESS IN HUNTINGTON PARK**
2. **PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) PRESENTATION**

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

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 City Council Meeting held March 07, 2023

2. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361 AND ASSEMBLY BILL 2449

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 and Assembly Bill 2449.

FINANCE

3. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated March 21, 2023;

END OF CONSENT CALENDAR

REGULAR AGENDA

POLICE DEPARTMENT

4. CONSIDERATION TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$45,577.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2022 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

RECOMMENDED THAT CITY COUNCIL:

1. Accept reimbursable grant funding and increase estimated revenues in the amount of \$45,577.00; and
2. Approve a budget appropriation in the amount of \$45,577.00; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, grant agreement, and documentation; and
4. Authorize the Chief of Police to administer and complete the designated project.

PUBLIC WORKS

5. CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES OF CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)

RECOMMENDED THAT CITY COUNCIL:

1. Award the Professional Services Agreement to Southstar Engineering and Consulting, Inc. for construction management and inspection services as part of the oversight of CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014) for a not-to-exceed amount of \$248,080;
2. Payable from Account No. 202-8080-431.76-21; and
3. Authorize the City Manager to execute the professional services agreement (PSA).

6. CONSIDERATION AND APPROVAL TO SUBMIT THE CITY'S FISCAL YEAR 2023-24 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to submit the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for Fiscal Year 2023-24.

7. CONSIDERATION AND APPROVAL TO SUBMIT CLEAN CALIFORNIA LOCAL GRANT PROGRAM CYCLE 2 FUNDING APPLICATION

RECOMMENDED THAT CITY COUNCIL:

1. Approve staff to submit the Clean California Local Grant Program Cycle 2 application to the California Department of Transportation; and
2. Authorize the City Manager to sign all applicable documents.

8. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-12 WATER QUALITY GREEN STREETS PROJECT ON SALT LAKE AVENUE BETWEEN WALNUT STREET AND SANTA ANA STREET

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified architectural/engineering firms for the preparation of Plans, Specifications and Estimate of CIP 2022-12 Water Quality Green Streets Project on Salt Lake Avenue between Walnut Street and Santa Ana Street.

9. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE TO ENHANCE THE PLAYGROUNDS AS PART OF CIP 2022-03 SALT LAKE PARK AND CIP 2022-06 FREEDOM PARK

RECOMMENDED THAT CITY COUNCIL:

1. Award a Professional Services Agreement (Attachment 1) for the preparation of Plans, Specifications, and Estimate of new playgrounds as part of CIP 2022-03 Salt Lake Park and CIP 2022-06 Freedom Park to David Volz Design for a not-to-exceed amount of \$49,932; and
2. Authorize the appropriation of \$24,966 into Account No. _____ as City staff seeks reimbursement of State funds as work progresses (Attachment 2);
3. Authorize payment of the remaining balance of \$24,966 from Account No. _____ Special Events Contributions (Attachment 3); and

4. Authorize the City Manager to execute the professional services agreement.

10. CONSIDERATION AND APPROVAL TO AWARD A CONTRACT FOR THE FABRICATION AND INSTALLATION OF THE WELCOME TO HUNTINGTON PARK MONUMENT SIGN ON THE NORTH END OF PACIFIC BOULEVARD

RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to fabricate and install the monument sign to Bravo Sign & Design for a not-to-exceed fee of \$17,040.25 payable from Account 111-8022-419.56-41; and
2. Authorize the City Manager to execute the contract.

COMMUNITY DEVELOPMENT

11. CONSIDERATION AND APPROVAL OF THE 2023 GENERAL PLAN ANNUAL PROGRESS REPORT

RECOMMENDED THAT CITY COUNCIL:

1. Approve the 2023 General Plan Annual Progress Report.

END OF REGULAR AGENDA

PUBLIC HEARINGS

12. CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT THREE TO THE FY 2021-2022 ANNUAL ACTION PLAN (AAP) FOR THE HOME INVESTMENT PARTNERSHIPS- AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN FOR SUBMITTAL TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing.
2. Take public testimony.
3. Approve the HOME-ARP Allocation Plan and Substantial Amendment Three to the to the Fiscal Year 2021-2022 Annual Action Plan, inclusive of any comments received by the City Clerk during the 30-day public comment period.
4. Authorize the City Manager to make the appropriate amendments as described in Substantial Amendment Three.
5. Authorize the City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD); and
6. Amend the Fiscal Year 2021-2022 Budget in accordance with the approved Substantial Amendment, as follows:

END OF PUBLIC HEARINGS

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 tonight’s meeting in memory of Benjamin Jose Garcia Martinez to a Regular Meeting on Tuesday, April 4, 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 not less than 72 hours prior to the meeting. Dated this 16th day of March 2023.



Eduardo Sarmiento, City Clerk

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, March 07, 2023

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 6:02 p.m. on Tuesday, February 21, 2023, 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, Vice Mayor Marilyn Sanabria and Mayor Eduardo "Eddie" Martinez.

ABSENT: None

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. **CERTIFICATE OF RECOGNITION TO THE WRESTLING GUY STORE
CELEBRATING TEN YEARS OF BUSINESS IN HUNTINGTON PARK**
2. **CERTIFICATE OF APPRECIATION TO SURF BUS FOUNDATION**
3. **CERTIFICATE OF APPRECIATION TO PACIFIC ELEMENTARY SCHOOL
TEACHERS**
4. **PROCLAMATION FOR WOMEN'S HISTORY MONTH**

PUBLIC COMMENTS

The following members of the public provided public comment:

1. Dorothy Lowe
2. Yatoyo Toy
3. Alejandro Villapando
4. Christian Contreras
5. Ebonique (No last name given)
6. Kevin Cervantes

7. Yvonne Correa
8. Maricela Talamantes
9. Francisco Rivera

STAFF RESPONSE

City Attorney Araceli Almazan addressed the public comments related to Anthony Lowe. She stated that due to this being an active investigation the City and City Council are not in any position to comment on the facts regarding the ongoing investigation. She then clarified that the city upon receipt of a claim has a number of days to reject that claim and if it is not rejected within a very specific number of days it is deemed rejected by operation of law at which point council can file a lawsuit as it relates to the matter discussed during public comment.

Police Chief Lozano provided a response related the 58th Street alley. He shared that the police department continues to police that alley a minimum of three times per 24 hour period. When officers contact the individual's in the alley they are not involved in any criminal activity but police do clear the area because loitering is not permitted. Once officers leave the area the individuals return. He added that in addition to the patrols, police are also dispatched to the area when calls are received from residents. Then addressed the property line that has been marked off to identify private property. He stated that property owners should call police and report any intrusions onto private property. He then addressed the comment related how many patrol personnel. He stated that the Police Department does deploy an adequate amount of police personnel into the community. This includes patrol officers, parking enforcement, and public safety officers. He added that the Police Department also has an agreement with the Police Officers Union that mandate a certain number of officers be deployed per shift with varying ranks and specialized teams that work with and augment police presence in the community. He closed by sharing that the Police Department operates on a standing mutual aid agreement with neighboring departments and the Los Angeles County Sheriff's department that can deploy at a moments notice.

CLOSED SESSION

City Attorney Araceli Almazan stated that it is appropriate to recess to closed session. Mayor Martinez recessed into closed session at 7:25 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. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code Section 54957(b)(1)

Mayor Martinez reconvened the Council meeting from Closed Session at 8:15 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with all five Councilmembers present, the three items on the closed session agenda were

discussed. With regard to item number one (1) Council was briefed but no reportable action was taken. With regard to first matter listed under item number two (2) on the closed session agenda, Council was briefed, and direction was provided. With regard to second matter listed under item number two (2) on the closed session agenda, Council was briefed but no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

Prior to addressing the consent calendar Councilmember Flores stepped away from the dais.

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

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

NOES: None

ABSTAINED: Council Member Flores

1. CITY COUNCIL MEETING MINUTES

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

1. Regular Successor Agency held February 21, 2023

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated March 7, 2023;

END OF CONSENT CALENDAR

REGULAR AGENDA

Prior to item three (3) on the agenda beginning Councilmember Arturo Flores returned to the dais.

PUBLIC WORKS

3. REJECT BID RECEIVED FOR CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

RECOMMENDED THAT CITY COUNCIL:

MOTION: Councilmember Ortiz moved to reject the bid received for CIP 2018-11 Active Transportation Program Cycle IV Project No. ATPL-5150(014) in accordance with Public Contract Code Section 22038(a)(1); and authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and authorize staff to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1, seconded by Vice Mayor Sanabria. Motion carried by unanimous consent.

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

NOES: None

4. APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)

MOTION: Councilmember Macias moved to approve acceptance of work performed by Elecnor Belco Electric, Inc. for the construction of CIP 2017-03 Active Transportation Program Cycle III Project No. ATPL-5150(015); and authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and release the 5% retention in the amount of \$46,872.70 to Elecnor Belco Electric, Inc. 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

5. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE AND ADOPTION OF RESOLUTION ACCEPTING THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S CLEAN CALIFORNIA LOCAL GRANT

MOTION: Vice Mayor Sanabria moved to authorize staff to publish and solicit a Request for Proposal (RFP) (Attachment 1) from qualified engineering firms for the preparation of Plans, Specifications and Estimate for CIP 2022-11 Huntington Park Litter Abatement and Beautification Project; and approve Resolution (Attachment 2) accepting the California Department of Transportation's Clean California Local Grant; and authorize the City Manager to sign all applicable documents, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

FINANCE

6. APPROVAL OF AUTHORIZED SIGNERS AT LOCAL AGENCY INVESTMENT FUND (LAIF) AND RESOLUTION AUTHORIZING INVESTMENTS AT LAIF.

MOTION: Councilmember Macias moved to authorize new signers for the City's Local Agency Formation Fund (LAIF); and approve Resolution authorizing investment of idle cash balances at LAIF, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

HUMAN RESOURCES

7. RESOLUTION ADOPTING AN EXTENSION AND REVISED COMPENSATION PLAN AND PERSONNEL RULES FOR NON-REPRESENTED EMPLOYEES

Item seven (7) was pulled from the agenda by request of the City Manager.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

Police Chief Cosme Lozano announced that the next meet your police meeting is scheduled for Thursday March 30, 2023 at 6:00pm at the Salt Lake Park Community Center. He encouraged everyone to attend the event. He also shared that applications are being accepted for the police explorer program for children.

Director of Community Development Steve Forster advise that the minor home repair program is live on the city's website. He added that this is an opportunity for community members to apply for grant funding for up to \$25,000 for minor home repairs. He also mentioned that first-time home buyer workshops continue to be held and encouraged everyone to attend.

Communications Director Sergio Infanzon shared information on upcoming events and available resources provided in the Huntington Park newsletter.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz requested staff address the potholes that were caused by the excessive rain. She also requested a status update regarding the statues at Veteran Park and the Huntington Park signage that was damaged by a commuter. She then requested staff conduct an audit of all the slides and swings at the local parks. She concluded her

comments by thanking staff for their efforts.

Councilmember Macias thanked staff, employees, and her colleagues for all their hard work and wished everyone a good night.

Councilmember Flores thanked all the staff who participated in the Veterans brunch event. He added that he received good feedback and has received multiple requests from surrounding city's that would like to participate next year.

Vice Mayor Sanabria reminded everyone in the community about Earth Day on April 15, 2023. She added that historically bulky item pick ups have been offered and will continue this year. She asked everyone who plans to participate please plan ahead and make sure items are put out by Friday April 14, 2023 at 6:00pm to ensure prompt pick up. She closed by thanking everyone for all their hard work.

Mayor Martinez thanked staff for always keeping everyone safe and providing a health environment. He then requested staff investigate the signage at Florence near Salt Lake Park because the lights around the sign don't seem to be functioning.

ADJOURNMENT

Mayor Martinez adjourned the meeting in memory of Ramon Salvador Gonzalez at 8:31 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday March 21, 2023 at 6:00 pm

Respectfully submitted


Eduardo Sarmiento, City Clerk

ITEM NO. 2



CITY OF HUNTINGTON PARK

City Clerk's Office
City Council Agenda Report

March 21, 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 AND ASSEMBLY BILL 2449

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 and Assembly Bill 2449.

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 states of emergency under modified Brown Act provisions. The Governor is ending California's State of Emergency on February 28, 2023, and in order for local governments to continue the use of remote meeting provisions under AB 361 local officials are required to impose or recommend measures to promote social distancing. However, the provisions enacted in AB 361 providing flexibility to meet remotely during a proclaimed emergency ***will sunset on January 1, 2024.***

However, **AB 2449**, which also amended the Brown Act, allows local governments to hold public meetings remotely if at least a quorum of the members of the governing body participates in person from a single location. Members participating remotely must give notice and just cause at the earliest opportunity, or else must request and receive permission to participate remotely. Even then, AB 2449 limits the number of times a member may participate remotely. While local governments have limited time to utilize the authority provided under AB 361, they may continue to hold public meetings remotely pursuant to the requirements set forth under AB 2449.

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

March 21, 2023

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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 State of Emergency

The bill amends the Brown Act to allow local agencies to continue using teleconferencing and virtual meeting technology *as long as there is a local "proclaimed state of emergency."*

(B) Public Participation and Public Comment

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

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

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

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

(C) Technical Issues

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

March 21, 2023

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

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

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

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

Additionally, AB 2449 clarifies on the following:

AB 2449 does not extend AB 361, which still sunsets on January 1, 2024. Instead, the bill implements another temporary exception authorizing agencies to meet by teleconference without strict compliance with the traditional notice and physical access requirements. Notably, where AB 361 is based on an agency's need for teleconferencing, AB 2449's new framework is based on the circumstances of individual members of the legislative body.

Beginning January 1, 2023, the legislative body of a local agency can use teleconferencing without noticing each teleconference location or making it publicly accessible, provided at least a quorum of the body participates in person at a single physical location that is identified on the agenda, open to the public, and within the boundaries of the agency, and provided that other requirements regarding accessibility are met. However, an individual member of the legislative body may participate remotely only in one of two circumstances:

1. With "just cause", the member can participate remotely after giving notice as soon as possible. AB 2449 defines "just cause" as (a) a family childcare or caregiving need; (b) a contagious illness; (c) a need related to a physical or mental disability that is not otherwise accommodated; or (d) travel while on

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

March 21, 2023

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official business. The bill also limits a member to participating remotely under this provision to two meetings per calendar year.

2. In "emergency circumstances," defined as a physical or family emergency that prevents the member from attending in person, the member can participate remotely by requesting approval to do so from the legislative body. The legislative body may take action on the request as soon as possible, including at the beginning of the meeting, even if there was not sufficient time to place the request formally on the agenda.

Under either circumstance, the member in question must give a general description of the circumstances relating to their need to appear remotely, but need not disclose any medical diagnosis, disability, or other confidential medical information.

In addition, AB 2449 provides that a member cannot participate solely by teleconference under the new teleconference framework for more than 3 consecutive months or more than 20 percent of the agency's regular meetings (more than two meetings if the agency meets fewer than 10 times per year).

Outside of the limited circumstances authorized by AB 2449 (and until January 2024, AB 361) public meetings can still occur via teleconference if the legislative body complies with the general (pre-pandemic) agenda, notice, and quorum requirements of the Brown Act.

The new statutory authorization expires by its own terms on January 1, 2026. At that point, absent further legislation, the Brown Act's teleconferencing provisions will revert to essentially the same language as before the pandemic.

FISCAL IMPACT/FINANCING

There is no fiscal impact with this action.

CONCLUSION

The goal of AB 361 and AB 2449 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

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

RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Resolution Authorizing the City to Implement Teleconferenced Open Meetings Pursuant to Assembly Bill 361 and Assembly Bill 2449
- B. Full Text of Assembly Bill 361 and Assembly Bill 2449

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 Council of the City of Huntington Park continues to respond to the spread of coronavirus disease, and now hereby finds that international, national, state, and local health and governmental authorities are continuing to respond to an outbreak of said respiratory disease caused by a novel coronavirus, also known and abbreviated as COVID-19, ("COVID-19"); 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, Chapter 4-4.06, et seq. of the Huntington Park Municipal Code authorizes the City Council to proclaim the existence or threatened existence of a local emergency, and further authorizes the Director of Emergency Services with enumerated powers when the Governor or County has declared a state of emergency, which has been the case as discussed hereinabove as it relates to COVID-19; and

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

WHEREAS, all meetings of the City of Huntington Park's City Council are open and public, as required by the Ralph M. Brown Act (Gov't Code § 54950 – 54963), so that any member of the public may attend, participate, and watch the City's Council conduct their business; 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 March 17, 2020, the Governor issued Executive Order N-29-20, which suspended and modified the teleconferencing requirements under the Brown Act (Gov't. Code § 54950 et seq.) so that local agencies can hold public meetings via teleconferences (with audio or video communications, without a physical meeting location), as long as the meeting agenda identifies the teleconferencing procedures to be used; 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
direct or indirect physical changes in the environment and is exempt pursuant to Section
15269(c) of the CEQA Guidelines, as specific actions necessary to prevent or mitigate an
emergency; and

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

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

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

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

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

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

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

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

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

27 **SECTION 5.** It is hereby proclaimed and ordered that during the existence of said
28 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.

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

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

PASSED, APPROVED AND ADOPTED this 21st day of March 2023.

Eduardo Martinez,
Mayor

ATTEST:

Eduardo Sarmiento,
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.



AB-2449 Open meetings: local agencies: teleconferences. (2021-2022)

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Date Published: 09/14/2022 09:00 PM

Assembly Bill No. 2449

CHAPTER 285

An act to amend, repeal, and add Sections 54953 and 54954.2 of the Government Code, relating to local government.

[Approved by Governor September 13, 2022. Filed with Secretary of State September 13, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2449, Blanca Rubio. Open meetings: local agencies: teleconferences.

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 generally requires posting an agenda at least 72 hours before a regular meeting that contains a brief general description of each item of business to be transacted or discussed at the meeting, and prohibits any action or discussion from being undertaken on any item not appearing on the posted agenda. The act authorizes a legislative body to take action on items of business not appearing on the posted agenda under specified conditions. The act contains specified provisions regarding providing for the ability of the public to observe and provide comment. 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.

Existing law, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with those specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect, or in other situations related to public health.

This bill would revise and recast those teleconferencing provisions and, until January 1, 2026, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements that each teleconference location be identified in the notice and agenda and that each teleconference location be accessible to the public if at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the local agency's jurisdiction. Under this exception, the bill would authorize a member to participate remotely under specified circumstances, including participating remotely for just cause or due to emergency circumstances. The emergency circumstances basis for remote participation would be contingent on a request to, and action by, the legislative body, as prescribed. The bill, until January 1, 2026, would authorize a legislative body to consider and

take action on a request from a member to participate in a meeting remotely due to emergency circumstances if the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting for which the request is made. The bill would define terms for purposes of these teleconferencing provisions.

This bill would impose prescribed requirements for this exception relating to notice, agendas, the means and manner of access, and procedures for disruptions. The bill would require the legislative body to implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with federal law.

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.

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.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 54953 of the Government Code, as amended by Section 3 of Chapter 165 of the Statutes of 2021, 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. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall 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.

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

(D) 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.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. 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).

(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 (Division 10 (commencing with Section 7920.000) 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) The legislative body of 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) 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.

(B) In the event of a disruption that prevents the legislative body 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 that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative 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 that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(C) 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.

(D) 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.

(E) (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) This subdivision shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(f) (1) The legislative body of a local agency may use teleconferencing without complying with paragraph (3) of subdivision (b) if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction and the legislative body complies with all of the following:

(A) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(i) A two-way audiovisual platform.

(ii) A two-way telephonic service and a live webcasting of the meeting.

(B) 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.

(C) The agenda shall identify and include an opportunity for all persons to attend and address the legislative body directly pursuant to Section 54954.3 via a call-in option, via an internet-based service option, and at the in-person location of the meeting.

(D) In the event of a disruption that prevents the legislative body 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 that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative 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 that prevents the legislative body 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.

(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.

(2) A member of the legislative body shall only participate in the meeting remotely pursuant to this subdivision, if all of the following requirements are met:

(A) One of the following circumstances applies:

(i) The member notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting. The provisions of this clause shall not be used by any member of the legislative body for more than two meetings per calendar year.

(ii) The member requests the legislative body to allow them to participate in the meeting remotely due to emergency circumstances and the legislative body takes action to approve the request. The legislative body shall request a general description of the circumstances relating to their need to appear remotely at the given meeting. A general description of an item generally need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code). For the purposes of this clause, the following requirements apply:

(I) A member shall make a request to participate remotely at a meeting pursuant to this clause as soon as possible. The member shall make a separate request for each meeting in which they seek to participate remotely.

(II) The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the legislative body may take action at the beginning of the meeting in accordance with paragraph (4) of subdivision (b) of Section 54954.2.

(B) The member shall publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

(C) The member shall participate through both audio and visual technology.

(3) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.

(g) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(h) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(i) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing members of the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(j) For the purposes of this section, the following definitions shall apply:

(1) "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person.

(2) "Just cause" means any of the following:

(A) A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(B) A contagious illness that prevents a member from attending in person.

(C) A need related to a physical or mental disability as defined in Sections 12926 and 12926.1 not otherwise accommodated by subdivision (g).

(D) Travel while on official business of the legislative body or another state or local agency.

(3) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to subdivision (f), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(4) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting. Watching or listening to a meeting via webcasting or another similar electronic medium that does not permit members to interactively hear, discuss, or deliberate on matters, does not constitute remote participation.

(5) "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).

(6) "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.

(7) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic function.

(8) "Two-way telephonic service" means a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform, and allows participants to dial a telephone number to listen and verbally participate.

(9) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

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

SEC. 2. Section 54953 of the Government Code, as added by Section 4 of Chapter 165 of the Statutes of 2021, 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. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall 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.

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

(D) 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.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. 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).

(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 (Division 10 (commencing with Section 7920.000) 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) The legislative body of a local agency may use teleconferencing without complying with paragraph (3) of subdivision (b) if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction and the legislative body complies with all of the following:

(A) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(i) A two-way audiovisual platform.

(ii) A two-way telephonic service and a live webcasting of the meeting.

(B) 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.

(C) The agenda shall identify and include an opportunity for all persons to attend and address the legislative body directly pursuant to Section 54954.3 via a call-in option, via an internet-based service option, and at the in-person location of the meeting.

(D) In the event of a disruption that prevents the legislative body 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 that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative 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 that prevents the legislative body 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.

(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.

(2) A member of the legislative body shall only participate in the meeting remotely pursuant to this subdivision, if all of the following requirements are met:

(A) One of the following circumstances applies:

(i) The member notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting. The provisions of this clause shall not be used by any member of the legislative body for more than two meetings per calendar year.

(ii) The member requests the legislative body to allow them to participate in the meeting remotely due to emergency circumstances and the legislative body takes action to approve the request. The legislative body shall request a general description of the circumstances relating to their need to appear remotely at the given meeting. A general description of an item generally need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code). For the purposes of this clause, the following requirements apply:

(I) A member shall make a request to participate remotely at a meeting pursuant to this clause as soon as possible. The member shall make a separate request for each meeting in which they seek to participate remotely.

(II) The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the legislative body may take action at the beginning of the meeting in accordance with paragraph (4) of subdivision (b) of Section 54954.2.

(B) The member shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

(C) The member shall participate through both audio and visual technology.

(3) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.

(f) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities

Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(g) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(h) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing members of the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(i) For the purposes of this section, the following definitions shall apply:

(1) "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person.

(2) "Just cause" means any of the following:

(A) A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(B) A contagious illness that prevents a member from attending in person.

(C) A need related to a physical or mental disability as defined in Sections 12926 and 12926.1 not otherwise accommodated by subdivision (f).

(D) Travel while on official business of the legislative body or another state or local agency.

(3) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to subdivision (e), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(4) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting. Watching or listening to a meeting via webcasting or another similar electronic medium that does not permit members to interactively hear, discuss, or deliberate on matters, does not constitute remote participation.

(5) "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.

(6) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic function.

(7) "Two-way telephonic service" means a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform, and allows participants to dial a telephone number to listen and verbally participate.

(8) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

(j) This section shall become operative January 1, 2024, shall remain in effect only until January 1, 2026, and as of that date is repealed.

SEC. 3. 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, 2026.

SEC. 4. Section 54954.2 of the Government Code is amended to read:

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's Internet Web site, if the local agency has one. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42

U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an Internet Web site, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary Internet Web site homepage of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used Internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an Internet Web site and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary Internet Web site homepage of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an Internet Web site with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) For the purposes of this paragraph, both of the following definitions shall apply:

(i) "Integrated agenda management platform" means an Internet Web site of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(ii) "Legislative body" has the same meaning as that term is used in subdivision (a) of Section 54952.

(E) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in

response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(4) To consider action on a request from a member to participate in a meeting remotely due to emergency circumstances, pursuant to Section 54953, if the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting for which the request is made. The legislative body may approve such a request by a majority vote of the legislative body.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's Internet Web site, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

(e) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

SEC. 5. Section 54954.2 is added to the Government Code, to read:

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's Internet Web site, if the local agency has one. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an Internet Web site, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary Internet Web site homepage of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not

be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used Internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an Internet Web site and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary Internet Web site homepage of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an Internet Web site with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) For the purposes of this paragraph, both of the following definitions shall apply:

(i) "Integrated agenda management platform" means an Internet Web site of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(ii) "Legislative body" has the same meaning as that term is used in subdivision (a) of Section 54952.

(E) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's Internet Web site, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

(e) This section shall become operative January 1, 2026.

SEC. 6. The Legislature finds and declares that Sections 1 and 2 of this act, which amend Section 54953 of the Government Code, impose a limitation on 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:

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 hospital 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. 7. The Legislature finds and declares that Sections 1 and 2 of this act, which amend 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.

ITEM 3

FUND	DESCRIPTION
287	Solid Waste Recycle Grant
288	COMPBC
293	PUBLIC FIN. AUTHOR.L/T DT
299	CDC Special Revenue Fund
322	STIP Transportation Fund
334	Ped/Bike Path Fund
335	Energy Efficient Grant
345	Rails To Trails Randolph
346	Bike Lane State Street
347	SRTS Middleton Elementary
348	Pacific Blvd Ped Improve
349	Capital Improvement Fund
475	HP PUBLIC FINANCE AUTHOR
533	Business Improv Dist Fund
535	Strt Lght & Lndscp Assess
681	Water Department Fund
741	Fleet Maintenance
742	Information Technology
745	Self Insurance
746	Employee Benefit Fund
748	Veh & Equip Replacement
779	Deferred Comp. Trust Fund
800	Pooled Cash
801	Pooled Cash Fund
802	Pooled Interest
993	Public Fin Authority LTD
994	General Fixed Assets Acct
995	General LTD Account Grp
996	General Long Term Debt
997	CDC Gnrl LTD Account Grp
998	Reserve Template Fund
999	Pooled Cash/Template

List of Funds - City of Huntington Park

FUND	DESCRIPTION	FUND	DESCRIPTION
111	General Fund	230	Homeland Security Fund
112	Waste Collection/Disposal	231	Parking System Fund
114	Spec Events Contributions	232	Art in Public Places Fund
115	General Fund Reserve	233	Bullet Proof Vest Grant
116	Retirement Fund	234	Congressional Earmark
120	Special Revenue DNA ID	235	Federal Street Improvmnt
121	Special Revnu Welfare Inm	236	HUD Economic Empowerment
122	Prevention Intervention	237	Community Planning
123	Board of Corrections LEAD	238	Air Pollution Grant
124	Auto Theft Prevention	239	Federal CDBG Fund
150	Emergency Preparedness	240	HUD EZ/EC Soc Sec Block
151	Economic Development	241	CalHome
152	Greenway Linear Park Proj	242	HUD Home Program
200	LACTMA TOD	243	HUD 108 B03MC060566
201	Environmental Justice	244	HUD EDI Grant
202	CFP Crosswalks	245	EPA Brownfield
203	ATP Randolph Rail-Trail	246	LBPHCP-Lead Base
204	SR2S Middleton Safe Route	247	Neighborhood Stabilization
205	CFP Pacific Blvd	248	Homelessness Prevention
206	CFP I Park Pay Station	249	DEPT OF TOXIC SUBSTANCES
207	CFP Signal Synchronizatio	250	DTSC Grant
208	CMAQ Metro Rapid	251	Land & Water Conservation
209	CFP City Street Resurfac	252	ABC
210	Measure M	253	DEBT SERVICE FUND
211	Road Maint & Rehab SB1	257	CDC Merged Project Fund
212	P & R Grants	258	CDC Merged Debt Service
213	Park Facilities	259	CDC Low/Mod Income Housin
214	Recreation Field Charter	262	CDC Neighbor Preservn Cap
215	Trees for A Better Enviro	263	CDC Neighbor Presrvn Debt
216	Employees Retirement Fund	264	CDC Nghbr Prsrvn Low/Mod
217	OPEB	267	CDC Sta Fe Redev Project
218	PARS	268	CDC Sta Fe Debt Service
219	Sales Tax-Transit Fund A	269	CDC Sta Fe Low/Mod Income
220	Sales Tax-Transit C	270	Successor Agency Merge
221	State Gasoline Tax Fund	271	Successor Agency Merg Prj
222	Measure R	272	Successor Agency Low Mod
223	Local Origin Program Fund	273	Successor Agency NHP
224	Office of Traffic & Safety	274	Successor Agency NHP Prj
225	Cal Cops Fund	275	Successor Agency
226	Air Quality Improv Trust	276	SUCCESSOR AGENCY-GF
227	Offc of Criminal Justice	283	Sewer Maintenance Fund
228	State Dept. of Justice	285	Solid Waste Mgmt Fund
229	Police Forfeiture Fund	286	Illegal Disposal Abatemnt

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
2018-3 IH BORROWER LP	000023513	681-0000-228.70-00	WATER DEPOSIT REFUND	64.65
				\$64.65
4IMPRINT INC	10884235	111-0110-411.58-26	ORDERED SUPPLIES VETERANS	2,540.19
	10884235	111-0110-411.58-26	SUPPLIES FOR VETERANS	0.01
				\$2,540.20
ABERGEL, MICHAEL	000021581	681-0000-228.70-00	WATER DEPOSIT REFUND	102.26
				\$102.26
ACEVEDO, VICTOR	000018329	681-0000-228.70-00	WATER DEPOSIT REFUND	43.54
				\$43.54
ADVANCE AUTO PARTS PROFESSIONAL	8799305353279	741-8060-431.43-20	PARTS FOR PW UNIT	205.01
				\$205.01
AIRESPRING INC.	170089776	111-9050-462.56-41	CLOUD ON PREMISES DATA	1,116.57
				\$1,116.57
ALADDIN LOCK & KEY SERVICE	32875	111-3010-451.61-20	REPLACE DUPLICATE FILE KEY	995.20
				\$995.20
ALL CITY MANAGEMENT SERVICES,INC	83585	111-7022-421.56-41	SCHOOL CROSSING GUARD SVC	12,607.69
				\$12,607.69
ALMA VISION HISPANIC NETWORK	000016907	681-0000-228.70-00	WATER DEPOSIT REFUND	18.41
				\$18.41
ALONSO, CANDELARIA	000023829	681-0000-228.70-00	WATER DEPOSIT REFUND	30.33
				\$30.33
ALTERNATIVE RESOLUTION CENTERS ADR	78M7772	745-9031-413.52-30	CLAIM SETTLEMENT	2,305.00
				\$2,305.00
ALVAREZ-GLASMAN & COLVIN	INV20221020520	111-0220-411.32-70	LEGAL SERVICES	72,833.79
	INV20221020521	111-0220-411.32-70	LEGAL SERVICES	1,673.00
	INV20221020522	111-0220-411.32-70	LEGAL SERVICES	2,398.00
	INV20221020523	111-0220-411.32-70	LEGAL SERVICES	101.50
	INV20221020524	111-0220-411.32-70	LEGAL SERVICES	20,084.33
	INV20221020525	111-0220-411.32-70	LEGAL SERVICES	359.50
	INV20221120520	111-0220-411.32-70	LEGAL SERVICES	24,363.49
	INV20221120581	111-0220-411.32-70	LEGAL SERVICES	27,669.60
	INV20221120582	111-0220-411.32-70	LEGAL SERVICES	176.00
	INV20221120583	111-0220-411.32-70	LEGAL SERVICES	1,364.00
	INV20221120584	111-0220-411.32-70	LEGAL SERVICES	47.00
	INV20221120585	111-0220-411.32-70	LEGAL SERVICES	684.00
	INV20221120586	111-0220-411.32-70	LEGAL SERVICES	14,308.69
				\$166,062.90
AMADOR, ALICIA	000003935	681-0000-228.70-00	WATER DEPOSIT REFUND	11.87
				\$11.87
AMAZON.COM SERVICES, INC.	16GP-7KKP-QKKX	111-6010-451.61-20	OFFICE SUPPLIES	190.68
	1XF3-FDNDV-CCWR	111-6010-451.61-20	OFFICE SUPPLIES	27.54
	1QN6-6WWG-F1W6	111-6065-451.57-46	SENIOR DANCE PROGRAM	245.98
	14YM-VRLH-KN7G	239-6060-490.61-60	REPLACEMENT RECEPTACLES	1,542.33
	1PVL-4CNL-Y43Q	239-6060-490.61-60	REPLACEMENT RECEPTACLES	881.96
	1QW9-WH3Y-4YMQ	239-6060-490.61-60	TRASH RECEPTACLES	2,590.75

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMAZON.COM SERVICES, INC.	1X79-LN7D-6PTN	239-6060-490.61-60	REC EQUIP. AFTERSCHOOL	837.25
	1GP6-4D7Q-3NTD	239-6065-466.61-20	SENIOR SUPPLIES	849.58
	1HC3-TVWJ-9NWK	239-6065-466.61-20	SENIOR SUPPLIES	760.60
	1HVM-Q61Y-16NF	239-6065-466.61-20	OFFICE SUPPLIES	967.20
				\$8,893.87
AMIRIANFAR, SAHAR	000020009	681-0000-228.70-00	WATER DEPOSIT REFUND	13.94
				\$13.94
AMTECH ELEVATOR SERVICES	151400997970	111-8022-419.56-41	ELEVATOR MAINTENANCE SVC	45.38
	151401093441	111-8022-419.56-41	ELEVATOR MAINTENANCE SVC	1,040.43
				\$1,085.81
APB PROPERTIES, LLC	000023339	681-0000-228.70-00	WATER DEPOSIT REFUND	988.93
				\$988.93
ARAMARK UNIFORM & CAREER APPAREL	220649	111-0210-413.56-41	ANNUAL WEB FEES 2022	16,781.22
				\$16,781.22
ARROYO BACKGROUND INVESTIGATIONS	2984	111-7010-421.56-41	EMPLOYEE BACKGROUND	1,500.00
				\$1,500.00
ASCAP	1202023	111-6020-451.56-41	MUSIC LICENSE	840.00
				\$840.00
AT&T MOBILITY	X02252023	111-7010-421.53-10	PD WIRELESS PHONES	409.50
				\$409.50
AT&T PAYMENT CENTER	1/28/23-2/27/23	111-7010-421.53-10	PD PHONE SERVICE	4,041.36
				\$4,041.36
AUTO ZONE	4075515704	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	162.06
	4075515736	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	220.48
	4075515740	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	136.42
	4075516413	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	122.38
	4075516580	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	84.87
	4075521890	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	96.76
	4075522619	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	374.83
	4075522932	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	52.70
				\$1,250.50
BABY HUT, J S FOOTWEAR CORP	000017869	681-0000-228.70-00	WATER DEPOSIT REFUND	149.01
				\$149.01
BDG LAW GROUP	32347	745-9031-413.32-70	LEGAL SVCS FOR JAN 1-31	70.00
				\$70.00
BLUE IRIS DESIGNS INC	000024829	681-0000-228.70-00	WATER DEPOSIT REFUND	426.56
				\$426.56
BRADLEYS PLASTIC BAG CO	348062	111-7022-421.61-27	JAIL SUPPLIES	92.00
				\$92.00
BUENA PARK HONDA	498739	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,489.10
				\$1,489.10
CALIFORNIA DEPARTMENT OF TAX AND	L0019592279	741-8060-431.42-05	UNDERGROUND STORAGE TANK	12.12
				\$12.12
CALLYO 2009 CORP.	N17323	111-7010-421.74-10	CLOUD BASED MOBILE COMM	3,540.00
				\$3,540.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CANNON CORPORATION	83779	681-8030-461.43-30	DESIGN SERVICES WELL #16	4,795.75
				\$4,795.75
CARDENAS, ALICE	000000977	681-0000-228.70-00	WATER DEPOSIT REFUND	50.00
				\$50.00
CARRION, MA CARMEN	000019983	681-0000-228.70-00	WATER DEPOSIT REFUND	95.09
				\$95.09
CENTRAL FORD	21958	219-8085-431.43-21	PARTS FOR SHUTTLES	493.22
	22040	219-8085-431.43-21	PARTS FOR SHUTTLES	231.53
	21131 (21099)	741-8060-431.43-20	PARTS FOR PD UNIT	250.17
	21655	741-8060-431.43-20	PARTS FOR PD UNIT	34.64
	21670 (21492)	741-8060-431.43-20	PARTS FOR PD UNIT	72.69
	21783	741-8060-431.43-20	PARTS FOR PD UNIT	42.03
	22088 (21783)	741-8060-431.43-20	PARTS FOR PD UNIT	139.27
	22089	741-8060-431.43-20	PARTS FOR PD UNIT	562.05
	22400	741-8060-431.43-20	PARTS FOR PD UNIT	247.67
	22448	741-8060-431.43-20	PARTS FOR PD UNIT	122.31
	22449	741-8060-431.43-20	PARTS FOR PD UNIT	122.31
	22451	741-8060-431.43-20	PARTS FOR PD UNIT	251.73
				\$2,569.62
CHAMPION CJD	682209	741-8060-431.43-20	PARTS FOR PD UNIT	27.37
				\$27.37
CHARTER COMMUNICATIONS	0514415030123	111-7010-421.53-10	INTERNET CLOUD BACKUP SECURITY	669.85
	0019175030123	111-9010-419.53-10	CITY HALL MAIN SB	39.14
	0389644030123	121-7040-421.56-14	TV SVCS JAIL AREA	387.94
				\$1,096.93
CINTAS CORPORATION NO 3	4145641556	741-8060-431.56-41	UNIFORM DRY CLEANING	417.68
	4146393721	741-8060-431.56-41	UNIFORM SERVICES -PW	632.68
	4147765811	741-8060-431.56-41	UNIFORM SERVICES PW	417.68
				\$1,468.04
CISNEROS, MARIO	000024669	681-0000-228.70-00	WATER DEPOSIT REFUND	19.10
				\$19.10
CITY OF BELL	304	111-9050-462.56-41	CONTRACTUAL SERVICES	7,973.00
				\$7,973.00
CITY TRAFFIC COUNTERS	301126	111-8080-431.61-20	TRAFFIC COUNTS	425.00
	301127	111-8080-431.61-20	TRAFFIC COUNTS	425.00
	301121	202-8080-431.76-20	ATP CYCLE 3 COMPLIANCE	3,700.00
				\$4,550.00
CIVIC PLUS	250706	111-0210-413.56-41	ANNUAL WEBSITE FEE 2023	17,620.28
				\$17,620.28
CLINICAL LAB OF SAN BERNARDINO, INC	2300106-	681-8030-461.56-41	WATER QUALITY TESTING	934.50
	2300312-	681-8030-461.56-41	WATER QUALITY TESTING	349.50
				\$1,284.00
COFEM	03082023	111-0220-411.32-70	COUNCIL DONATION	74,100.00
				\$74,100.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
COMMERCIAL TIRE COMPANY	1-176975	219-8085-431.43-21	TIRES FOR SHUTTLES	778.53
	1-176990	741-8060-431.43-20	TIRES FOR TRACTOR	206.32
	1-GS177000	741-8060-431.43-20	TIRES FOR PD UNITS	817.40
	1-GS177001	741-8060-431.43-20	TIRES FOR PD UNITS	822.43
				\$2,624.68
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW23021304203	221-8014-429.56-41	TRAFFIC SIGNAL MAINT	374.35
				\$374.35
DAPEER, ROSENBLIT & LITVAK	21207	111-0220-411.32-70	LEGAL SERVICES	12,378.23
				\$12,378.23
DATA TICKET INC.	147816	111-5055-419.56-41	CODE ENFORCEMENT JAN 23	331.50
	147965	111-7010-421.61-20	PUBLIC SAFETY MUNICIPAL CODE	12.50
	147864	111-7065-441.61-20	ANIMAL ENFORCEMENT	60.50
				\$404.50
DATAPROSE, INC.	DP23007766	681-3022-415.53-20	POSTAGE FEES	1,489.92
	DP23007766	681-3022-415.56-41	CONTRACT FEES	1,760.30
				\$3,250.22
DE LA CRUZ, ESPERANZA	000013717	681-0000-228.70-00	WATER DEPOSIT REFUND	255.40
				\$255.40
DE LA GARZA, JENNIFER	000020149	681-0000-228.70-00	WATER DEPOSIT REFUND	289.09
				\$289.09
DEARDEN'S	000011325	681-0000-228.70-00	WATER DEPOSIT REFUND	17.06
				\$17.06
DEPARTMENT OF JUSTICE	639697	111-7030-421.56-41	FINGERPRINT APPS	549.00
				\$549.00
DF POLYGRAPH	2023/2	111-7010-421.56-41	POLYGRAPH EXAM	350.00
				\$350.00
DR HYDRAULICS, INC	2774	741-8060-431.43-20	HOISTS REPAIRS	576.29
	2775	741-8060-431.43-20	HOISTS REPAIRS	576.29
				\$1,152.58
DUNN EDWARDS CORPORATION	2009347054	111-8095-431.61-50	GRAFFITI ABATEMENT	945.19
				\$945.19
EDUARDO "EDDIE" MARTINEZ	02282023	111-0110-411.66-05	SUPPLIES FOR MEETING	166.82
				\$166.82
ELEC NOR BELCO ELECTRIC, INC	14-0726-007	202-0000-206.00-00	ACTIVE TRANSPORT PROGRAM	46,872.70
	14-0726-001	202-8080-431.76-20	CONSTRUCTION PROJECT	4,002.10
				\$50,874.80
ESPINOZA, ABRAHAM MELCHOR	000022063	681-0000-228.70-00	WATER DEPOSIT REFUND	82.82
				\$82.82
EXCEL PAVING COMPANY	5-26941	221-8010-431.76-12	ST ENHANCEMENT PROJECT	119,165.61
	5-26941	239-8010-431.76-12	ST ENHANCEMENT PROJECT	113,803.08
				\$232,968.69
EXPRESS TRANSPORTATION SERVICES LLC	HPE03012023	111-0000-362.20-15	TRANSIT SERVICE	-2,500.00
	HPE03012023	219-0000-340.30-00	TRANSIT SERVICE	-1,466.00
	HPE03012023	219-8085-431.56-43	TRANSIT SERVICE	32,832.80
	DAR03012023	219-8085-431.56-45	HP DIAL A RIDE MARCH SVCS	70,223.33

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EXPRESS TRANSPORTATION SERVICES LLC	HPE03012023	220-8085-431.56-43	TRANSIT SERVICE	32,832.80
	HPE03012023	222-8010-431.56-43	TRANSIT SERVICE	32,832.80
				\$164,755.73
EXTREME GRAPHICS, INC.	000021819	681-0000-228.70-00	WATER DEPOSIT REFUND	165.73
				\$165.73
FERGUSON ENTERPRISES INC	2228466	111-8023-451.43-10	FAUCET REPLACEMENT	223.07
				\$223.07
FLORES, IRENE T	000006569	681-0000-228.70-00	WATER DEPOSIT REFUND	329.94
				\$329.94
GA TECHNICAL SERVICES, INC	21815	111-5055-419.56-41	NETWORK ENGINEER	1,825.00
				\$1,825.00
GEORGE CHEVROLET	132693CVW	741-8060-431.43-20	PARTS FOR PD UNIT	477.31
	132755CVW	741-8060-431.43-20	PARTS FOR PD UNIT	74.81
	132803CVW	741-8060-431.43-20	PARTS FOR PD UNIT	131.19
	132805CVW	741-8060-431.43-20	PARTS FOR PD UNIT	104.96
	132807CVW	741-8060-431.43-20	PARTS FOR PD UNIT	136.34
	133125CVW	741-8060-431.43-20	PARTS FOR PD UNIT	81.47
	133126CVW	741-8060-431.43-20	PARTS FOR PD UNIT	291.64
				\$1,297.72
GOMEZ, OLEGARIO	000016531	681-0000-228.70-00	WATER DEPOSIT REFUND	38.66
				\$38.66
GONZALEZ, JOSE G	000004763	681-0000-228.70-00	WATER DEPOSIT REFUND	238.35
				\$238.35
GONZALEZ, JOSE GUADALUPE	000016145	681-0000-228.70-00	WATER DEPOSIT REFUND	125.57
				\$125.57
GREATER STUDIO LLC	000024773	681-0000-228.70-00	WATER DEPOSIT REFUND	177.40
				\$177.40
GUTIERREZ, MAX	000020859	681-0000-228.70-00	WATER DEPOSIT REFUND	48.48
				\$48.48
H.P. TEST ONLY	22587	219-8085-431.43-21	SMOG CHECK TROLLEY #3	45.00
	22884	741-8060-431.43-20	SMOG CHECK FOR POLICE UNIT	45.00
				\$90.00
HAJOCA CORPORATION	S167235655.001	111-8024-421.43-10	BATHROOM SUPPLIES	15.56
	S167235655.003	111-8024-421.43-10	CLOSET SUPPLIES	12.44
	S167452868.001	111-8024-421.43-10	FAUCET FOR PD BLDG.	262.84
				\$290.84
HASA, INC.	873529	681-8030-461.14-00	SODIUM HYPOCHLORITE WELL 12	363.70
	871992	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	339.94
	871993	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	155.87
	872830	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	389.67
	872831	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	392.24
	873531	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	339.34
	873532	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	103.91
				\$2,084.67

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HG GRAPHIC AND PRINTING	1986	111-3010-415.61-20	OFFICE SUPPLIES	20.00
				\$20.00
HILDA ESTRADA	027	111-1010-411.56-41	TRANSLATION SERVICES	13,000.00
	028	111-1010-411.56-41	TRANSLATION SERVICES	1,300.00
				\$14,300.00
HOME DEPOT - PUBLIC WORKS	8521182	111-8010-431.61-20	EQUIP-CLEAN STORM DRAINS	280.44
	9521041	111-8010-431.61-20	CLEANING SUPPLIES	213.20
	5391371	111-8022-419.43-10	LIGHT SWITCH SUPPLIES	88.63
	8973809	111-8022-419.43-10	TV MOUNT-FINANCE DEPT.	264.84
	9370007	111-8023-451.43-10	CLEANING SUPPLIES -PARKS	138.24
	1371958	111-8024-421.43-10	BUILDING MATERIALS	223.65
	1534089	111-8024-421.43-10	POWER SUPPLIES FOR PD	146.85
	7062226	111-8024-421.43-10	SANITIZING PRODUCTS -PD	161.00
	7062270	111-8024-421.43-10	SANITIZING PRODUCTS -PD	354.28
	9370005	111-8024-421.43-10	BUILDING MATERIALS	145.83
	9362110	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	408.03
	1510916	535-8016-431.61-45	ELEC SUPPLIES-PACIFIC BLVD.	274.43
	7085188	535-8016-431.61-45	ELEC SUPPLIES-PACIFIC BLVD.	327.44
				\$3,026.86
IBE DIGITAL	451749	111-9010-419.44-10	TONER FOR PRINTER	18.07
				\$18.07
INFRAMARK LLC	90919	283-8040-432.56-41	ROUTINE MAINT MARCH	13,880.62
	90919	681-8030-461.56-41	ROUTINE MAINT MARCH	107,001.69
				\$120,882.31
INNER CITY VISIONS	1002	239-5030-490.56-41	HOMELESS OUTREACH	12,094.00
	1008	239-5030-490.56-41	HOMELESS OUTREACH	9,427.00
	1009	239-5030-490.56-41	HOMELESS OUTREACH	11,094.00
	1010	239-5030-490.56-41	HOMELESS OUTREACH	11,094.00
	1011	239-5030-490.56-41	HOMELESS OUTREACH	11,094.00
				\$54,803.00
INTOXIMETERS INC	727322	111-7022-421.61-29	SUPPLIES FOR DATA MASTER	213.22
				\$213.22
J SQUARED	114	681-8030-461.56-41	PROFESSIONAL SERVICES	1,250.00
				\$1,250.00
JERRY'S AUTO BODY, INC.	32740	741-8060-431.43-20	REPAIRS FOR POLICE UNIT	1,507.71
	32741	741-8060-431.43-20	REPAIRS FOR POLICE UNIT	660.99
				\$2,168.70
KAWIKLARANG, HARRY	000017913	681-0000-228.70-00	WATER DEPOSIT REFUND	92.85
				\$92.85
LAC+USC MEDICAL CENTER	0001	111-7030-421.56-16	SART EXAM	1,074.76
				\$1,074.76
LACMTA	HP02152023	219-8085-431.58-50	JAN 2023 POSITION SUMMARY	784.77
				\$784.77
LAN WAN ENTERPRISE, INC	73977	111-7010-421.56-41	MONTHLY FEES MAR 2023	4,369.00

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LAN WAN ENTERPRISE, INC	73838	111-7010-421.74-10	MEDIA INSTALLED VEHICLES	6,839.05
	73939	111-9010-419.56-41	SUBS LICENSE EXTEND SVCS	4,471.65
				\$15,679.70
LAURIE KAJIWARA	HP0025	111-9010-419.56-41	CONSULTING SERVICES	12,462.00
				\$12,462.00
LEAGUE OF CALIFORNIA CITIES	INV-02221	111-8080-431.61-20	2023 LOCAL ST ROAD NEEDS	500.00
				\$500.00
LEONARD, RICHARD	000017437	681-0000-228.70-00	WATER DEPOSIT REFUND	91.95
				\$91.95
LLAMAS, GUSTAVO	000023195	681-0000-228.70-00	WATER DEPOSIT REFUND	84.37
	000023197	681-0000-228.70-00	WATER DEPOSIT REFUND	90.24
				\$174.61
LOS ANGELES COUNTY POLICE CHIEF ASN	2023	111-7010-421.59-15	LACPCA 2023 ANNUAL DUES	500.00
				\$500.00
LUXURY AUTO BODY	PW6008	741-8060-431.43-20	REPAINT & REPAIR PD UNIT	2,091.85
	PW6009	741-8060-431.43-20	PARTS FOR PW TRUCK	656.91
	PW6010	741-8060-431.43-20	PARTS FOR PW TRUCK	1,563.99
	PW6011	741-8060-431.43-20	CAR PARTS FOR PW	0.20
	PW6011	741-8060-431.43-20	REPAIRS TO PW TRUCK	2,247.49
				\$6,560.44
M3 OFFICE INC.	45400-0	111-7010-421.74-10	OFFICE SUPPLIES FOR PD	7,036.02
				\$7,036.02
MARTINEZ, WILLIAM	000020247	681-0000-228.70-00	WATER DEPOSIT REFUND	79.13
				\$79.13
MAYWOOD MUTUAL WATER COMPANY, NO. 1	312600351	681-8030-461.62-20	WATER FOR FREEDOM PARK	1,095.11
	312600352	681-8030-461.62-20	WATER FOR FREEDOM PARK	349.52
	312600353	681-8030-461.62-20	WATER FOR FREEDOM PARK	166.86
				\$1,611.49
MICHAEL BAKER INTERNATIOAL INC.	1171242	239-5060-463.56-41	PROFESSIONAL SERVICES	4,278.75
				\$4,278.75
MORFIN, ERIKA	000018757	681-0000-228.70-00	WATER DEPOSIT REFUND	62.03
				\$62.03
MR. HOSE INC.	218359	741-8060-431.43-20	SHOP SUPPLIES	89.04
				\$89.04
MUNICIPAL WASTE SOLUTIONS	1090	285-8050-432.56-41	IMPLEMENTATION ASSISTANCE	1,742.50
				\$1,742.50
NAPA AUTO PARTS	4832-545279	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,255.15
				\$1,255.15
NATIONWIDE ENVIRONMENTAL SERVICES	32990	111-8031-433.56-41	ST SWEEPING SVCS FEB	5,904.17
	32991	220-8070-431.56-41	BUS STOP MAINT SVC FEB	20,411.91
	32990	221-8010-431.56-41	ST SWEEPING SVCS FEB	51,282.37
				\$77,598.45
NEW CHEF FASHION INC.	1050927	111-7010-421.61-20	UNIFORMS POLO SHIRTS	99.20
				\$99.20

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NGUYEN, DUNG THY MY	000020749	681-0000-228.70-00	WATER DEPOSIT REFUND	61.53
				\$61.53
NICK ALEXANDER RESTORATION	4081	219-8085-431.43-21	REPAIR SEAT FOR SHUTTLE	195.00
				\$195.00
NORM REEVES FORD SUPERSTORE	983964	741-8060-431.43-20	PARTS FOR PD UNIT	921.51
	985215	741-8060-431.43-20	SERVICE FOR PD UNIT #976	150.00
				\$1,071.51
NORTH STAR LAND CARE	1601-507	535-8090-452.56-60	CONTRACTUAL SVCS	37,617.75
				\$37,617.75
OLIVAREZ MADRUGA, LLP	21511	745-9031-413.32-70	CLAIM SETTLEMENT	756.00
				\$756.00
PERFORMANCE NURSERY	0000249382	535-8090-452.61-20	PALM TREES -PACIFIC BLVD.	1,078.03
				\$1,078.03
PITNEY BOWES	3105965800	111-9010-419.53-20	POSTAGE LEASE	561.29
	3105978783	111-9010-419.53-20	POSTAGE LEASE	362.71
				\$924.00
PRESENTA PLAQUE CORPORATION	28136	111-0110-411.66-05	WOODEN PLAQUES - COUNCIL	892.14
	28140	111-0110-411.66-05	WOODEN PLAQUES - COUNCIL	349.98
				\$1,242.12
PROFESSIONAL TURF SPECIALTIES, INC	6884	111-6030-451.61-35	BASEBALL FIELD MAINT.	950.00
				\$950.00
PSYCHOLOGICAL CONSULTING ASSOC, INC	526018	111-7010-421.56-41	PRE-EMPLOYMENT EVALUATIONS	440.00
	526112	111-7010-421.56-41	EMPLOYMENT EVALUATIONS	385.00
	526136	111-7010-421.56-41	EMPLOYMENT EVALUATIONS	962.50
				\$1,787.50
QDOXS	IN49440	111-8020-431.43-05	XEROX COPIER LEASE	22.33
	IN49440	285-8050-432.43-05	XEROX COPIER LEASE	21.90
	IN49440	681-8030-461.43-05	XEROX COPIER LEASE	21.90
				\$66.13
RAMIREZ, CHRISTIAN &	000023599	681-0000-228.70-00	WATER DEPOSIT REFUND	42.00
				\$42.00
RAY WANG	12192022	745-9031-413.52-30	CLAIM SETTLEMENT	12,500.00
				\$12,500.00
RINCON CONSULTANTS, INC.	45646	111-9050-462.56-41	CONSULTING SERVICES	21,811.75
				\$21,811.75
SAFETY KLEEN	90988873	741-8060-431.43-20	CLEANING SUPPLIES FOR PW	806.28
				\$806.28
SALAZAR, MARCO	000024213	681-0000-228.70-00	WATER DEPOSIT REFUND	300.00
				\$300.00
SC FUELS	IN-0000226169	741-8060-431.62-30	FUEL PURCHASE	25,953.24
				\$25,953.24
SHIN, RICHARD IN SHIK	000003389	681-0000-228.70-00	WATER DEPOSIT REFUND	69.80
				\$69.80

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SMART & FINAL	3192200032901	111-7010-421.61-20	MEETING & CONFERENCE ROOM	29.99
				\$29.99
SOTO, HUGO	000003717	681-0000-228.70-00	WATER DEPOSIT REFUND	146.34
				\$146.34
SOUTH COAST AIR QUALITY MGMT DISTR.	4129778	741-8060-431.42-05	ANNUAL RENEWAL FEE	468.76
	4132429	741-8060-431.42-05	FISCAL YEAR EMISSIONS FEE	151.85
				\$620.61
SOUTHERN CALIFORNIA EDISON	11/1/22-12/1/22	111-8022-419.62-10	ELECTRICAL SVC VARIOUS LOCATION	2,046.30
	12/2/22-1/2/23	111-8022-419.62-10	ELECTRICAL SVC VARIOUS LOCATION	1,883.63
	11/1/22-12/1/22	111-8023-451.62-10	ELECTRICAL SVC VARIOUS LOCATION	11,725.10
	12/2/22-1/2/23	111-8023-451.62-10	ELECTRICALSVC VARIOUS LOCATION	12,728.40
	1/18/23-2/14/23	681-8030-461.62-20	ELECTRICAL BILL FLORENCE AVE	5,379.67
	11/1/22-12/1/22	681-8030-461.62-20	ELECTRICALSVC VARIOUS LOCATION	13,184.60
	12/2/22-1/2/23	681-8030-461.62-20	ELECTRICALSVC VARIOUS LOCATION	9,847.04
				\$56,794.74
SOUTHSTAR ENGINEERING & CONSULTING	COHP-011	222-8080-431.76-20	CONSTRUCTION SERVICES	2,684.00
				\$2,684.00
STAPLES ADVANTAGE	8069413640	111-0210-413.61-20	OFFICE SUPPLIES	122.69
	8069413640	111-1010-411.61-20	OFFICE SUPPLIES	132.14
	8069413640	111-2030-413.61-20	OFFICE SUPPLIES	182.34
	8069413640	111-3010-415.61-20	OFFICE SUPPLIES	1,028.87
	8069413640	111-5010-419.61-20	OFFICE SUPPLIES	51.46
	8069413640	111-7022-421.61-24	OFFICE SUPPLIES	93.26
	8069413640	111-7030-421.61-20	OFFICE SUPPLIES	526.62
	8069413640	111-7040-421.61-32	OFFICE SUPPLIES	134.74
	8069413640	239-6060-490.61-60	OFFICE SUPPLIES	1,514.46
	8069413640	741-8060-431.61-20	OFFICE SUPPLIES	69.42
				\$3,856.00
T-MOBILE USA	975956264-FEB23	111-5055-419.53-10	CELLPHONE CODE ENFORCEMENT	187.94
	02222023	111-6010-451.56-41	MOBILE SVCS FOR PARKS	422.93
	02/22/2023	111-8010-431.53-10	PHONE USAGE PW	882.25
	02/22/2023	111-8095-431.53-10	PHONE USAGE PW	228.98
	02/22/2023	681-8030-461.53-10	PHONE USAGE PW	155.20
				\$1,877.30
THE GAS COMPANY	1/10/23-2/8/23	111-7024-421.62-10	GAS SVCS VARIOUS GOV LOCATION	2,766.46
	1/10/23-2/8/23	111-8020-431.62-10	GAS SVCS VARIOUS GOV LOCATION	1,909.28
	1/10/23-2/8/23	111-8022-419.62-10	GAS SVCS VARIOUS GOV LOCATION	4,052.24
	1/10/23-2/8/23	111-8023-451.62-10	GAS SVCS VARIOUS GOV LOCATION	2,154.28
				\$10,882.26
THORSON MOTOR CENTER	466096BUR	741-8060-431.43-20	PARTS FOR PW	864.33
				\$864.33
TIREHUB, LLC	32735210	741-8060-431.43-20	TIRES FOR PD UNITS	735.84
				\$735.84

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TORRES, MANUEL	000017405	681-0000-228.70-00	WATER DEPOSIT REFUND	64.18
				\$64.18
TOWN HALL STREAMS	14651	111-1010-411.56-41	FACEBOOK LIVE	300.00
				\$300.00
TREEPEOPLE INC.	Q4 2022	111-8091-434.56-41	PROJECT MANAGEMENT	2,331.19
				\$2,331.19
U.S. ARMOR CORPORATION	41038	111-7010-421.61-20	PD BULLETPROOF VEST	373.49
	41038	233-7010-421.74-10	PD BULLETPROOF VEST	373.49
				\$746.98
U.S. BANK EQUIPMENT FINANCE	495802704	111-0210-421.44-10	IBE DIGITAL FINANCING MAR	2,288.84
				\$2,288.84
ULINE	158217541	239-6060-490.61-60	OFFICE DESK	1,816.49
				\$1,816.49
UNDERGROUND SERVICE ALERT OF SO CAL	22-2302903	221-8014-429.56-41	MONTHLY FEES FEB 2023	110.64
	220230126	221-8014-429.56-41	MONTHLY FEES FEB 2023	242.75
				\$353.39
VAN BEEK, ESPERANZA	000001535	681-0000-228.70-00	FINAL BILL REFUND	226.40
				\$226.40
VICTORIA TIRE CENTER DRIVE	143424	741-8060-431.43-20	WHEEL ALIGNMENT	65.00
	144413	741-8060-431.43-20	WHEEL ALIGNMENT PD UNIT	65.00
				\$130.00
WATER REPLENISHMENT DISTRICT OF	1312023	681-8030-461.41-00	GROUNDWATER PROD JAN	84,045.39
				\$84,045.39
WEBIPLEX, INC	4206	111-7022-421.56-41	ANNUAL SUB RENEWAL	5,300.00
				\$5,300.00
WEST & ASSOCIATES ENGINEERING, INC	1008-16.23-03B	111-8031-433.76-17	CONTRACTUAL SERVICES	5,400.00
				\$5,400.00
WEST GOVERNMENT SERVICES	847937935	111-7030-421.56-41	ONLINE LEGAL RESEARCH SVC	1,716.80
	848019459	111-7030-421.56-41	ONLINE LEGAL RESEARCH SVC	77.31
				\$1,794.11
WEX BANK	87762749	741-8060-431.62-30	FUEL PURCHASE FOR DEPT	1,321.56
				\$1,321.56
XPRESS WASH INC	15912	741-8060-431.43-20	CAR WASH SERVICES	275.00
				\$275.00
				\$1,447,982.12

ITEM 4



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

March 21, 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 ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$45,577.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2022 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

IT IS RECOMMENDED THE CITY COUNCIL:

1. Accept reimbursable grant funding and increase estimated revenues in the amount of \$45,577.00; and
2. Approve a budget appropriation in the amount of \$45,577.00; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, grant agreement, and documentation; and
4. Authorize the Chief of Police to administer and complete the designated project.

BACKGROUND

Each year the U.S. Department of Homeland Security, through the Office of Grants and Training, provides financial assistance for the State Homeland Security Program (SHSP) directly to the California Governor's Office of Emergency Services (CalOES). CalOES then provides funds to the County of Los Angeles as its subgrantee. The County of Los Angeles then distributes the awarded funds to local municipalities within the County. The Police Department applied for grant funds available through this program and was awarded \$45,577.00.

The financial assistance provided by these grant funds is specifically designated to address unique equipment, training, and planning needs to assist the City (Police Department) in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism or other hostile criminal acts. These grant funds are required to be used to supplement existing funds and supplanting is prohibited.

CONSIDERATION TO ACCEPT REIMBURSIBLE GRANT FUNDING IN THE AMOUNT OF \$45,577.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2022 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

March 21, 2023

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The Police Department specifically applied for these grant funds under Investment Justification: "Protect Critical Infrastructure and Key Resources. The project will include electronic access upgrades, installing a system that consists of smart card technology which tracks access activity, provides logs for administrators, and coordinates with other security measures to protect the police facility, police employees, as well as assets and data.

The grant award does allow for relative modifications to the desired method the Police Department wishes to expend grant funds, provided the modifications are approved by CalOES prior to funds being expended. Irrespective of the method the grant funds are expended, the total amount shall not exceed the awarded \$80,000.00. Should expenditures exceed the awarded amount, the City will be required to utilize General Fund monies to cover any excess amount.

The performance period for this grant award will expire May 31, 2024.

FISCAL IMPACT/FINANCING

No matching funds are required to receive this grant award. The County of Los Angeles provides reimbursement of funds as expenditures are incurred by the City and reimbursement documentation is provided to, and approved by, the County of Los Angeles, in accordance with the expenditure and reimbursement guidelines of the Agreement.

It is recommended that City Council approve an increase in estimated revenues in the amount of \$45,577.00. to account number XXX-XXXX-XXX.XX-XX and approve a budget appropriation in the amount of \$45,577.00 to account number XXX-XXXX-XXX.XX-XX.

LEGAL AND PROGRAM REQUIREMENTS

Reference the Agreement included with this report for legal and program requirements associated with the acceptance of these grant funds.

CONCLUSION

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

Respectfully submitted,

CONSIDERATION TO ACCEPT REIMBUSIBLE GRANT FUNDING IN THE AMOUNT OF \$45,577.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2022 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

March 21, 2023

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A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized, flowing script.

RICARDO REYES
City Manager

A handwritten signature in blue ink, appearing to read 'Cosme Lozano', with a stylized, flowing script.
COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. Agreement between the County of Los Angeles and City of Huntington Park

ATTACHMENT "A"

***State Homeland Security Program
Subrecipient Agreement
Grant Year 2022***

Between the

County of Los Angeles

and the

City of Huntington Park

**SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF HUNTINGTON PARK**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Huntington Park, a public agency (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 – Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2022 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 24, 2022 with a performance period of September 1, 2022 to May 31, 2024. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) # MKQ9AQH7R2S5, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2022 SHSP grant from Cal OES in the total amount of \$9,481,458.00; and

WHEREAS, the CEO now wishes to distribute 2022 SHSP grant funds to the Subrecipient in the amount of \$45,577.00, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on December 6, 2022 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. City of Huntington Park, a public agency, having its principal office at _____.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:

- 1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa, HSGP Grants Director
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
CHirakawa@ceo.lacounty.gov

Jimmy Nguyen
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 262-7902
Fax: (213) 687-3765
JNguyen@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	Ricardo Reyes, City Manager
Organizational UEI Number:	NPKFKTS9QQD6
Address:	6550 Miles Avenue
City/State/Zip:	Huntington Park, CA 90255
Phone:	323-584-6222
FAX:	323-588-4577
Email:	rreyes@hpcg.gov

With a copy to:

Name and Title:	Cosme Lozano, Chief of Police
Address:	6542 Miles Avenue
City/State/Zip:	Huntington Park, CA 90255
Phone:	323-826-6629
FAX:	
Email:	clozano@hppolice.org

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2022 to February 29, 2024, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §503, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2022 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://sam.gov/search/> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold

expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.
- H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.
- I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.
- J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2022 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2022 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
 2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
 3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the

property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
 5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.
- M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.
- N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frts/>.
- P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/hseep>.
- Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.
- S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$45,577.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2022 SHSP Grant Award Letter from Cal OES.
- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

For Training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES Feedback number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §503, below, any increase or decrease in the grant amount specified

in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

- D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <https://www.justice.gov/crt>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administering, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- 1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

- 2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of

environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C. 1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this

Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2022 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at <https://directdeposit.lacounty.gov/>. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

COUNTY OF LOS ANGELES

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EXHIBITS

- Exhibit A..... Certification Regarding Lobbying
 - A.1..... Disclosure of Lobbying Activities
- Exhibit B..... Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C..... Certification Regarding Drug-Free Workplace
- Exhibit D..... Certification of Grant Assurances
- Exhibit E..... Final Grant Award Letter and Project Worksheet
- Exhibit F..... FY 2022 Federal Notice of Funding Opportunity
 - F.1..... FY 2022 Cal OES Supplement to Federal Notice of Funding Opportunity
- Exhibit G..... Reimbursement Form and Instructions
- Exhibit H..... Monitoring Instrument



Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 an 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 of Lobbying Activities,' in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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.



Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: City of Huntington Park

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Ricardo Reyes

Title: City Manager Date: _____

ITEM 5



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 21, 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 AWARD A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES OF CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the Professional Services Agreement to Southstar Engineering and Consulting, Inc. for construction management and inspection services as part of the oversight of CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014) for a not-to-exceed amount of \$248,080;
2. Payable from Account No. 202-8080-431.76-21; and
3. Authorize the City Manager to execute the professional services agreement (PSA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council Meeting of January 17, 2023, the City Council authorized staff to solicit proposals for Construction Management and Inspection Services (CM/CI) as part of the oversight of CIP 2018-11 Active Transportation Program Cycle IV Project No. ATPL-5150(014) (Project). The Complete Streets Project focuses on right-of-way features that enable safe use and supports mobility for all users. Those include people of all ages and abilities, regardless of whether they are travelling as drivers,

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES OF CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)

March 21, 2023

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pedestrians, bicyclists, or public transportation riders. The concept of Complete Streets encompasses many approaches to planning, designing, and operating roadways and right-of-way with all users in mind to make the transportation network safer and more efficient. The Project includes 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.

On January 20, 2023, the City Clerk's Office published the RFP in the local newspaper of general circulation and Public Work' posted the RFP on the City's website and other forms of electronic media. City Clerk's Office received seven proposals on February 23, 2023.

1. A1 Management and Inspection	\$102,225.00
2. West and Associates	\$201,000.00
3. Southstar Engineering	\$248,080.00
4. Infrastructure Engineers	\$324,836.00
5. FCG	\$360,111.71
6. Anser Advisory	\$369,060.00
7. Berg and Associates	\$517,767.78

City staff has relayed that CM/CI support from an outside consultant is necessary to accomplish the construction phase of the project. This entails assuring contractor's work conforms to the project specifications and is accomplished by inspecting the contractor's work on a daily basis; by keeping a daily record of instructions and directions given to the contractor regarding plan and specification interpretation and any required change orders; coordinating with an independent testing lab any materials testing required by project specifications; by verifying quantities for payment on contractor's monthly pay request; and by coordinating construction activities with residents and utility companies. Based on the above-mentioned information, it is staff's recommendation to award the CM/CI based on demonstrating the ability to comply with the RFP to Southstar Engineering and Consulting, Inc.

LEGAL REQUIREMENT

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

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES OF CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)

March 21, 2023

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Consulting, Inc. a professional services agreement based on demonstrating competence and qualifications for this type of service.

FISCAL IMPACT/FINANCING

Southstar Engineering and Consulting, Inc. submitted a proposal and fee schedule for a not-to-exceed fee of \$248,080 in accordance with the requirements stipulated in the RFP. State funds are 100% reimbursable. A local match is not necessary. Staff will seek reimbursement as work progresses. Staff recommends awarding the PSA for the not-to-exceed amount payable from Account No. 202-8080-431.76-20.

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. Southstar Engineering and Consulting, Inc. PSA
2. Consultants' Proposals

ATTACHMENT "A"



**PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **21st day of March 2023** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Southstar Engineering and Consulting, Inc.** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **March 21, 2023 to December 31, 2023**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$248,080** (hereinafter, the "Not-to-Exceed Fiscal Year Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Fiscal Year Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Fiscal Year Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event 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 materials, 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 CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE AND CONTACT INFORMATION: CONSULTANT hereby designates **Yvette Kirrin** 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 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 CONTRACTOR.

- 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 to the highest standards of CONTRACTOR'S profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONTRACTOR'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 CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONTRACTOR'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 CONTRACTOR'S officers, employees, agents, or SUB-CONSULTANT is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT 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 CONSULTANT 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 SUB-CONTRACTOR. 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 CONSULTANT or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, 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 One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONSULTANT dual 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 Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by 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 CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT officers, employees, agents, CONSULTANT or SUB-CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 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 on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONSULTANT 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 CONTRACTOR'S, SUB-CONSULTANT 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.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. 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. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than

the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of 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) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (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 CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any

undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONSULTANT written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

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

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement

pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of 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 SUB-CONTRACTORS 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 CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

SouthStar Engineering & Consulting, Inc.
1945 Chicago Avenue, Suite C-2
Riverside, CA 92507
Attn: Yvette Kirrin, P.E.
Office: (951) 342-3120
yvette@southstareng.com

CITY:

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

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not SUB-CONSULTANT any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONSULTANT in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) 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 remaining two original counterparts shall be retained by CITY.

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:

**SOUTHSTAR ENGINEERING &
CONSULTING, INC.:**

By: Ricardo Reyes
City Manager

By: Yvette Kirrin
President & Principal-in-Charge

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

SOUTHSTAR ENGINEERING & CONSULTING, INC.

WORK PROPOSAL FOR:

FEBRUARY 23, 2023

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

FOR THE

CITY OF HUNTINGTON PARK
CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV
PROJECT NO. ATPL-5150(014)



SOUTHSTAR
ENGINEERING
& CONSULTING, INC

1945 Chicago Avenue, Suite C-2
Riverside, CA 92507
951.342.3120
southstareng.com

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February 23, 2023

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

**RE: Proposal to provide Construction Management and Inspection Services:
CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014)**

Dear Mr. Roldan,

Southstar Engineering & Consulting, Inc. (Southstar) greatly appreciates the opportunity to submit this proposal. The Southstar team is prepared to work under the City's Public Works Staff to support the CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014) project.

Southstar Engineering is the team to deliver the quality, responsiveness, innovation, and value that the City of Huntington Park expects, and we want to successfully deliver your project on schedule and under budget.

For the past 16+ years, Southstar has provided top-notch CIP construction management services for a variety of municipalities throughout Southern California including the cities of *Huntington Park, Santa Fe Springs, Bellflower, South Gate, Downey, Norwalk, La Mirada, San Dimas, Fontana, Ontario, Palmdale, La Quinta, Palm Desert, Palm Springs, Rialto, Corona, the County of Riverside, Murrieta and Indio*. The Southstar construction management and inspection team has extensive experience working with these agencies to deliver federally funded and/or state/locally funded public works projects. Our strong working relationship with our clients and knowledge of how to deliver CIP projects has promoted a complete commitment to success and the development of mutual goals.

Benefits to the City of Huntington Park | Under this contract, Mr. Sergio Topete will be your day-to-day contact as the Project Manager and Construction Inspector. Mr. Topete, *who lives in the vicinity*, has completed inspection work for the City in the past. *Sergio has field reviewed the project, taken multiple photos and fully understands the demands of the project.* Sergio has an outstanding relationship in working with the local jurisdictions in the area, including City staff, as well as with the public while on-site doing inspections. He is also a bilingual in English and Spanish.

Miscellaneous | The RFP is incorporated in its entirety as part of this proposal. Southstar will adhere to the provisions described in the RFP without modification particularly as relates to indemnification, insurance requirements and standards of care.

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.

As Principal-In-Charge, I will be the main contact concerning this proposal, and have the authorization to commit to the contractual terms and conditions of this contract. The Southstar team looks forward to continuing our working relationship with the City of Huntington Park. Again, we appreciate the opportunity to submit our qualifications to you. If you have any questions, please feel free to contact me via the information in the blue sidebar above.

Sincerely,



Yvette Kirrin, PE
President & Principal-in-Charge
Southstar Engineering & Consulting, Inc.

*Engineering Trust Into
Every Project*

Southstar Engineering &
Consulting, Inc.

DIR No: EIN No:
100017294 20-5648626



Type of Business Entity:
S-Corporation/
100% Employee-Owned

Year Founded:
2006

Years in Business:	Number of Employees:
16+	25

Headquarters:

1945 Chicago Avenue, Suite C-2
Riverside, CA 92507

Phone: (951) 342-3120

Fax: (951) 342-3148

www.southstareng.com

Primary Contact:

Ms. Yvette Kirrin, PE
President

Cell: (626) 644-8058

Email: yvette@southstareng.com



Firm Profile

Southstar has provided professional engineering services in Southern and Central California for the past 16+ years and is dedicated to the public works and transportation needs of California. Southstar is a certified Small Business Enterprise (SBE) with its primary office located in the City of Riverside. Southstar focuses on providing solutions to two primary industry needs: 1) managing the construction of bridges, rapid transit systems, freeways, and local infrastructure within and outside the Caltrans right-of-way (ROW) and 2) managing the project development of both small and large-scale infrastructure improvements. Southstar was built upon the successes of superior construction management skills and experiences. In addition to these two areas of expertise, Southstar's extensive professional knowledge also includes planning, sustainability, utility coordination, design, labor compliance, public outreach, inspection services for roadways, bridges, sanitary sewer, storm channels, streambeds, and other infrastructure projects.



Southstar has an exceptional reputation for delivering and managing a wide variety of projects throughout Southern California. The Southstar Team has the ability and expertise to resolve challenges by offering our clients innovative solutions that are custom tailored to each specific project. Southstar's Core Values – Quality, Value, Innovation, Responsiveness and Trust – drive each valued Team member to deliver high quality services that clients can trust. Our Diversity, Equity & Inclusiveness approach to hiring the best possible staff helps us create an organization that delivers high quality results coupled with community based values. With dedicated customer service, Southstar delivers projects of any discipline on time and under budget.

Southstar Services

Southstar clients can be assured of the quality and professionalism of Southstar's 25 employee staff and its extensive in-house resources are highly regarded within the transportation construction industry. *Southstar construction managers and inspectors have assisted over 40 public agencies in the successful delivery of projects of all sizes. Services include:*

- Construction Engineering Management
- Program/Project Management & Design
- Inspection Services
- Community Outreach
- Critical Path Schedule Development
- Project Budget Development & Tracking
- Program Planning
- Utility Relocation Management
- Local Agency Coordination
- Traffic Engineering
- Local Assistance Coordination
- Resolution of Funding Issues
- Federal Funding Guidance
- Claims Management/Risk Management
- Highway Bridge Program
- Right-of-Way management
- Labor Compliance
- FAA Section 107 GPS Drone Photogrammetry

Southstar team members make a difference to clients and the community by continually providing superior service with the highest level of integrity. Providing client-focused services to many state and local agencies in Southern California, Southstar professionals know the critical questions to ask, and the corresponding solutions to offer. By blending innovative problem-solving skills, exceptional depth of experience, and quality supervision and inspection services, Southstar consistently completes the construction of large-scale transportation projects on time, within budget, and with no claims. *The Southstar team has the ability to resolve challenges by offering their clients innovative solutions that are custom tailored to each project, and this ATP Cycle IV project is no different.*

SOUTHSTAR OFFICE INFO			
Business Address	1945 Chicago Ave. Unit C-2 Riverside, CA 92507		
Office Hours	M-F: 8am - 5pm		
Phone	951.342.3120	# of Employees	25

SOUTHSTAR CERTIFICATIONS	
DIR	1000017294
SBE	1738135
TAX ID	20-5648626



Southstar Office - Riverside, CA

Meet Our Subconsultant

The Southstar team is rounded out with a top-level subconsultant firm to provide materials testing services. We understand how important this project is to the City of Huntington Park, and we have chosen an experienced and well-qualified firm to join our team. Their firm profile and references are listed below:

SUBCONSULTANT PROFILE

Ninyo & Moore

Ninyo & Moore's staff of professionals includes experienced registered geotechnical engineers and engineering geologists, and certified technicians and field inspectors. They provide these services throughout the southwestern United States, including roads, highways, bridges, tunnels, railroads, commercial and municipal structures, educational, and other public and private works. Ninyo & Moore offers fully equipped, well-staffed, state-of-the-art laboratory facilities performing a range of laboratory testing services under the supervision of a registered civil engineer. Their laboratories are capable of performing a wide variety of soil, concrete, asphalt, and steel testing. Laboratory testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and is regularly inspected by the Cement and Concrete Reference Laboratory (CCRL). Ninyo & Moore's testing laboratories have been inspected and/or accredited by AASHTO, AMRL, ASTM, Caltrans, California Division of the State Architect, City of Los Angeles, and the City of San Diego.

Ninyo & Moore

ROLE FOR THIS PROPOSAL

Materials Testing Services

EXPERIENCE IN SIMILAR PROJECTS

The Tracks at Brea - Segment 3 project,
City of Brea

Slover Avenue, Merrill Avenue and Valley,
City of Rialto

Coyote Creek Class I Bikeway,
Orange County, California



Ninyo & Moore Technician does compaction test on base.



Ninyo & Moore Technician does compaction test on asphalt.



Ninyo & Moore Technician take samples for testing concrete.

SUBCONSULTANT REFERENCES

Below are references for Ninyo & Moore from projects where they performed tasks similar to those requested in the RFP:

PROJECT	CLIENT	NAME	TITLE	PHONE	EMAIL
The Tracks at Brea - Segment 3 project	City of Brea	Mr. Raymond Contreras	Engineering Technician 1	714.990.7763	raymondcc@cityofbrea.net

PROJECT	CLIENT	NAME	TITLE	PHONE	EMAIL
Slover Avenue, Merrill Avenue and Valley	City of Rialto	Mr. Savat Khamphou	City Engineer	909.820.2602	skhamphou@rialtoca.gov

PROJECT	CLIENT	NAME	TITLE	PHONE	EMAIL
Coyote Creek Class I Bikeway	Orange County Public Works Dept.	Ms. Michelle Chan	Project Manager	714.245.4507	michelle.chan@ocpw.ocgov.com

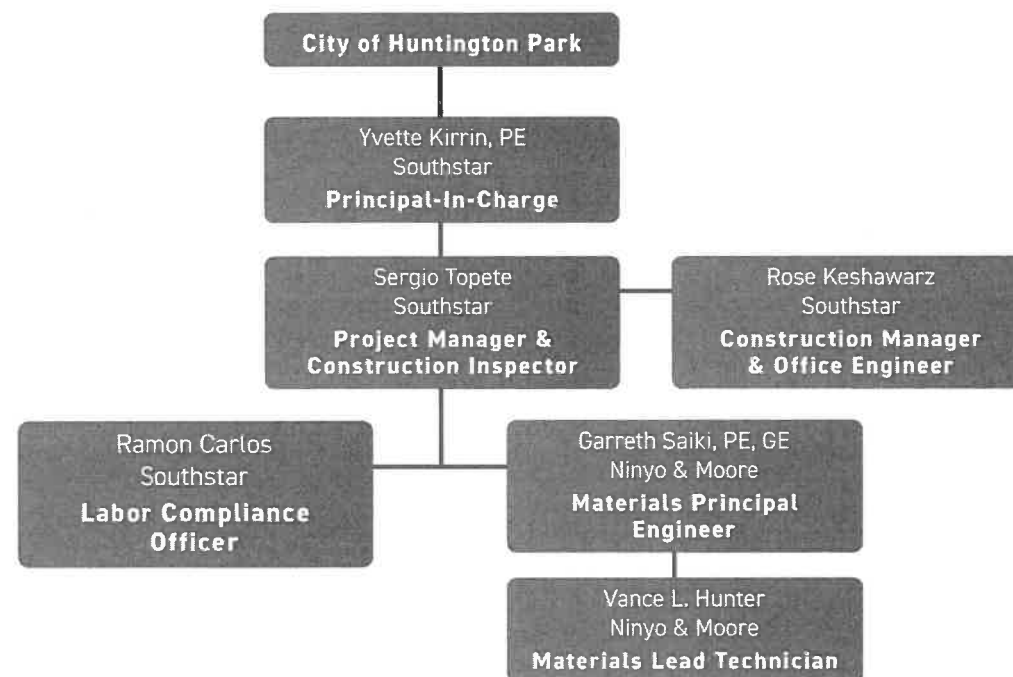
Relevant Work Experience & Work History

Southstar is proud to showcase our depth of experience in delivering a wide range of municipal projects. The below table summarizes Southstar's experience on similar types of projects.

SOUTHSTAR PROJECT EXPERIENCE
CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015) Project - Huntington Park
Garfield Ave & Imperial Highway Street Improvements, Firestone Blvd & Otis Street Improvements, and Imperial Highway Center Median Project - South Gate, CA
On-Call Construction Inspection and Engineering Professional Services - Santa Fe Springs, CA
On-Call Construction Management and Inspection Services - Bellflower, CA
Project Management Services for Various Capital Improvement Projects - Fontana, CA
On-Call Construction Inspection Services - La Mirada, CA
Foothill Boulevard Bridge Widening - San Dimas, CA
On-Call Engineering and Traffic Engineering Services for the County of Riverside Transportation Department
On-Call Engineering and Traffic Engineering Services for the City of Corona
On-Call Construction Management and Inspection Services - City of San Bernardino sbX/Omnitrans
I-5 JPA Construction Mitigation Project, Project 300 - La Mirada, CA
City of Pomona On-Call Traffic Engineering Services - Pomona, CA

Organization Chart

Southstar is a 100% employee-owned corporation and, as such, our employees are the foundation of our company and we encourage a hands-on approach from all team members. On any given project, all of the individuals on our team bring their own experiences, perspectives, ideas, and unique points-of-view developed by their specific career path. We are confident that all tasks will be addressed, and questions can be solved, by this highly experienced and innovative team. Below is the organizational chart illustrating the proposed structure: Please refer to the organizational chart below and the corresponding firm description for our subconsultant.



YEAR FOUNDED
2006

ROLE FOR THIS PROPOSAL
Construction Management and Inspection Services

OFFICE
Riverside, CA



YEAR FOUNDED
1986

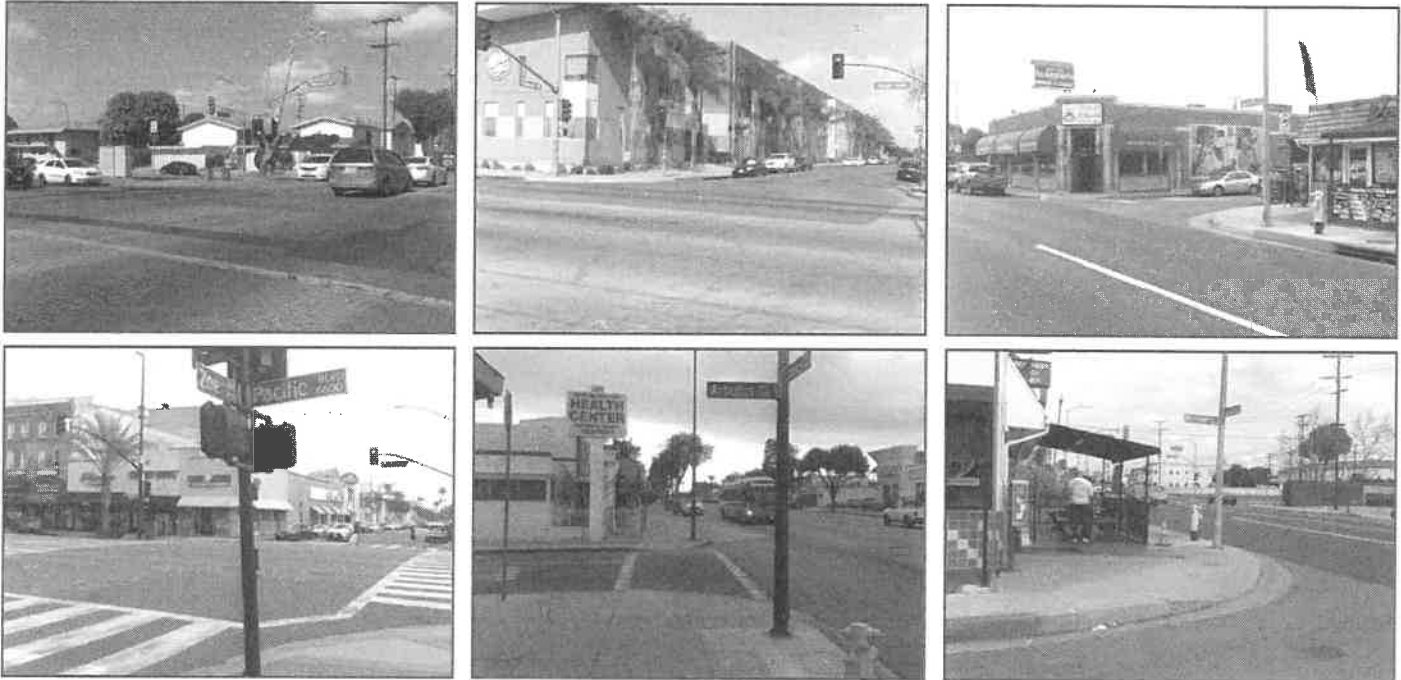
ROLE FOR THIS PROPOSAL
Materials Testing Services

OFFICE
Irvine, CA

Demands of the Project

As the Project Manager/Construction Inspector, the demands of the project will primarily be handled by Mr. Sergio Topete and he will be teamed with Construction Manager/Office Engineer Ms. Rose Keshawarz. The Southstar Team will oversee the general items of work including, but are not limited to, installation of new bicycle striping (sharrows, bike boxes), installation of new or replacing existing wayfinding signage, constructing new concrete curb extensions (bulbouts), replacing existing traffic striping (lanes, crosswalks, parking stalls, words, etc), replacing portions of curb, gutter, and asphalt, installing new shade trees, constructing new bus shelters and trash receptacles, and all other incidental work required to complete the improvements shown in the Plans and described in Project Specifications. Our team will ensure that the work is performed in accordance with the approved plans and specifications

Southstar understands that the focus of this project is on non-motorized modes of transportation and to increase the safety and mobility of the community. This project will create a system of complete streets boulevards on east/west connector streets, along with one north/south boulevard. Below are examples of areas where improvements are needed.



The following are some of the concerns and issues that Mr. Topete found during his review of project plans and project site visit that could potentially delay the execution this project if not addressed properly. We like to think about these in advance to take appropriate precautions and avoid any negative impact on the time, quality, and project cost.

LIST OF POTENTIAL CONCERNS AND RECCOMENDATIONS:

- 1. Heavy Traffic** - Make instructions for contractor to reduce the activities or pay special attention to hours of high traffic on major arterials and streets adjacent of schools.
- 2. Schools Near Jobsites** - Adjust the hours of construction to not conflict with students entering/exiting the schools.
- 3. 5 Distinct Locations** - Verify with contractor the schedule for working in distinct locations at same time in near area.
- 4. Residential Zones** - Send notices to inform and talk with the residents to help resolve any claims or problems.
- 5. Parking Restrictions** - The City has problems with available street parking spaces and when project is in construction, we may need to occupy some spaces. For this reason we need inform and talk with residents to resolve any claims or problems.
- 6. Safety on Jobsite** - We need talk with workers about their own personal safety and the safety of residents and pay special attention to helping students and older residents when they are walking around the jobsites.
- 7. Construction Yard Location** - The contractor needs to have a construction yard for storage of your materials and equipment every single day to prevent claims from residents.
- 8. Time to receive materials approx. 4 Months** - Have the contractor inform every month on the progress of the orders of 7 bus shelters, 10 metal trash receptacle, 3 bus metal bench and 16 new push buttons.
- 9. Working Hours from 7:00 AM to 4:30 PM** - Monday through Friday. The contractor may need to adjust the working hours in the locations next to schools and major arterials for heavy traffic.

Southstar Key Personnel Bios

YVETTE KIRPIN, PE, - PRINCIPAL-IN-CHARGE/FIRM REPRESENTATIVE

As the PIC/Firm Representative, Ms. Kirrin will work with Public Works staff to understand their professional service needs on any potential task order, and lead the effort providing a task order proposal. The role of the contract manager/firm representative includes being the City's primary contact, ensuring that the work completed under the task order(s) are within budget and that billing is submitted to the City in a timely manner. As the PIC, Ms. Kirrin will regularly check in to ensure that our team is performing and meeting and/or exceeding the City's expectations. Unless requested by the City to be specifically involved in a task order, such as to provide problem solving technical skills or to provide leadership outreach, including but not limited to briefing the public, Council, etc. this role will be offered as a courtesy to the City, and time will not be charged or invoiced. Ms. Kirrin performs this same role for the nearby Cities of South Gate, Santa Fe Springs and Bellflower for their on-call contracts, and Southstar has never requested reimbursement of her time.

ROSE KESHAWARZ - CONSTRUCTION MANAGER & OFFICE ENGINEER

Ms. Keshawarz has over 24 years of experience in heavy construction work related to highways, railroads, airports, subdivision roads, stadiums & arenas, utility coordination and leisure and hospitality projects. Owners, designers, and contractors highly value her ability to communicate effectively in addition to her adeptness at cutting overall costs and to accelerate project schedules with efficiency. Ms. Keshawarz has worked on all aspects of construction and brings expertise in contract documentation, processing change orders, resolving conflicts, coordination with designers and resolves all field issues. She possesses an in-depth understanding of the Caltrans Standard Specifications and plans, Construction Manual, Bridge Construction Records and Procedures manual, Standard Specifications for Public Works Construction (Greenbook), and Cal-OSHA practices and procedures. She has led all aspects of contract administration including staffing; meeting with contractors and agencies; monitoring construction budget and schedule, partnering; as well as conducting value analysis and constructability reviews of project plans and specifications for errors and omissions. Public and private agencies across Southern California hold Ms. Keshawarz in high esteem and as she is a seasoned professional with Public Works project experience, which covers a complete spectrum of their needs. Ms. Keshawarz will serve as the full-time Construction Inspector for the duration of the project.

SERGIO TOPETE - PROJECT MANAGER & CONSTRUCTION INSPECTOR

Mr. Amr Mr. Topete has over 35 years of civil engineering experience, with a career track focused on city engineering management and inspection, planning, organizing, directing, and review of all activities and operations of a Public Works Department. Mr. Topete has directed and participated in the construction inspection of infrastructure projects, establishing project schedules, verification of project status and ensuring compliance with contract specifications and Local and National codes. Mr. Topete's services have been provided for the local Cities of South Gate, Bellflower, Huntington Park, Montebello and Pico Rivera. In addition to these cities, Mr. Topete worked with the City of El Monte providing similar services as this project for the Downtown Improvement Project Phase 2 – which included landscaping, irrigation & lighting. Working with these local cities has intimately familiarized Mr. Topete with the skill to coordinate with local agencies, businesses, residents, utility companies, traffic control coordination, construction phasing, and other construction activities that will occur. *For the City of Huntington Park, he has recently served as the construction inspector to successfully deliver the CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015) Project.* His extensive experience as a construction inspector has earned him the knowledge of the Greenbook standards, NPDES program and Cal OSHA regulations.

Mr. Topete understands there are special requirements the City is requesting, and the City can rest assured that he is a seasoned inspector ready to provide endless support from inception to completion of the project. He is a highly competent inspector with the ability to prepare, read, and draw maps, and effectively communicate the maps with the City, Contractor, Designer, and other stakeholders. Mr. Topete is an effective communicator when coordinating with contractors and city staff by telephone, in written form, e-mail, and in person. He is an expert at estimating the quantifiable characteristics of products or events; estimating sizes, distances, and quantities; and determining time, costs, resources, and materials needed to perform a work activity. Mr. Topete's long and successful track record is a result of his ability to resolve issues before they arise and his method of negotiating with others when handling complaints, settling disputes, and resolving grievances and conflicts.

RAMON CARLOS - LABOR COMPLIANCE OFFICER

Mr. Ramon Carlos, Jr. has been a labor compliance officer since 2003 with the public sector as well as private sector. He takes on highly challenging positions and projects, and with his energy, initiative and ability to implement and administer programs, delivers successful assignments that have built his reputation in our industry as one of the best labor compliance officers in the Inland Empire.

RESUMES | Resumes for proposed key personnel from the Southstar Team are located on the following pages. If needed, additional staff resumes for personnel from each firm are available upon request.

Rose Keshawarz | Construction Manager & Office Engineer



BIOGRAPHY

Ms. Keshawarz has over 24 years of experience in heavy construction work related to highways, railroads, airports, subdivision roads, stadiums & arenas, utility coordination and leisure and hospitality projects. Owners, designers, and contractors highly value her ability to communicate effectively in addition to her adeptness at cutting overall costs and to accelerate project schedules with efficiency. Ms. Keshawarz has worked on all aspects of construction and brings expertise in contract documentation, processing change orders, resolving conflicts, coordination with designers and resolves all field issues. She possesses an in-depth understanding of the Caltrans Standard Specifications and plans, Construction Manual, Bridge Construction Records and Procedures manual, Standard Specifications for Public Works Construction (Greenbook), and Cal-OSHA practices and procedures. She has led all aspects of contract administration including staffing; meeting with contractors and agencies; monitoring construction budget and schedule, partnering; as well as conducting value analysis and constructability reviews of project plans and specifications for errors and omissions. Ms. Keshawarz success on contracts is from developing a good working and communication with the owners to exceed expectations through staffing the right project assignment with the right personnel and resources, by proactively exploring the upcoming needs and qualifications needed for perfect matches. Public and private agencies across Southern California hold Ms. Keshawarz in high esteem and as she is a seasoned professional with Public Works project experience, which covers a complete spectrum of their needs.

CV

Education	BS, Construction & Civil Engineering, Newark College of Engineering 1999
Registrations	- OSHA 30 Hour Training & OSHA 10 Hour Training - URS Certified Project Manager 30-Hour OSHA General Industry Safety
Project Benefits	Ms. Keshawarz has over 24 years' experience working on large construction projects: \$1.908 billion Caltrans and Metro, I-405 Sepulveda Gap Closure HOV Widening Project \$1.5 billion Caltrans, RCTC and City of Corona, SR-91 / I-15 Corridor Improvement Design-Build \$208-million San Bernardino County and Caltrans, I-15 / I-215 Interchange Design-Build CA \$485 million City of Phoenix-Sky Harbor International Airport, Automated People Mover (APM) and Maintenance Facility
Experience	< 1 Year with Southstar 24 Years in Role

Holland Road/I-215 Bridge - City of Menifee

Menifee, CA – Office Engineer

As Office Engineer, Ms. Keshawarz provides construction support services for the Holland Road/I-215 Bridge. The work consists of installing a bridge structure, MSE walls, a roadway, and utilities. The structure will be a three span, cast-in-place prestressed (CIP/PS) concrete box girder bridge. The structure will be 328'-0" long and 82'-0" wide include parallel MSE walls will retain the approach at the east abutment and utility relocations. Responsibilities includes but not limited to significant coordination with multiple local Agencies, set up and maintain all project files in accordance with the Caltrans Construction Manual, SWPPP review and approval, review of quantities for progress payment, attending project construction, inspection and site meetings, as well as review and coordinate the engineering submittals such as, shop drawings/RFI's with engineering staff while ensuring quality plans meet the contract requirements and approved the design materials for the project. She reviews, process construction changes orders and coordinate with all subcontractors affected by the change. Coordinate construction activities with Utility Owners and Public and Local Agencies. Also prepare monthly progress report, review of contractors CPM schedule.

City of Los Angeles BOE, Expo-Northvale Bikeway Project

Los Angeles, CA – Project Manager

As Project Manager Ms. Keshawarz responsibilities were to development of a dedicated bike path in an urban, residential area in western Los Angeles. And included review of Design Documents for completion, review, approval, and coordination of Shop Drawings/RFI's/ Submittals with Engineering Staff Discipline Lead, utility companies, jurisdictions, Surveying, Grading, Curb, Curb & Gutter, AC Paving, Striping, Drainage, Street Lights, CMU, Retaining Walls, Irrigation System, Sidewalls, Trees, etc.. In addition, she's responsible for obtaining all permits and approvals, coordination with the client and sub-consultants. **Project Cost: \$13 Million**

At-grade Railroad Crossing, Spring Road

Moorpark, CA – Project Manager

As Project Manager, Ms. Keshawarz provided constructability review, prepared cost estimates, conducted design coordination meetings; devolved project milestones; manage the master schedule; engage Stakeholders to provide input; review preliminary construction schedule; identified the long lead Items.

City of Whittier, Nelles at the Grove in Whittier (WUA18-027) - Whittier, CA – Construction Inspector

Field Inspector. The project includes new construction of 561 homes, 189 apartments and 150,000 square feet of retail and restaurant space. Four historic buildings will be preserved. Project also includes for new neighborhood parks and open space, as well as the restoration and reuse of four buildings from the 1920s and 1930s as part of the commercial and residential areas. Responsibilities include field inspection of asphalt concrete pavement, mill and resurfacing, AC dike, electrical work, coordinating with utility companies', landscaping, irrigation, grading, traffic signals, upgrade of traffic control devices, turn lanes, streetlights, parking lots, driveways; curbs, sidewalks, water systems, sewer systems and traffic control, concrete drainage pools and overseeing compliance testing. Her other tasks include reporting, Daily Dairies, project photos and coordination with the contractor, keeping track of equipment and track of manpower.

County of San Bernardino, Macy Street Improvements - San Bernardino, CA – Construction Inspector

Ms. Keshawarz served as Construction Inspector on this project. Project included removal and repair of broken and damaged curbs and gutters; driveway and alley approaches; sidewalks; and deteriorated asphaltic concrete pavement; installation and reconstruction of curb ramps meeting current Americans with Disabilities Act guidelines; surface grinding of existing asphalt concrete pavement; placement of Asphalt Rubber Hot Mix (ARHM) surface course and reconstruction of Public Works Facilities Parking Lot. Performed site inspections, making sure the work was being done in compliance with the plans and specifications and provided reporting, Daily Dairies, project photos and coordination with the contractor keeping track of equipment and manpower.

I-405 Sepulveda Gap Closure HOV Widening Project Design-Build (Metro and Caltrans)

Los Angeles, CA – Project Manager

Ms. Keshawarz provided oversight for utility plans, and conflict matrix to be incorporated into the 35% plans, which were part of the design-build, and PS&E package for the I-405 Sepulveda Gap Closure HOV Widening Project. Subtasks included utility potholing and positive identification research of utility information, field inspection/ the utility companies, identified utility placement, managed activities amongst various jurisdictions, contractors, utility companies, material suppliers and inspectors, recommended utility relocations, including major trunk/transmission lines, observation of potholing, preparing conflict matrices and coordinating efforts with all utility companies affected by the project. Responsibilities included maintained the utility conflict matrix and as-built files provided by identifying all existing utilities that conflicted with proposed freeway changes and assigning appropriate actions to resolve the conflicts, investigation of real estate prior rights, ownership, property acquisition, reviewed the feasibility studies and resolved the conflicts relocation of large sewers, water mains, and other utilities. She also observed and inspected potholing in the field and reviewed ownership and affiliated documentation. **Project Cost: \$1.9 Billion**

SR-91/I-15 Corridor Improvement Design-Build Corona, Caltrans, RCTC and City of Corona

Corona, CA – QA/QC Manager

Ms. Keshawarz provided construction management for the SR-91 Corridor Improvement Project, a roadway widening project. The work included the enhanced design, demolition of existing facilities, 34 new bridge structures, a new toll express viaduct, new retaining walls, concrete paving, utility relocation, and significant coordination with multiple local, state, and federal agencies. Additional duties included management of all quality control items related to the project review of design documents for completion, oversight of the preparation for NDC's (Notice of Design change), issuance and coordination of change orders with all subcontractors affected by the change, the review of supplier inspection procedures, personnel qualifications, verification of documentation and certificates for materials purchased by vendors to ensure compliance with contract documentation and specifications. Ms. Keshawarz participated in weekly QA/QC meetings for Caltrans, Caltrans METS, RCTC, City of Corona, and site inspection meetings, as well as managed the engineering submittals such as, shop drawings/RFI's with engineering staff, implemented and managed the QC program using the three phase quality control system, while ensuring quality plans meet the contract requirements and approved the design materials for the project. She evaluated and confirmed project compliance with the Caltrans Local Assistance Procedures Manual and that construction was in compliance within the Standard Specifications for Public Works Construction (Green book), and field inspection/observation of any noncompliance with BNSF safety requirements and reported the noncompliance to BNSF Project Engineer. Additionally, she coordinated work with the BNSF team such as, Project Manager/Engineer, Track, Environmental and Signal, and reviewed applicable submittals accepted by BNSF for all operationally critical work shoring, falsework, demolition, erection, and construction phasing that are within compliance with the BNSF's guidelines and coordinated the approval with BNSF Engineer. **Project Cost: \$1.5 Billion**

I-15/I-215 Interchange (Devore) Design-Build - San Bernardino County, CA – QA/QC Manager

Ms. Keshawarz provided construction management for I-15/I-215 Interchange (Devore) expansion project, 6 new bridges, 11 widened bridges, retaining wall design, utility relocations, and significant coordination with multiple local, state, and federal agencies. Additional duties included management of all quality control items related to project. Obtained all permits and approvals, coordination with the client and sub-consultants, interacted with all project team members, Caltrans METS, contractors, material suppliers, inspectors, to assisted resolving various disputes to assure the project on time completion, ensured the project compliance with the Caltrans Local Assistance Procedures Manual and construction in compliance the Standard Specifications for Public Works Construction (Green book). Reviewed supplier inspection procedures, verification of documentation and certificates for materials purchased by vendors to ensure compliance with contract documentation and specifications. Ms. Keshawarz participated in weekly QA/QC meetings for Caltrans, Caltrans METS, RCTC, City of Corona, and site inspection meetings.

Sergio Topete | Project Manager & Construction Inspector

BIOGRAPHY



Mr. Topete has over 35 years of civil engineering experience, with a career track focused on City Engineering Management, planning, organizing, directing, and reviewing of all activities and operations of a Public Works Department. Duties include reviewing, designing and approving plans, specifications, estimates and bids, directing inspection activities, coordination of assigned activities with other departments, divisions and outside agencies, oversight of the City's annual street improvement program, CDBG Projects, SR2S, Prop. C, STPL and providing highly complex administrative support to the Public Works Director. Mr. Topete has directed and participated in the construction and inspection of infrastructure projects, establishing project schedules, verification of project status, ensuring compliance with contract specifications and Local and National codes. His experience includes developing and monitoring contractor pay requests, vendor pay requests, sub-contractor pay requests and equipment/manpower reports. He is also bilingual in English and Spanish.

CV

Education

- Bachelor of Science Degree in Architectural & Civil Engineering
- National Polytechnic Institute, Mexico City, Mexico

Professional Registrations

- Registered Engineer License # 1298788 (Mexico)

Experience

- 3 Years with Southstar | 35 Years in Role

Garfield Avenue & Imperial Highway Street Improvements, Firestone Boulevard & Otis Street Improvements, and Imperial Highway Center Median Project

South Gate, CA – Construction Inspector

Mr. Topete performed field inspection of pavement concrete grind asphalt; leveling course; ARHM overlay; demolition and replacement of ADA ramps; construction of medians and walkways with landscape grouted cobble, decomposed granite, boulders, irrigation system; striping; replaced traffic signals; removed and replaced curb & gutters, driveways, cross gutters; and install new controller, removed and replaced electrical pedestal. The project required heavy traffic control and coordination with business owners. Work also included photo documentation, measuring, calculating, and recording all construction quantities for estimates. **Project Cost: \$7 Million | Performance Period: 10/2020 – 03/2022**

CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015) Project.

Huntington Park, CA – Construction Inspector

Mr. Topete performed field inspection of demolition and replacement of ADA ramps; installation of flashing beacons; striping; replaced streetlight poles; removed and replaced curb & gutters and sidewalks. The project required heavy traffic control and coordination with residents. Work also included photo documentation, measuring, calculating, and recording all construction quantities for estimates. **Project Cost: \$1 Million | Performance Period: 09/2022 – 01/2023**

Bellflower Boulevard Widening Project. Artesia Boulevard to SR-91 WB Ramp. Specification No. 14/15-09

Bellflower, CA – Construction Inspector

Mr. Topete provided the inspection expertise and services for the widening project at Bellflower Blvd. and Artesia Blvd. Features include wider dedicated right turn lanes for SR-91 freeway access, longer left turn lanes for SR-91 freeway ramp access, newly paved roadway and pavement striping and signs, wider travel lanes, a right turn arrow for southbound right turns from Bellflower Blvd. to Artesia Boulevard, all new traffic signals, traffic signal equipment and fiber optic, new traffic signal timing and crosswalk improvements, new street lights poles and lamps. Coordination with Caltrans was required for the encroachment permit improvements in areas with Caltrans access control.

Project Cost: \$1.8 Million | Performance Period: 01/2019 – 09/2019

Pacific Boulevard Improvements

Huntington Park, CA – Construction Inspector

Mr. Topete provided inspection services for the Pacific Boulevard Improvements Project. His scope of work included inspection during the construction and closeout phases for the replacement of ADA ramps on the commercial street. In addition, Mr. Topete inspected the reconstruction of damaged sidewalks, and the installment of new irrigation and street lighting system on the Historic Old Town Street. Mr. Topete was also responsible for inspecting the installation of new landscape with new trees and plants. The project required caution traffic control and coordination with business owners. **Project Cost: \$2.5 Million | Performance Period: 05/2016 – 10/2016**

Ramon Carlos | Labor Compliance Officer

BIOGRAPHY		Mr. Ramon Carlos, Jr. has been a labor compliance officer since 2003 with the public sector as well as private sector. He takes on highly challenging positions and projects, and with his energy, initiative, and ability to implement and administer programs, delivers successful assignments that have built his reputation in our industry as one of the best labor compliance officers in the Inland Empire.
CV	Education	High School Diploma
	Experience	11 Years with Southstar 20 Years in Role
City of Corona, I-15/Cajalco Road Interchange Project Corona, CA - Labor Compliance Officer Mr. Carlos served as the labor compliance officer for this \$50M project. The project reconstructed the interchange located on Interstate 15 at Cajalco Road in the City of Corona. The improvements will increase the capacity of the overcrossing and ramps to reduce congestion and accommodate projected development and growth in the area. As the labor compliance officer, Ramon is responsible for reviewing contractor's certified payroll records, performing worker interviews, DBE reports and EEO records. Project Cost: \$50 million Performance Period: 10/2017-3/2020		
I-10/Jefferson Street Interchange Project, Indio, CA Indio, CA - Labor Compliance Officer Mr. Carlos served as the Labor Compliance Officer for this project that consisted of widening the existing structure for both west and east bound traffic. The project added a 5-foot bike lane and an 8-foot shoulder to improve pedestrian safety and tie in with the existing east and west bound approaches by widening the existing structures. The project also included the installation of a water main on Foothill. Throughout the construction duration, one-way traffic was maintained on Foothill Boulevard, continuous access to the businesses and residents was also maintained. Project Cost: \$45 million Performance Period: 03/2015-10/2017		
Foothill Boulevard Bridge Widening San Dimas, CA - Labor Compliance Officer Mr. Carlos served as the Labor Compliance Officer for this project that consisted of widening the existing structure for both west and east bound traffic. The project added a 5-foot bike lane and an 8-foot shoulder to improve pedestrian safety and tie in with the existing east and west bound approaches by widening the existing structures. The project also included the installation of a water main on Foothill. Throughout the construction duration, one-way traffic was maintained on Foothill Boulevard, continuous access to the businesses and residents was also maintained. Project Cost: \$2.3 million Performance Period: 03/2015 – 04/2016		
Los Alamos Bridge, I-15 Murrieta, CA - Labor Compliance Officer As the labor compliance officer, Mr. Carlos reviewed the Prime and subcontractor certified payrolls, monthly, to confirm compliance with specified prevailing wage requirements. He also provided written reports with any findings on certified payroll reviews and interviews to construction manager monthly. Project Cost: \$30 million Performance Period: 12/2006-12/2010		
Riverside Water Treatment Plant (WQCP expansion project) Riverside, CA – Labor Compliance Officer Mr. Carlos served as the labor compliance officer. He reviewed the Prime and subcontractor certified payrolls, monthly, to confirm compliance with City of Riverside specified prevailing wage requirements. He conducted on-site/mail interviews with prime and subcontractor employees to confirm compliance with the City of Riverside specified prevailing wage requirements. He conducted source document reviews on contractors who performed work on project. He also provided written reports with any findings on certified payroll reviews and interviews to construction manager monthly. Project Costs: Various Performance Period: Various		

Garreth Saiki, PE, GE

Materials Principal Engineer



YEARS OF EXPERIENCE/ YEARS WITH NINYO & MOORE

33/21

EDUCATION

MBA, 1998, University of California Davis

M.S., Geotechnical Engineering, 1989,
University of California Berkeley

B.S., Civil Engineering, 1987, University of
California Berkeley

REGISTRATIONS/ CERTIFICATIONS

PE 49665 (California)

GE 2509 (California)

Nuclear Gauge Operator Certification

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

As a Principal Engineer for Ninyo & Moore, Mr. Saiki coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including highways, railroads, airports, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results, project plans and specifications; provides supervision and technical support to staff-level engineers and geologists; performs project administration and management; and provides forensic evaluation of distressed pavement, residential and commercial structures.

EXPERIENCE

177th Street Rehabilitation, Torrance, California: Served as Principal Engineer providing oversight for field/laboratory testing and asphalt plant inspection services which included testing of construction materials and inspection of paving operations to verify that the materials comply with project specifications and special provisions for constructing the 177th Street Pavement and Sewer Repairs (Prairie Avenue to Hawthorne Boulevard) and Miscellaneous Alley Improvement.

Rosemead Boulevard Safety Enhancements and Beautification Project, Temple City, California: Principal Engineer retained for quality assurance testing services in accordance with the City of Temple City's Quality Assurance Program (QAP) during construction of the Rosemead Boulevard Safety Enhancements and Beautification project in Temple City, California. The project consisted of rehabilitation of the subgrade (SG), aggregate base (AB), Portland Cement Concrete Pavement (PCCP), and asphalt (AC) pavement.

Hawthorne Boulevard Improvements, Hawthorne, California: Served as Principal Engineer providing oversight for quality assurance materials testing services during construction of the Hawthorne Boulevard Improvements Project located in Hawthorne, California. The project consisted of various improvements to Hawthorne Boulevard from El Segundo Boulevard to Rosecrans Avenue within the Hawthorne city limits.

Whittier Boulevard and Beach Boulevard Intersection Improvements, La Habra, California: Principal Engineer for the geotechnical and materials testing services during construction of the Whittier Boulevard and Beach Boulevard Intersection Improvements project located in La Habra, California. The construction included new concrete and asphalt concrete hardscape, as well as new associated lighting construction. Services included field observation and density testing during the various subgrade, aggregate base, and asphalt concrete compaction operations. Mr. Saiki oversaw project coordination and management in order to assist the City in maintaining the project's overall fiscal budget, as well as data compilation and review of the project field and laboratory test results.

Residential Roadway Rehabilitation, City of Fountain Valley, California: Served as Project Manager for materials testing services during construction of the Residential Roadway Rehabilitation – Quadrants C2 and C4 Project. The project included asphalt concrete overlay improvements to various streets in Fountain Valley. The project also included replacing concrete driveways, curb & gutters, and sidewalks.

Vance L. Hunter

Materials Lead Technician



REGISTRATIONS/ CERTIFICATIONS

Caltrans TL-0111 Certification

ACI Concrete Field Technician
Certification

OSHA 40-hour Hazardous Waste
Operations and Emergency Response
Certification

Nuclear Gauge Operator Certification

As a Senior Field Technician for Ninyo & Moore, Mr. Hunter performs field testing of concrete and asphalt concrete, provides inspection of asphalt and concrete batch plants, provides geotechnical laboratory testing, quality control for all laboratory procedures, including fulfilling requirements for ASTM, AASHTO, CALTRANS, ACI, and UBC Standards, and provides geotechnical observation and testing services for earthwork projects.

EXPERIENCE

177th Street Rehabilitation, Torrance, California: Served as Senior Field Technician providing testing of construction materials and inspection of paving operations to verify that the materials comply with project specifications and special provisions for constructing the 177th Street Pavement and Sewer Repairs (Prairie Avenue to Hawthorne Boulevard) and Miscellaneous Alley Improvement.

Del Amo Boulevard Improvements Phase 1 Project, Torrance, California: Served as Senior Field Technician providing soils and materials testing services during construction of the Del Amo Boulevard Improvements Phase 1 Project in Torrance, California. The project involved installation of two water lines and two sewer lines. Scope of work included sampling and testing of pipe bedding, trench backfill, aggregate base and asphalt concrete pavement.

Caltrans District 12/Sampling and Testing Services, #12A1437 and #12A1589, Orange County, California: Senior field Technician responsible for providing materials testing services to support the development and construction of state transportation projects in District 12. Field services included sampling and testing of concrete, asphalt concrete subgrade, and aggregate base. Laboratory testing services included California Impact Test, R-value, AC extraction, AC maximum density, durability, and flexural strength testing. Testing was performed in accordance with CTM standards.

Caltrans District 12 I-405 Improvement Project, Orange County, California: Ninyo & Moore was retained to provide materials sampling and testing services for the I-405 Improvement Project between SR-73 and I-605. The project consists of 16 miles of improvements, including adding one regular lane in each direction between Euclid Street and I-605, as well as improvements to existing on-ramps, off-ramps, and bridges. The project also included the creation of the I-405 Express Lanes which incorporate the existing carpool lanes and a new lane in each direction between SR-73 and I-605. Ninyo & Moore's services included sampling and testing for soils, concrete, and asphalt materials per Caltrans and AASHTO Specifications. Work also included working out of Caltrans' laboratory located in Huntington Beach.

Hawthorne Boulevard Improvements, Hawthorne, California: Served as Senior Field Technician providing quality assurance materials testing services during construction of the Hawthorne Boulevard Improvements Project located in Hawthorne, California. The project consisted of various improvements to Hawthorne Boulevard from El Segundo Boulevard to Rosecrans Avenue within the Hawthorne city limits.

I-5 and La Paz Road Widening, Laguna Hills, California: Served as Senior Field Technician retained to provide sampling and testing of structural concrete, trench backfill, retaining wall backfill, subgrade, aggregate base, and asphalt concrete. Our services also included batch plant inspection during production of asphalt concrete and structural concrete. The project schedule required work at night and on weekends.

I-15 at Duncan Canyon Interchange Project, Fontana, California: . Responsible for providing materials testing services during construction. The project consisted of modifying the existing interchange, realignment of Lytle Creek Road, and storm drain improvements. His services include oversight of field testing of soil, aggregates, concrete and asphalt concrete, inspection of asphalt and concrete batch plants, geotechnical laboratory testing, and quality control for all laboratory procedures, including fulfilling requirements for ASTM, AASHTO, CALTRANS, AC

References

Southstar is proud of our references, as they generate repeat business, and help us grow. The three (3) references that we've chosen to showcase in our proposal include the Cities of South Gate, Bellflower and Santa Fe Springs. Not only do we work regularly within these Cities but the work performed within these jurisdictions are consistent with the scope of work to be performed in this contract. Owing that these Cities are all within the Gateway Cities subregion: we know that you know them and can also have candid discussions about our abilities to deliver work professionally, on-time and under budget



Garfield Avenue & Imperial Highway Street Improvements, Firestone Boulevard & Otis Street Improvements, and Imperial Highway Center Median Project

Southstar Engineering provided construction management, inspection, and labor compliance services for this two project contract. Services provided include: contract administration, construction observation/inspection, utility coordination, surveying, labor compliance, traffic engineering support, geotechnical and material testing services, and project close-out services.

Imperial Highway between Los Angeles River and west City limits: (a) Installation of a raised center medians with landscape and hardscape, (b) landscape uplighting, (c) pavement rehabilitation, (d) reconstruction of deficient sidewalk, curb and gutter, drive approaches, and (e) ADA compliance.

Garfield Avenue between Jefferson Avenue to South City limit: (a) Installation of landscape, (b) pavement rehabilitation, (c) reconstruction of deficient sidewalk, curb and gutter, drive approaches, and decorative paver crosswalks, (c) ADA compliance, and (d) Hollydale Library Improvements.

Firestone Boulevard between San Miguel Avenue to Otis Street: (a) Installation of the landscape, (b) construction of a drop-off/pick-up lane and traffic signal modification at Firestone Boulevard/Otis Street, (c) pavement rehabilitation, (d) reconstruction of deficient sidewalk, curb and gutter, drive approaches, and (e) ADA compliance.

LOCATION

South Gate, Los Angeles County, CA

OWNER

City of South Gate
Jose Loera, Interim Deputy City Engineer/City Traffic Engineer
8650 California Ave,
South Gate, CA 90280

Office: 323.563.9578

E-Mail:

Jloera@sogate.org

CONSTRUCTION COST

\$6 Million

DATES OF SERVICE

09/2020 - 03/2022

STAFF

Yvette Kirrin, PE - Project Manager

Sergio Topete -
Construction Inspector



City of Bellflower - On-Call Construction Management and Inspection Services

The Southstar team provided construction management and inspection services for various improvements projects throughout the City of Bellflower. Mr. Topete was the preferred inspector for these projects due to his successful track record in the local area. After completion of these improvement projects, the City provided Southstar with immense appreciation for Mr. Topete's work. Inspection services provided include the observation of the installment of concrete on sidewalk around the pull box on Bellflower Bl. and Artesia Bl., the subcontractor making wire connections on the control panel, excavation and leveling of ADA ramps, and the installment of concrete into ADA ramps. Below is a list of Task Orders for Inspection Services:

- Bellflower Boulevard Widening Project. Artesia Boulevard to SR-91 WB Ramp. Specification No. 14/15-09 (with Caltrans Coordination)
- Eucalyptus Avenue Street Improvements from Somerset Boulevard to Flora Vista Street (Specification 13/14-04)

LOCATION

Bellflower, CA

OWNER

City of Bellflower
Mr. Jerry Stock - City Engineer &
91/605/405 TAC Vice-Chair

16600 Civic Center Dr.
Bellflower, CA 90706

Cell: 714,448,5835

E-Mail:

Jstock@bellflower.org

CONSTRUCTION COST

Various

DATES OF SERVICE

02/2017 - Ongoing

STAFF

Yvette Kirrin, PE - Project Manager

Sergio Topete -
Construction Inspector



City of Santa Fe Springs - On-Call Construction Inspection and Engineering Professional Services

Southstar Engineering has been providing project management, construction management and public outreach services on various Capital Improvement Projects for the City. Improvements included: reconstruction of sidewalks, stamped concrete, curb and gutters; upgrades or additions of ADA ramps; pavement rehabilitation; storm drain reconstruction or rehabilitation; and traffic signal upgrades, landscape and irrigation improvements, bioswale construction, and parking lot resurfacing. Below is a list of completed task orders:

- Santa Fe Road Improvement Project
- Ann Street Improvements Project
- Painter Road Improvement Project
- Rivera Road Street Improvements Project
- Santa Fe Springs Slurry Seal Program
- Scoreboard Replacement Project
- City Hall Parking Lot Improvements Project
- Whittier Water Main Connection
- Barkley and Parkmead Street Improvement Project
- Florence Avenue Water Main Relocation Phase 1 and 2 Project
- Florence Avenue Widening Project
- I-5 Florence Avenue Interchange Project
- Greenleaf Avenue Street Improvement Project
- Valley View Grade Separation Project, E-76 Submittal
- Street Light Inventory Project, City-Wide

LOCATION

Santa Fe Springs,
Los Angeles County, CA

OWNER

City of Santa Fe Springs
Robert Garcia, CIP Manager
11710 Telegraph Rd,
Santa Fe Springs, CA 90670

Office: 562.868.8511

E-Mail:

public_works@santafesprings.org

CONSTRUCTION COST

Various

DATES OF SERVICE

01/2016 - Ongoing

STAFF

Yvette Kirrin, PE - Project Manager

Sergio Topete -
Construction Inspector

February 9, 2022

CITY OF HUNTINGTON PARK

ADDENDUM NO. 1

REQUEST FOR PROPOSAL: CIP 2018-11 ATP CYCLE IV

Questions pertaining to the Request for Proposal (RFP) for CIP 2018-11 ATP Cycle IV Project. Answers are highlighted in yellow.

1. On page 4, "Required Format for Technical Proposal Submittal" does not specify a section for Scope of Work and Technical Understanding. Should we include a scope of work, and how many pages are allowed?

Section under Qualifications and Experience of Consultant's Personnel should suffice.

2. What is the Projects Budget?

Construction project cost listed on the title page of the contract specifications.

3. Based on the plans and specs, this is a 150 working days project, is this correct for the purpose of Fee proposal?

This is the time allotted for the project. Assumptions should be made on long lead items, rain delays, material delays, etc.

The following modifications are hereby made a part of the contract documents and supersede, replace, and/or amend the provisions included in the original RFP documents as stated above. The following addendum is hereby made a part of the RFP:

Request for Proposal

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Director of Public Works

Date: 2/9/2023

Any and all notifications or Addendums must be acknowledged via signature by the Proposer and made part of and incorporated as part of the proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Yvette Kirrin, PE

Contractor Name


Signature

02/23/2023

Date

President

Title

COST PROPOSAL - SOUTHSTAR ENGINEERING AND CONSULTING, INC.

February 23, 2023

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

**RE: Proposal to provide Construction Management and Inspection Services:
CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014)**

Dear Mr. Roldan,

Southstar Engineering & Consulting, Inc. (Southstar) greatly appreciates the opportunity to submit the below cost proposal. The Southstar team is prepared to work under the City's Public Works Staff to support the CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014) project.

Southstar Engineering is the team to deliver the quality, responsiveness, innovation and value that the City of Huntington Park expects, and we want to successfully deliver your project on schedule and under budget.

Southstar Engineering and Consulting, Inc. Cost Proposal - City of Huntington Park CIP 2018-11 Active Transportation Program Cycle IV Project No. ATPL-5150(014)					
Name	Role	Weeks**	Total Project Hours***	Hourly Rate	Total Cost
Yvette Kirrin, PE	Principal-In-Charge (\$7770.00 Courtesy Credit)	30	30	\$ 259.00	\$ -
Rose Keshawarz	CM Contract Administration/Support	30	300	\$ 175.00	\$ 52,500.00
Sergio Topete	PM/Construction Inspector	30	1200	\$ 135.00	\$ 162,000.00
Ramon Carlos	Labor Compliance	30	60	\$ 143.00	\$ 8,580.00
				Total	\$ 223,080.00

Ninyo & Moore	Materials Testing
- Field Services	\$15,000
Laboratory Testing	\$5,000
Project Coordination	\$5,000
Total	\$25,000

Total Project*	\$248,080
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*Cost does not include any pre or post construction activities, optional services can be provided at an additional cost of \$7,500 per phase.

**Assumes 30 week construction duration, 40 hours/week construction inspection, 2 hours/week labor compliance

***Budget based on 150 working days per the RFP

Engineer's Estimate: \$3,800,000
Proposed Fee % of Engineers Cost
6.53%

The Southstar team looks forward to continuing our working relationship with the City of Huntington Park. Again, we appreciate the opportunity to submit our qualifications to you.

Sincerely,



Yvette Kirrin, PE
President & Principal-in-Charge
Southstar Engineering & Consulting, Inc.



ATTACHMENT "B"

Attachment 2

Consultant Proposals

A1 Management and Inspection, West and Associates, Infrastructure Engineers, FCG, Anser Advisory, and Berg and Associates

Available at the City Clerks Office

ITEM 6



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

March 21, 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 SUBMIT THE CITY'S FISCAL YEAR 2023-24 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to submit the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for Fiscal Year 2023-24.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 21, 2020, the City Council authorized the City Manager to sign the Los Angeles County (County) Safe, Clean Water (SCW) Program Transfer Agreement. The Municipal Program is designed to maximize the ability of the City to address local stormwater and urban runoff challenges and opportunities.

Annual expenditure plans are due April 1st of each year for the upcoming fiscal year (FY). The intent of this plan is to provide a description of projects, programs, Operation and Maintenance and other activities that are funded through this program. Projects and programs presented in the expenditure plan are required to include water quality benefits. Multi-benefit projects and nature-based solutions are also highly encouraged. The plan includes the expected budget of estimated expenditures, overview of benefits achieved, achievement of the City project/program goals, work schedule, completion date and other objectives that will demonstrate the City's use of funds.

The City Council approved funding the design of a water quality, multi-benefit and nature-based solutions Green Street Project along Salt Lake Avenue south of Walnut Street in the FY 2022-23 Expenditure Plan. Goal of this project is to infiltrate surface urban runoff and capture rain water to the Municipal Separate Storm Sewer System (MS4).

Section A-1 below focuses on the construction of MS4 improvements along the Salt Lake Avenue corridor south of Walnut Street. Staff's recommendation is for the approval

CONSIDERATION AND APPROVAL TO SUBMIT THE CITY'S FISCAL YEAR 2023-24 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM

March 21, 2023

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of Measure W funding towards stormwater related projects and programs as shown on the following table:

Section	Description	Amount
A-1	Construction of water quality, multi-benefit and nature-based solutions Green Street Project – Salt Lake Avenue south of Walnut Street	\$501,365.07
A-2	A. IC Inspections/MS4 Permit (West & Associates Engineering, Inc)	\$101,760
	B. CIP Re-Evaluation for Stormwater Improvements Program (West & Associates Engineering, Inc)	\$16,240
A-3	A. Nationwide Environmental Services (Catch Basin Cleaning)	\$68,110
	B. Nationwide Environmental Services (Street Sweeping)	\$70,850
A-4	Stakeholder and Community Outreach	\$5,000
A-5	Post Construction Monitoring	\$0
	Total =	\$763.325.07

Upon approval of the recommended actions, staff will proceed to upload the detailed information on the Safe, Clean Water Program's website, as this is the new process to submit the annual expenditure report moving forward.

LEGAL REQUIREMENT

18.06 - Municipal Program Implementation.

- A. The Municipal Program shall be implemented in accordance with the provisions of this Section.
- B. Each Municipality receiving Municipal Program funding from the SCW Program shall perform the following functions as part of the Municipal Program:
 1. Prioritize the development of Projects that, to the extent feasible, assist in achieving compliance with the MS4 Permit.
 2. Prepare, prior to the start of that Municipality's fiscal year, a plan for how SCW Program funds will be used in the ensuing fiscal year.
 3. Comply with all SCW Program reporting and audit requirements, and provide to the District additional financial and other information, as required by the SCW Program or upon request of the District.
 4. As part of the Municipal Program planning process, consider Municipal-level requests for Projects from eligible Infrastructure Program Project Applicants.
 5. At least annually, prepare and provide to the public informational materials containing up-to-date information on the Municipality's actual and budgeted use of revenues from the SCW Program.
 6. Operate in accordance with best practices for government agencies.
 7. Be strictly accountable for all funds, receipts, and disbursements by the Municipality.
 8. Identify or establish, and then execute, a plan to engage with Stakeholders in the planning process for use of the Municipal Program funds during the planning and implementation of Projects and Programs.
 9. Comply with all Transfer Agreement requirements.

CONSIDERATION AND APPROVAL TO SUBMIT THE CITY'S FISCAL YEAR 2023-24 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM

March 21, 2023

Page 3 of 4

10. Prepare a vector minimization plan addressing vector considerations for the design, operation, and maintenance of each Project.
- C. Maintenance of Effort.
 1. A Municipality must spend at least seventy percent (70%) of its Municipal Program funds annually on eligible expenses related to Projects or Programs implemented on or after November 6, 2018, which also includes operations and maintenance of Projects built to comply with the MS4 Permit, so long as the Project complies with Municipal Program requirements.
 2. Up to thirty percent (30%) of a Municipality's Municipal Program funds may be used to pay for costs and expenses incurred on or after November 6, 2018, related to the continuation of Programs implemented or the maintenance of Projects implemented prior to November 6, 2018.
- D. Municipal Program Annual Progress/Expenditure Reports.
 1. Each Municipality shall prepare and submit an annual report to the District, not later than six months after the end of that Municipality's fiscal year.
 2. The annual report shall include the following information:
 - a. A summary of the expenditures and Water Quality, Water Supply, and Community Investment Benefits realized through use of SCW Program funds;
 - b. The amount of SCW Program funds expended;
 - c. Documentation that the SCW Program funds were used for eligible expenditures;
 - d. A description of work accomplished during the reporting period;
 - e. The milestones or deliverables completed/submitted during the reporting period;
 - f. The work anticipated to be accomplished during the next reporting period;
 - g. Photo documentation of the above, as appropriate;
 - h. Additional information as required by the District; and
 - i. A description of the Municipality's stakeholder-engagement activities during the reporting period, including documentation, as appropriate.
 3. The District shall review each Municipality's annual report to make a preliminary determination of whether and the extent to which each Municipality's expenditures achieved SCW Program Goals, and the District shall forward its preliminary determination to the ROC.
 4. The ROC shall review the Municipalities' annual reports after the District has completed its preliminary determination, to evaluate whether and the extent to which the Municipalities' expenditures achieved SCW Program Goals and develop recommendations as appropriate. The ROC shall report its findings and recommendations to the Board and provide copies to the respective Municipalities. (Ord. 2019-0042 § 11, 2019.)

FISCAL IMPACT/FINANCING

Under the SCW Municipal Program, 40% of the funding is allocated to cities as local return with maximum flexibility. Eligible activities include project development, design, construction, effectiveness monitoring, operations and maintenance, programs and

CONSIDERATION AND APPROVAL TO SUBMIT THE CITY'S FISCAL YEAR 2023-24 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM

March 21, 2023

Page 4 of 4

studies related to protecting and improving water quality. The City will receive direct funding via the Municipal Program proportional to the revenues generated within our boundaries.

The following table includes past allocations and actual amounts received.

Fiscal Year	Budgeted Amount	County Allocation	Unspent
2020-21	\$365,850	\$419,513.82	\$291,013.82
2021-22	\$393,960	\$428,492.25	\$42,311.25
2022-23	\$430,000	\$430,000.00*	\$0.00
2023-24	\$763,325.07	\$430,000.00*	\$0.00

* Projected County Revenues

Budget amount of \$763,325.07 utilizes the estimated FY 2023-24 County allocation along with the unspent fund balance of \$333,325.07. SCW Program payments distributed to the City shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the City only for eligible expenditures consistent with the requirements of the SCW Program.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ITEM 7



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 21, 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 SUBMIT CLEAN CALIFORNIA LOCAL GRANT PROGRAM CYCLE 2 FUNDING APPLICATION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve staff to submit the Clean California Local Grant Program Cycle 2 application to the California Department of Transportation; and
2. Authorize the City Manager to sign all applicable documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Clean California Local Grant Program (CCLGP) is a competitive statewide program created to beautify and clean up local streets and roads, parks and other public spaces. Assembly Bill 149 (Sec.16) created the CCLGP of 2021 and was codified under Streets and Highway Code §91.41 et al.

The intent of the CCLGP is to achieve the following goals:

- Reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces.
- Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect.
- Enhance public health, cultural connections, and community placemaking by improving public spaces for walking and recreation.
- Advance equity for underserved communities.

Examples of eligible features within the project area include, but are not limited to:

- Enhanced paving, using permeable pavements where possible.
- Shade trees or drought-tolerant plantings.
- Bioretention, swales, and other green street elements.
- Gateway Monuments and Community Identification projects.

CONSIDERATION AND APPROVAL TO SUBMIT CLEAN CALIFORNIA LOCAL GRANT PROGRAM CYCLE 2 FUNDING APPLICATION

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- Human-scale, energy-conserving lighting.
- Walking and/or biking facilities through the space.
- Wayfinding signage.
- Amenities related to proper waste collection or prevention (e.g., signage, bins, etc.).

There is only one application period. The following is a timeline:

April 28, 2023: Project Application Deadline

- Applicants must submit applications to Caltrans on this date.

August/September 2023: Project Award Notification

- Awarded projects are announced.
 - Grant Agreements between the grant recipient and Caltrans are executed.

June 30, 2026: Project Completion Date

- Date by when projects must be completed and all funds expended.
 - If the project involves infrastructure components, all components must be opened to the public and all funds must be expended by this date.

December 31, 2026: Project Closeout

- Date by when final invoicing and project closeout must be completed.

Project Selection Criteria

Caltrans will develop project selection criteria that will incorporate:

- Community need
- Potential to enhance and beautify public space
- Potential for greening to provide shade, reduce the urban heat island effect, and use native drought-tolerant plants
- Potential to improve access to public space
- Public engagement in the project proposal that reflects community priorities
- Benefit to underserved communities

Project focus is on Salt Lake Avenue from Walnut Street to Santa Ana Street. This segment of Walnut Street has an ultimate right-of-way of 40 feet. Project objective is to clean and beautify the Salt Lake Corridor in order to add sidewalks, native/drought tolerant trees, trash receptacles, pedestrian lighting and ADA-compliant pedestrian ramps. Included is angled parking on the west side of the street to increase the number of spaces and utilize porous pavement in the parking stalls. Staff recommends submittal of the grant application by April 28, 2023 in order to obtain funds.

LEGAL REQUIREMENT

A Restricted Grant Agreement (Attachment 1) will be utilized for the distribution of funds. The agreement will specify, among other things, the amount of funds granted, local match funds required, timeline for expenditure of funds, delivery schedule, and the approved project scope. Reporting timeframes and other requirements will also be identified in the

CONSIDERATION AND APPROVAL TO SUBMIT CLEAN CALIFORNIA LOCAL GRANT PROGRAM CYCLE 2 FUNDING APPLICATION

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agreement. All projects must be completed and all funds must be expended by June 30, 2026.

FISCAL IMPACT/FINANCING

Each grant award shall not exceed five million dollars (\$5,000,000). A local City match is required. The required local match will range from 0% (i.e., no local match required) to 50%. The percentage is determined based on the "severity of disadvantage" of the community surrounding the project. The City will be required to contribute a local match estimated between 15% and 20%, which is based on the local match calculation requirements stipulated by Caltrans. Applicants will be held responsible for any local commitments at or above their minimum local match requirement as part of their grant agreement with Caltrans.

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. Draft Grant Agreement

ATTACHMENT "A"

Clean California Local Grant Program (State)
Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the (**AGENCY NAME**), hereinafter referred to as **AGENCY**, will commence on (**INSERT DATE**), or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2026**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item (**ENTER NUMBER**), and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in (enter project title here), hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** [is/is not] requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e) and the parties agree that **AGENCY** must satisfy all of the requirements of California Streets and Highways Code section 94.41(e) and the requirements established by **CALTRANS** before the **AGENCY** may receive the advance payment. The advance payment may not exceed 30% of the grant award or \$1,000,000, whichever is smaller. As a part of the final invoice and close out report, **AGENCY** must submit expenditures to reduce and reconcile the advance payment. Failure to do so will trigger recovery of any remaining advance balance. This recovery may include issuance of an accounts receivable bill, repayment plan, reduction/offset on invoices from other current or future projects, and/or sanctions on any future advance request. If **CALTRANS** approves advanced payment, **AGENCY** shall invoice for 100% of the advanced payment, in one invoice, within 90 days of the execution of this RGA.
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title*	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item XXXX-XXX-XXX State Program Code XX.XX.XXX.XXX FY XXXX/XX FY XXXX/XX	 \$X,XXX.XX \$X,XXX.XX
Cash Local Match	Agency Provided	\$X,XXX.XX
Value of Third-Party In-Kind Contributions	Agency Provided	\$X,XXX.XX
Total of Local Funds	Agency Provided	\$X,XXX.XX
Total of other fund sources (not in-kind contributions)	Agency Provided	\$X,XXX.XX
	Total Participating Costs	\$X,XXX.XX
	Total Non-Participating Costs	\$X,XXX.XX
	Total Project Costs	\$X,XXX.XX
Notes: *Means the amounts in this column only include participating costs.		

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is (NAME AND PHONE NUMBER).
- b. **CALTRANS'** District Grant Manager is (NAME AND PHONE NUMBER). "District Grant Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

(**AGENCY** Name)
Attention: (Grantee Project Manager), (Project Manager Title)
Phone Number: (XXX) XXX-XXXX
Email:
Address
City, California Zip

California Department of Transportation
(District/Division)
Attention: (District Grant Manager), (District Grant Manager Title)
Phone Number: (XXX) XXX-XXXX
Email:
Address
City, California Zip

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **(INSERT DATE)**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than June 30, 2026. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2026. Work incurred after June 30, 2026 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2026. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2026 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS District Grant Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$XXXX.XX**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Grant Manager** at or below that fund limitation established herein.

13. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with Project Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of

termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. The certification of FY **XXXX/XX** funds will be contingent upon the passage of the FY **XXXX/XX** Budget. Payment for any work performed that is funded by FY **XXXX/XX** will be delayed if the FY **XXXX/XX** Budget is not signed by June 30, **XXXX**. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.
Also see website for summary of travel reimbursement rules.
- f. **AGENCY** shall submit invoices to **CALTRANS** at least every six months, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** District Grant Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** District Grant Manager <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall be complete with all of the following sections in the invoice completed:
 - 1) Section 1: Invoice
 - 2) Section 2: Indirect Cost Calculation, if the **AGENCY** is seeking reimbursement for indirect costs
 - 3) Section 3: Billing Summary
 - 4) **AGENCY** shall submit a completed detailed contractor award package, including final cost estimates, to **CALTRANS** after the project has been awarded to the contractor. The award package shall be submitted to **CALTRANS** with the first invoice that the **AGENCY** is seeking reimbursement for the contractor for.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least every 6 months, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2026 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in **Attachment I** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and

will no longer be accessible to reimburse late Project invoices contractor.

- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2026.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or 6-month basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2026.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** District Grant Manager to determine if **AGENCY** is performing to expectations, on schedule, within funding cost limitations, communicating interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to

intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller, or any other fund source.

- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act and State of California Executive Order N-6-22

AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that **AGENCY'S** proposed contractor is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless the proposed contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement. Additionally, and to the extent applicable, **AGENCY** shall adhere to State of California Executive Order N-6-22, issued on March 4, 2022, with regard to proposed contractor.

21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.
- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including

reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an

accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies

authorized by law.

- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written notification by the **CALTRANS** District Grant Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Public Contract Code, Section 2000 et. seq.); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Government Code, Section 4525 et. seq. and Chapter 10 of the Caltrans Local Assistance Procedures Manual); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 26, Third-Party Contracts**. The SCM can be found at the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>. Chapter 10 of the Caltrans Local Assistance Procedures Manual can be found at the following link: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be able to be provided upon request to the **CALTRANS** District Grant Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior notification in writing by the **CALTRANS** District Grant Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices.
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic

Modules.

- 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
- 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
- 6) Notify the **CALTRANS** District Grant Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. **CALTRANS'** Use of "Before" and "After" Project Photographs

- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
- b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
- c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
- d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

- a. Educational programming:
 - i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or

copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork:**

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including

television and social media campaigns), education, and exhibition catalogues or other similar publication.

- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.
- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a

disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.

- ii. **Artwork:** **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. **Avoidance of Infringement:** In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.
- c. **AGENCY** acknowledges that any submittal to the **CALTRANS'** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **AGENCY's** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of

AGENCY's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if proposed contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** shall ensure that the proposed contractor arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Proposed contractor shall provide **AGENCY** proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. **AGENCY** must be able to provide this proof upon request from **CALTRANS** District Grant Manager.

37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** District Grant Manager no later than November 1, 2026.

CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** District Grant Manager.

- c. Payments shall be forfeit if invoices are submitted after November 1, 2026.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY's** work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

AGENCY NAME

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Gretchen Chavez

Title: _____

Title: _____

Office Chief
Office of Innovative Programs
Division of Local Assistance

Date: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ITEM 8



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 21, 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 PROPOSALS FOR THE
PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-12
WATER QUALITY GREEN STREETS PROJECT ON SALT LAKE AVENUE BETWEEN
WALNUT STREET AND SANTA ANA STREET**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified architectural/engineering firms for the preparation of Plans, Specifications and Estimate of CIP 2022-12 Water Quality Green Streets Project on Salt Lake Avenue between Walnut Street and Santa Ana Street.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the March 15, 2022 City Council meeting, City Council authorized staff to submit the Los Angeles County Safe Clean Water's Municipal Program Expenditure Plan for the upcoming fiscal year 2022-23. One of the items included a complete streets element; focusing on Salt Lake Avenue between Walnut Street and Santa Ana Street. This segment of Salt Lake Avenue has an ultimate right-of-way of 40 feet.

Project objective is to clean and beautify the Salt Lake Corridor in order to add sidewalks, native/drought tolerant trees, trash receptacles, pedestrian lighting and ADA-compliant pedestrian ramps. Included in the design is angled parking on the westside of the street to increase the number of on street spaces and utilize porous pavement in the parking

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-12 WATER QUALITY GREEN STREETS PROJECT ON SALT LAKE AVENUE BETWEEN WALNUT STREET AND SANTA ANA STREET

March 21, 2023

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stalls. The enhancement become traffic calming measures that lower speeds of automobiles and define the edges of automobile travel lanes, including a road diet, center medians, shorter curb corner radii, elimination of free-flow right-turn lanes, angled, face-out parking, street trees and planter strips.

Architectural/Engineering support from an outside consultant is necessary to accomplish the design phase of the project. A formal RFP (Attachment 1) will be published to solicit proposals from qualified firms to provide design services for the project.

The following is a tentative schedule:

RFP ISSUED	March 24, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 13, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	April 20, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	April 26, 2023
TENTATIVE CITY COUNCIL AWARD DATE	May 16, 2023
APPROXIMATE NOTICE TO PROCEED DATE	May 29, 2023
100% FINAL PS&E TO THE CITY (TENTATIVE)	November 13, 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 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 architectural or engineering firms to design 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)

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-12 WATER QUALITY GREEN STREETS PROJECT ON SALT LAKE AVENUE BETWEEN WALNUT STREET AND SANTA ANA STREET

March 21, 2023

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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

City Council authorized setting aside \$168,040 towards the design of the project. At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform design services. Though 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,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. RFP CIP 2022-12 Water Quality Green Streets Project on Salt Lake Av between Walnut St and Santa Ana St

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Professional Engineering Design Services
Plans, Specifications, and Estimate (PS&E)
CIP 2022-12 Water Quality Green Streets Project on Salt Lake Avenue between
Walnut Street and Santa Ana Street
PROPOSAL DUE DATE: APRIL 26, 2023, 2:00 P.M.**

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
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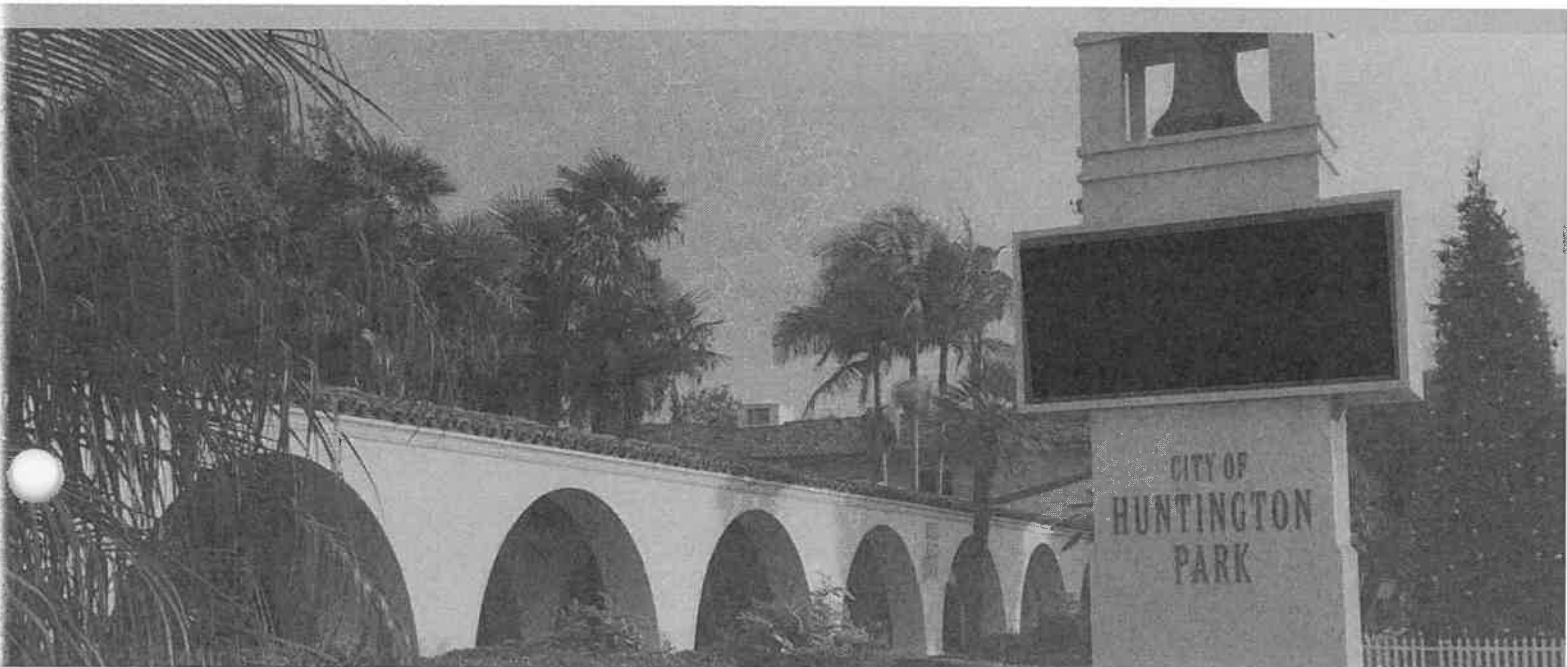


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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for design services and the preparation of Plans, Specifications, and Estimate (PS&E) for a beautification project on Salt Lake Avenue between Walnut Street and Santa Ana Street. Design will lead to the construction of complete streets beautification project.

2. OVERVIEW

This is a Complete Streets project focusing on several components within the public right-of-way along Salt Lake Avenue between Walnut Street and Santa Ana Street. City seeks proposals from qualified engineering firms to design the following components:

- Sidewalks, pedestrian ramps, driveway aprons, curb extensions/bulbouts along the westerly portion of Salt Lake Avenue
- Design of angled parking along the westerly portion of Salt Lake Avenue
 - Parking spaces: Use of porous concrete. or similar permeable paving as approved per MS4 specifications
- Design the resurfacing of the asphalt pavement, cross gutter, swale, curb & gutter, etc. along this segment of Salt Lake Avenue
- Design raised medians throughout the project site with bioretention stormwater drainage systems with gutter openings and trees
- Stormwater capture features are required to be implemented in the design

The above-mentioned items are recommendations, though it is contingent upon the design engineer to integrate other components that helps the City meet it's MS4 compliance effort.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the design of **CIP 2022-12 Water Quality Green Streets Project on Salt Lake Avenue between Walnut Street and Santa Ana Street**. The consultant applying should have significant experience in preparing plans, specifications, and cost estimates. The objective of the project is to complete 100% design and secure approval of all plans, specifications, and cost estimates by **November 13, 2023**.

- The City reserves the right to delete specific task(s).

A. Task 1 – Conduct Field Review and Surveys

- The PS&E phase will include, but will not be limited to: data collection, field reconnaissance, measurements, surveying, engineering plans, layouts, typical

sections, and construction details necessary to construct the required complete street elements.

- The Consultant shall evaluate, consider, and address existing ADA deficiencies in accordance with ADA regulations. Sidewalks/walkways in the project area will be designed and include slope percentages, elevations, etc. in compliance with ADA regulations. Improvements will comply with Greenbook and Caltrans Standards.
- Prepare Plans: Plans will be prepared using topographic base map as background in CAD format.
- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions:

July 31, 2023 – 30% submittal

September 28, 2023 – 75% submittal

November 13, 2023 – Final 100% submittal

B. Task 2 – Prepare Design Plans for Construction

- Basic Requirements:
 - A. Complete street elements
 - improve safety where pedestrians interact with traffic
 - improve connectivity and access for people with disabilities
 - increase shade to improve comfort and experience of pedestrians
 - bring "greening" and color to the streets
 - provide sustainable planting and improved water efficiency
 - B. Storm Water/Water Quality related enhancements
- Design must be prepared to comply with all state, county and local requirements. Consultants are responsible for verifying site conditions. No allowances will be made if a consultant fails to adequately examine a location before submitting a proposal.
- Upon completion of 30% design, the consultant must schedule a scoping meeting with City staff to discuss any deviation from initial meeting(s) where staff approved the conceptual plan.
- Design Services shall follow and include a schedule. Allow a minimum of two (2) weeks for each City review. It is expected that 100% plans will be complete and include comments and input from the City.

C. Task 3 – Project Specifications at 30%, 75% and 100% Submittal

- Prepare Specifications in conformance with the current Standard Specifications for Public Works Construction (Greenbook), Caltrans standard specifications Los Angeles County Public Works Department Design Manual and utilize Order No. R4-2021-0105, NPDES Permit No. CAS004004 as the guide and basis for the design. Provide the required standards and reference materials to be included in the City's standard contract documents. Every item of work must include a measurement clause and a payment clause. City does not have City standards.

D. Task 4 – Construction Estimate

- Prepare an Engineer's construction estimate for the designed Project at 30%, 75% and 100% submittal in Microsoft Excel spreadsheet format. Cost estimates shall have quantities and unit prices with back-up calculations for all quantities. The consultant shall verify all unit prices at the time of final plan approval.

E. Task 5 – Permitting and Regulations

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project to move into the construction phase.
- Document, design, and incorporate environmental requirements, mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.
- Provide a signed checkoff list certifying that all environmental clearances/permits have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the Project for construction.
- Provide design support during construction to include but not limited to review of submittals, response to RFIs, etc.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PS&E.
- Minimum number of Meetings:

- 2 - Scoping/Kick off
- 6 - City Staff

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 (30%) – 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.
- Project Approach (30%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (30%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- 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 consultants will 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 will 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 2-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.

Project Approach: Maximum 2-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

Proposed Personnel: Maximum 3-page resume for 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.

Quality Assurance/Quality Control: Maximum 2-page brief description of the consultant's approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

References: Each consultant must include at least 2 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.

Schedule and Schedule Control: Maximum 1-page schedule detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

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 Tasks 1 through 5 (e.g. flat lump sum or hourly rate structure) for each Task. 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 Tasks 1 through 5, 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 2022-12 Water Quality Green Streets Project on Salt Lake Avenue between Walnut Street and Santa Ana Street" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside. See the fee schedule below and utilize as the guide.

TASKS	ITEM	TOTAL
1	Two (2) Kickoff Scoping Meetings	
2	Six (6) Review Meetings with City	
3	Prepare & Submit 30% Design PS&E: Due July 31, 2023	
4	Prepare & Submit 75% Design PS&E: Due September 28, 2023	
5	Prepare & Submit 100% Design PS&E: Due November 13, 2023	
6	Answer Bidding RFIs/RFCs	
7	Attend Pre-Construction Meeting(s)	
8	Answer Construction RFIs/RFCs	
9	Review Construction Submittals/Shop Drawings	
10	As-Builts/Record Drawings	
TOTAL DETAILED FEE SCHEDULE		

* Mileage, printing, and other external costs should be integrated into the costs above

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

Questions regarding this proposal shall be submitted via email by **5:00 PM, APRIL 13, 2023**. In response to all questions received by this date, City will issue an Addendum on or before **5:00 PM, APRIL 20, 2023**. The addendum 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 one (1) hard copy and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, APRIL 26, 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 whatsoever 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	March 24, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 13, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	April 20, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	April 26, 2023
TENTATIVE CITY COUNCIL AWARD DATE	May 16, 2023
APPROXIMATE NOTICE TO PROCEED DATE	May 29, 2023
100% FINAL PS&E TO THE CITY (TENTATIVE)	November 13, 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) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. 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 Indemnitees 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 Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 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 (vi) 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

CONTACT: NAME, PHONE (INT., TEL., FAX), E-MAIL, ADDRESS

INSURER(S) AFFORDING COVERAGE: 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.

POLICY NUMBER	TYPE OF INSURANCE	INSURANCE PERIOD	POLICY PERIOD	INSURANCE PERIOD	LIMITS
Policy Number	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR	Current Policy Period	Current Policy Period	Current Policy Period	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
Policy Number	ANY AUTO OWNED, AUTO ONLY LEASED, AUTO ONLY OTHER	Current Policy Period	Current Policy Period	Current Policy Period	Combined Single Limit: \$1,000,000
Policy Number	UMBRELLA LIAB. EXCESS LIAB. OTHER	Current Policy Period	Current Policy Period	Current Policy Period	Each Occurrence Aggregate: \$1,000,000
Policy Number	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYEE FOR ANY CAUSE OF ACTION, INCLUDING BUT NOT LIMITED TO: EMPLOYER'S LIABILITY, DISABILITY BENEFITS, MEDICAL BENEFITS, PAIN AND SUFFERING, AND OTHER BENEFITS. (File description under "DESCRIPTION OF OPERATIONS")	Current Policy Period	Current Policy Period	Current Policy Period	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.

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 9



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 21, 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 AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE TO ENHANCE THE PLAYGROUNDS AS PART OF CIP 2022-03 SALT LAKE PARK AND CIP 2022-06 FREEDOM PARK

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a Professional Services Agreement (Attachment 1) for the preparation of Plans, Specifications, and Estimate of new playgrounds as part of CIP 2022-03 Salt Lake Park and CIP 2022-06 Freedom Park to David Volz Design for a not-to-exceed amount of \$49,932; and
2. Authorize the appropriation of \$24,966 into Account No. _____ as City staff seeks reimbursement of State funds as work progresses (Attachment 2);
3. Authorize payment of the remaining balance of \$24,966 from Account No. _____ Special Events Contributions (Attachment 3); and
4. Authorize the City Manager to execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council meeting of February 7, 2023, the City Council authorized staff to solicit proposals for the preparation of Plans, Specifications, and

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE TO ENHANCE THE PLAYGROUNDS AS PART OF CIP 2022-03 SALT LAKE PARK AND CIP 2022-06 FREEDOM PARK

March 21, 2023

Page 2 of 3

Estimate (PS&E). The Request for Proposal (RFP) was published on February 10, 2023. The City received two proposals from David Volz Design and Hirsch & Associates, Inc. on March 9, 2023. The following is a tabulation of their cost proposals:

1. David Volz Design	\$49,932
2. Hirsch & Associates, Inc.	\$92,225

City staff has relayed that support from an outside consultant is necessary to accomplish the PS&E for this project. David Volz Design has relevant experience, understanding of the scope of work and proposed method to accomplish the work. The David Volz Design is qualified and is readily available to provide the services required. Based on the need to commence the design and complete the project in a timely manner, it is staff's recommendation to award the professional services agreement for design to David Volz Design.

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.

FISCAL IMPACT/FINANCING

The City is the recipient of \$214,226 from the State of California Natural Resources Agency Department of Parks and Recreation to improve the playground equipment at Freedom Park. Preconstruction costs incurred prior to ground-breaking, such as design, permits, bid packages, the California Environmental Quality Act (CEQA) covers up to 25% of the total project cost under the executed agreement. This amount is \$53,556 (Attachment 2). Parks & Recreation has special events revenue from various sources in the amount of \$109,339.56 specifically allocated towards playground improvements at Salt Lake Park (Attachment 3).

David Volz Design submitted a competitive proposal and fee schedule in accordance with the requirements stipulated in the RFP. Staff recommends the award of the PSA to David Volz Design for a not-to-exceed amount of \$49,932. Request the appropriation of \$24,966 allocated from Account No. _____, with the understanding that Parks & Recreation staff will seek reimbursement from the State as work progresses. The

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE TO ENHANCE THE PLAYGROUNDS AS PART OF CIP 2022-03 SALT LAKE PARK AND CIP 2022-06 FREEDOM PARK

March 21, 2023

Page 3 of 3

remaining balance of \$24,966 is payable from Account No. _____ Special Events Contributions.

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. David Volz Design PSA
2. Freedom Park Funding
3. Salt Lake Park Funding
4. Hirsch & Associates, Inc. Proposal

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

Project Approval and Environmental Design
CIP 2022-03 Salt Lake Park and CIP 2022-06 Freedom Park

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **21st day of March 2023**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **David Volz Design** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on March 21, 2023, the Huntington Park City Council at its Regular Meeting approved the award of the Professional Services Agreement to the CONSULTANT for the preparation of Plans, Specifications, and Estimate of new playgrounds as part of CIP 2022-03 Salt Lake Park and CIP 2022-06 Freedom Park; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of March 21, 2023.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, for a not-to-exceed fee of \$49,932, included in the proposal reflected in **Exhibit "A"**. CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold

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

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

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

subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT

are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT

CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

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

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all

applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

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

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

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

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

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

a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;

c) comply with Applicable Law relating to the management, ownership, operation,

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

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

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

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

3.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is

terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - i. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty

(30) calendar days from the end of the initial 30-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any

duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no additional cost to CITY, a perpetual

license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which they were prepared, and should the CITY reuse or modify them without CONSULTANT'S consent, it does so at its sole risk.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

David Volz Design
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
Phone: (714) 641-1300
Attn: David J. Volz, President

CITY:

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

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement. Design completion date: **December 31, 2023**.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and

recover from the losing Party reasonable attorneys' fees and all other costs of such action.

- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

DAVID VOLZ DESIGN

By: _____
Ricardo Reyes
City Manager

By: _____
David J. Volz, President

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

PROPOSAL

To Provide Professional Landscape Architectural Design Services for

CITY OF HUNTINGTON PARK

SALT LAKE PARK AND FREEDOM PARK
(CIP 2022-03 AND CIP 2022-06)



MARCH 9, 2023

Designing landscapes that create community

DVP David Volz Design
Landscape Architects and Park Planners



Designing landscapes that create
community...

Leveraging location-based
technologies to create a smarter world

March 9, 2023

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

RE: PROPOSAL TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURE DESIGN SERVICES
FOR SALT LAKE PARK AND FREEDOM PARK

Dear Mr. Roldan,

The playgrounds at these two important community parks are in need of refurbishment. David Volz Design is well qualified to provide design for creative, fun, safe, high quality, all inclusive playgrounds at these park sites. Our park planning team has a long resume that includes hundreds of successful playlot design projects. Our designers are well-versed and will deliver plans and specifications that will provide for health and wellness, active mobility, and exercise opportunities in an inclusive exciting play environment.

Our team works closely with vendors and suppliers who select their highest quality equipment and hardware. The project manager and design team member from DVD regularly attend education seminars that address the safety, quality, and playability of recreation park components. Parks we have designed feature wonderful and creative play spaces. We will work with you and your staff to design exciting play opportunities at Salt Lake Park and Freedom Park.

Our team has reviewed your park sites and we are excited to offer Huntington Park this proposal to provide design services for these playlots. 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.

Very truly yours,

DAVID VOLZ DESIGN

David J. Volz, R.L.A. # 2375
LEED Accredited Professional, QSD/QSP

Corporate Office
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
714.641.1300

Coachella Valley Office
73060 Calle Estado
La Quinta, CA 92253
760.530.5165

San Jose Office
111 North Market Street, Suite 300
San Jose, CA 95113
669.444.0461

San Diego Office
4660 La Jolla Village Dr, Suite 100 #1834
San Diego, CA 92122
858.2471222

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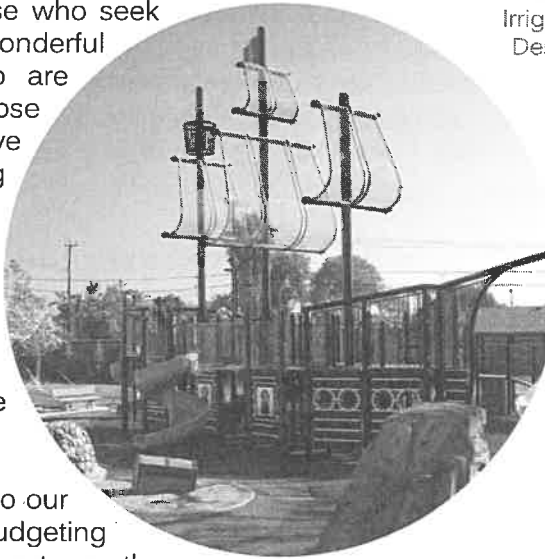
Fee Proposal
Hourly Rate Schedule



FIRM QUALIFICATIONS

CONSULTANT BACKGROUND

David Volz Design (DVD) is committed to the creative design of outstanding public spaces. We develop landscapes, parks, sports fields, and streetscapes to meet the specific needs of their communities. DVD designs special environments for those who seek recreation in a beautiful setting: wonderful natural environments for those who are simply looking for respite, and for those who pursue recreation and competitive athletic endeavors on the playing field. Our firm capitalizes on what the site and nature has to offer. For all of our commissions, we work to enhance the site's use, working within environmentally sound parameters while taking full advantage of the site and its surroundings to best service the community's needs.



We provides a wide range of services to our public agency clients: site planning, budgeting and preparation of construction documents are the mainstays of the services we provide. Public facilities and landscape improvements we have designed are evident in communities throughout Southern California. We have successfully delivered award-winning public landscape important projects in all over California

We strive to stay on top of the constantly changing world of the construction industry and its pricing. We regularly analyze what is happening with projects during estimating and bidding process to ensure that we are as close as possible to our clients' budget. We have been very successful in tracking costs.

Our company understands the importance of protecting the environment, protecting our resources and the health of future generations. DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer QSD company. We understand the commitment we have to the public to deliver quality projects that offer a high return for the public funds invested; projects that can be maintained and deliver a lifetime of service to the communities they are built for.

Our team will be easy to work with, creative, and responsive. We live by our mission statement to "create community" through our designs. Together our firm will be a pro-active knowledgeable resource for your city staff.

PLANNING & DESIGNING

Demonstration gardens, mitigation & restoration
Nature parks, interpretive gardens & wilderness camps
Streetscape development & redevelopment
Community, Neighborhood & mini-parks
Facility master plans & feasibility studies
School fields & campus planning
Irrigation renovation & redesign
Design guidelines & standards
Sports parks & stadiums
Grant applications
& GIS

Founded in 1997
25 years in business
S-Corporation-CA
Never filed for bankruptcy
Wholly-owned Business
12 employees
David Volz RLA#2375
Gary Vasquez RLA #3883
Eric Sterling RLA#5463
Luis Pedraza RLA#6782
LEED Accredited
SBE

"DVD continues to build its reputation on creativity and service in the design of outstanding public spaces. We create high quality public spaces for our clients' communities and neighborhoods. We work with public agencies and the people they serve to develop innovative landscapes of outstanding beauty."

Contact Person:
David Volz, President, RLA,
LEED AP, QSD/QSP
714-641-1300
dvolz@dvolzdesign.com

Like us on Facebook!
Follow us on Instagram!
@davidvolzdesign



www.dvolzdesign.com

SALT LAKE PARK AND FREEDOM PARK, CITY OF HUNTINGTON PARK



DVD



Firm Profile

DMS Consultants, Inc. is a California Corporation established in 1994. Our firm provides civil engineering and related services to municipalities, government entities, and private industries throughout Southern California. As a small business, we are committed to personal service, high quality products, close communications, and enduring client relationships. With a staff of registered civil engineers, designers, and surveyors, DMS Consultants, Inc. is uniquely qualified to respond to the diverse needs of our clientele.

DMS Consultants, Inc. is dedicated to technical excellence and high-quality services. A team approach is taken to every project undertaken, with a Project Engineer directing, managing and acting as the central design figure in the work. Our firm strives to maintain a high level of communication with the client and jurisdictional agencies.

We are acutely aware of the value and importance of providing close individual attention to each project and to working within the constraints of time and budget. We also know that the success of our firm rests clearly on the management, competence, and expertise of our professional staff and team.

DMS Consultants, Inc. presently provides on-call civil engineering design services to the City of Fountain Valley, City of Fullerton, City of Gardena, City of La Mirada, City of Newport Beach, and City of San Dimas.

DMS Consultants, Inc. has the ability to provide services for the City's various public works and capital improvement projects in the following areas:

- Roadway Pavement Improvements
- Sewer Line Improvements
- Water Line Improvements
- Drainage Facility Improvements
- Sidewalk Improvements
- ADA Compliance Improvements
- Hydrology Studies

DMS Consultants, Inc. also has the capacity to sub-consult for services in the following areas:

- Median Landscape Improvements
- Parkway Landscape Improvements
- Public Park Facility Improvements
- Geotechnical Investigations
- Traffic Engineering

RICK GOMEZ PARK

On some leftover land below the Western Avenue freeway bridge, a simple idea started a chain of events that delivered a special green space to an under-served neighborhood. The project started as a small "greening" project at the end of the 8th Street cul de sac. The project gained momentum as the city's leaders pushed forward an initiative to purchase blighted residential lots at the end of the street. Rick Gomez, a beloved long-time coach and youth advocate in Buena Park was memorialized through the theme and detailing of the park and playlot. "Get your mitts" his favorite saying adorns the sign behind the large baseball casting. The play equipment is an imaginative ballfield with climb-through gloves, larger-than-life bats, home plate, and baselines. There are even authentic bleacher seats salvaged from the Angels and the Dodgers stadium renovations. A special service of seven pictorial kiosks chronicles some fun moments of Coach Gomez's work with the community's youth.

This inviting green space is based on everything a neighborhood park should offer. Swings and climbers slide open turfgrass. There are benches and picnic spaces, exercise equipment, and multigenerational activity areas. All accessible swing riders, close by caregiver seating, pleasant, shaded walking paths, and quick hook spaces sprinkled throughout the site. Community engagement in the park design was a highlight of the planning process. Through on-site and recreation center design workshops, the neighborhood and the community influenced every aspect of the park design. There was enthusiastic support from the extended Gomez family and many Rick supporters.

Client:

City of Buena Park

Reference:

"David Volz Design has always provided the City of Buena Park with high-quality professional services for these projects and many others."

Jim Box

Director of Community Services
(714) 562-3850
jbox@buenapark.com

Key Elements:

- Universally Accessible play lot
- Baseball Theme
- Walking Track
- Exercise Equipment
- Pictorial Kiosks

Services provided:

- Master Plan
- Community Outreach
- Construction Documents
- Construction Period Services

Start Date: July 2020

Completion Date: February 2022

Design Cost: \$176,743

Construction Cost: \$1.4 million

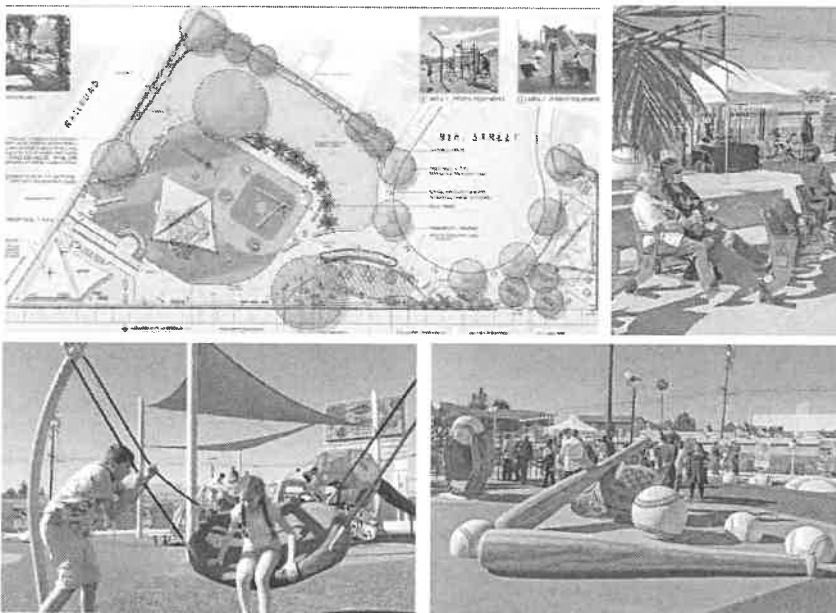
DVD Project Manager:

Gary Vasquez

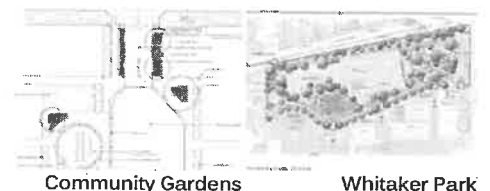
Staff: David Volz, Paul Cassar,
Luis Pedraza

Subconsultants:

NV5, Design West Engineering

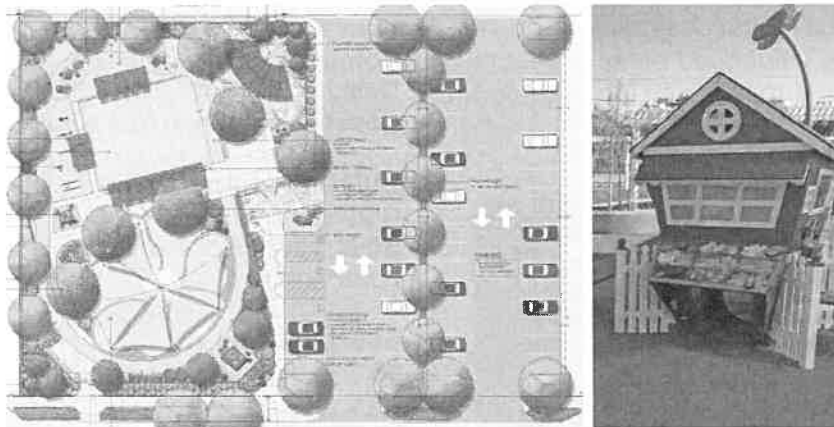


More Buena Park Projects:



PRIMROSE PARK

Primrose Park is envisioned as a new recreational community park for this central section of the city. This park will be the first park installed within the city in over 50 years and was granted funded by Proposition 68. The vision of this new park is a vibrant activity space that would include: a playground, community space for fitness and wellness activities, a walking exercise loop, and new parking lot. The park is enclosed by a boundary fence utilizing decorative metal fence types of pickets within the site and along the alley with screening panels along Primrose Avenue. Just over the fence within the park will be a landscape buffer of planting with an art piece on a pedestal with lighting as a focal point at the corner between the park and parking lot to lead the eye into the site. A walking exercise loop with rubber surfacing and wayfinding lighting will encircle the whole park with two entries, a main gateway at the center of the site and a secondary gateway along Primrose Avenue, both to be locked at dusk. The play equipment layout has dedicated areas suited for 2-to-5-year old's and 5-to-12-year old's which also incorporates a custom flower shaped shade structure within the main piece of equipment. The playground with the theme and layout inspired by flowers taking elements of the park's namesake Primroses and Camelias as depicted within the City Seal and logo, also taking elements of the color palette to be used throughout the park.



Client:
City of Temple City

Reference:
Adam Matsumoto
Director of Parks & Recreation
(626) 285-2171 ex. 4505
amatsumoto@templecity.us

Key Elements:

- Prop 68 grant funded
- Themed play
- Walking path
- Low use water system
- Drought tolerant plantings
- Exercise Equipment
- Restroom
- EV Charging stations

Services provided:

- Grant Application Assistance
- Community Outreach
- Concept Design
- Design Development
- Construction Documents
- Bidding Assistance
- Construction Period Services

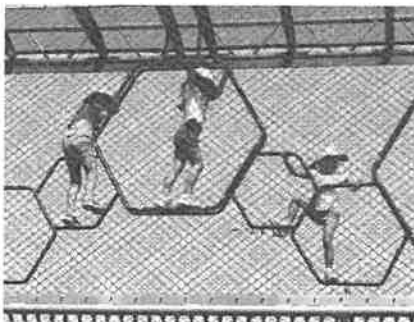
Size: 1 acre
Start Date: June 2018
Completion Date: February 2022
Design Cost: \$195,279
Construction Cost: \$2.4 Million

DVD Project Manager:
Gary Vasquez
Staff: David Volz, Luis Pedraza
Subconsultants:
DMS Consultants, Design West
Engineering



LIONS PARK PLAYGROUND IMPROVEMENTS

The City of Costa Mesa wanted to renovate their existing park and playground south of their new Donald Dungan Library. The directive for Lions Park was to remove and replace the restroom building and preserve the mature trees as well as install a new playground and retain a vintage fighter jet play structure in place. The program for users would be for ages 2 to 5 years and 5- to 12-year-old children including universal access. The programming of the play elements and surfacing of the playground design was inspired and driven by the jet fighter and an overall aviation theme. The site was zoned with the 2- to 5-year-olds to the west with swings with accessible seating for all, springers and small playhouse within rubber surfacing and a planter separation to a sand lot with sandcastle, table, and digger within as added play elements for toddlers. The 5- to 12-year-old area utilizes the renovated jet plane and a 2 towered play structure with several climb and interactive elements. The aircraft carrier rubberized surfacing pattern in between the structure and jet lent the deck of the aircraft carrier to be utilized as a runway for a zipline feature that allows the users to imagine flying over the deck. Additional program elements are swings and accessible seesaw and round-a-bout for all completing the playground. The mature tree canopies allowed families to have instant shade provided while their children engaged the site.



Client: City of Costa Mesa

Reference:

Hector Soriano

Associate Engineer

(714) 754-5045

hector.soriano@costamesaca.gov

Key Elements:

- Universally accessible play equipment
- Refurbished Fighter Jet
- Zipline swing
- Drought tolerant plantings
- Restroom

Services provided:

- Community Outreach
- Master Plan
- Construction Documents
- Construction Period Services

Acreage: approximately 1

Start Date: Feb 2018

Completion Date: July 2021

Design Cost: \$219,415

Construction Cost: \$2.4 million

DVD Project Manager: Gary Vasquez

Staff: David Volz, Paul Cassar, Luis Pedraza, Dana Bull

Subconsultants: DMS

Consultants, Design West Engineering

More Costa Mesa Projects:



Harbor Blvd Bike Trail



Harbor Blvd Medians



Tree to CAFE and Median Development Standards



Westside Improvements

ORGANIZATIONAL CHART

Our creative designers have the background and expertise to deliver outstanding landscape architecture services for your city's project. The DVD key team members are experienced and talented professionals and they will be supported by a team of licensed landscape architects, several very capable designers, sub consultants, and support staff.

Our design approach, from design development through construction document development, includes strong quality control techniques as well as several quality control measures. For example, our team will have a senior staff landscape architect assigned to specifically provide quality control oversight. This experience landscape architect will be involved in regular in-house design review of project drawings, specifications and budget estimate. He will provide input, and advice to the project administrator. This effort, together with our other quality control measures, will focus on providing the city with a design which is accurate and constructable.

Delivering projects within our client's expectations, budgets and time frame is our top priority. We will establish milestones for deliverables and set precise schedules for meetings and reviews. Our senior management will review all submittals prior to issuance. We will provide recommendations based upon experience and expertise for the betterment of any project assigned to DVD. These same senior DVD professionals will remain the primary contact for the City throughout the project.

PROJECT MANAGER - **Eric Sterling** will provide design oversight of this project and be the design professional-of-record for the construction documents. Coordination of our large team of professionals will be the responsibility of DVD's project manager, **Sarah Moon**. Sarah has extensive team leadership experience, she will be an active and engaged manager for this project. She will coordinate and lead design development meetings. Keeping in regular touch with the city project team, updating schedules and filing project progress reports, with action items, as the design is developed.

David Volz Design looks forward to a long relationship with your city. We are committed to delivering high quality services, designs, reports, documents, and support to the city

City of Huntington Park
Salt Lake Park and Freedom Park

DAVID VOLZ DESIGN
LANDSCAPE ARCHITECTS, INC

David Volz, RLA #2375,
LEED AP, QSD/P
Principal in charge

Gary Vasquez, RLA #3883
Director of design

Eric Sterling, RLA #5463
Senior Landscape Architect

Kevin Volz, GISP
Director of Innovation & Technology

Paul Cassar
Senior Landscape Designer

Sarah Moon
Landscape Designer

Angela Lee
Landscape Designer

Dana Bull
Landscape Designer

Michelle Maldonado
Project Designer

Xitlali Casarrubias
Project Designer

Jamie Graham
Executive Manager

Allie Stafford
Administrative

Jennifer Gomez
Administrative

DMS CONSULTANTS INC
Civil Engineer

Surender Dewan, P.E.
Project Manager / Senior Civil Engineer



DAVID VOLZ, RLA

PRINCIPAL-IN-CHARGE

Has over 30 years of experience in the design of successful public landscapes, streetscapes and parks. He has managed public design projects including the master planning, design, and

construction of municipal projects for more than 100 public agencies in California. Mr. Volz has a broad base of experience focused in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. His extensive knowledge of landscaping materials and vegetation is often called for at commission meetings and in council reports for agencies he has served. He has comprehensive experience in storm water treatments, habitat restoration, walking trails and water conservation.

He has an excellent reputation for facilitating community outreach programs for park design through the public input process. The public workshop process for park design is a concept that he always encourages. The opportunity to get first hand insights from users, neighbors, and the public in general is always beneficial in the design of public projects. Several of Mr. Volz's most successful park projects have benefited from the ideas and energy that were put forth at public input sessions. Public landscape, streetscape and park project experience is Mr. Volz's design focus. Serving in various capacities from principal-in-charge to designer, he has overseen scores of award-winning projects for cities, school districts and public agencies throughout California.

EDUCATION

- BS, Landscape Architecture, 1981
California State Polytechnic University, Pomona
- Graduate Studies, Computer Applications for Landscape Architecture, 1981, California State Polytechnic University, Pomona

REGISTRATION

- Landscape Architect, California #2375, 1983
- Landscape Architect, Nevada #499, 1996
- LEED Certified, 2008
- Qualified Stormwater Professional, QSD/QSP, 2015

YEARS WITH DVD: 1997 - present

ROLE: Works with the client to determine goals, presented on multiple occasions to the community and council/commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents.

RECENT PROJECT EXPERIENCE

SANTA ANA SPLASH PADS

Client: City of Santa Ana

The City has the opportunity to reimagine a portion of six existing parks and plan for new splash pads. This is precious parkland for the neighborhoods surrounding these parks each is unique and the DVD team is ready to develop specialized designed for each site.

CANYON, VILLA PARK & ORANGE HIGH SCHOOLS

Client: Orange Unified School District

DVD provided construction documents for bidding and for the adjacent site improvements of the new turf sports fields and all weather running tracks.

VERDUGO NORTH PARK

Client: City of Glendale

The intent is to provide a safe and fun and all-inclusive play space along with new park buildings, a parking lot and community facilities, and other new improvements at this important and well-used park.

WASHINGTON BLVD & I-5 ON RAMP

Client: City of Commerce

The City desires to install aesthetic improvements at the I-5/Washington Boulevard interchange, primarily consisting of landscaping, bridge painting, and a monument sign.

HOLLYDALE COMMUNITY PARK

Client: City of South Gate

This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities for the neighborhood.



ERIC STERLING

SENIOR LANDSCAPE ARCHITECT

Mr. Sterling is returning to DVD from a 9-year absence to explore worldly projects. He has 25 years of experience in landscape architecture working on projects for public agencies. His design expertise ranges from recreational parks to streetscapes, school sites, as well as city design guidelines, various Disney parks, including many award-winning projects.

A benefit to Mr. Sterling's design ability is his attention to detail and his knowledge of playground design, the latest construction practices and materials, ADA accessibility concerns. He is a key figure at DVD in coordinating design development plans and carrying them through construction drawings. He is known for his ability to collaborate with a variety of clients, architects, engineers and designers and to successfully manage projects from beginning to end.

He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients. He cooperates well with staff, clients, and agencies to create successful products and works closely with contractors during construction. He is typically responsible for plan checking to ensure the successful completion and delivery of projects.

EDUCATION

BS, Landscape Architecture, 2001, California State Polytechnic University, Pomona

REGISTRATION: Landscape Architect, California, #5463

SKILLS

Adobe Creative Suite, Sketch up, AutoCAD, Microsoft Office

YEARS WITH DVD: 2005-2012 & March 2021 - present

AVAILABILITY: 40%

ROLE: Works extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPERIENCE

COSTA MESA SANITARY HEADQUARTERS

Client: Costa Mesa Sanitary District
A turf removal/water conservation project to provide a boldly vibrant landscape design which incorporates native landscape. These outreach programs include waste reduction, composting and mulching as well as water saving irrigation practices and landscape material selection.

WOLFSON PARK EXPANSION

Client: City of Rancho Mirage
Working hand-in-hand with the city to deliver a design that meets the communities' expectations, the overall design needed to fit within the parks' existing Victorian style while accommodating new program features.

REFLECTION PARK

Client: City of Desert Hot Springs
The new program includes ADA upgrades, benches, boulders and cobble, new native landscape and irrigation, a reflective monument sign, and a grid of California Fan Palms. The Park will utilize energy efficient night lighting and no turf grass.

WHITAKER ELEMENTARY SCHOOL PARK

Client: City of Buena Park
An initial opportunity to provide some dedicated park facilities at Whitaker School has blossomed into a full of fledged "new" park across three acres of school yard. Through a series of community outreach workshops a plan has emerged with several exciting and unique elements.



SARAH MOON

LANDSCAPE DESIGNER

As an experienced Landscape Designer with over seven years of expertise in project design, Sarah has delivered innovative and unique solutions in design-

build, urban, park, and recreation design. She has a deep understanding of the complex interplay between natural and built environments and can create designs that are both functional and visually appealing.

Sarah's responsibilities as a Landscape Designer include collaborating with clients and other professionals to gather project requirements and creating detailed designs that consider site analysis, environmental factors, and user needs. Some of her notable accomplishments are completing projects within budget and on schedule and maintaining strong relationships with clients and stakeholders. Over the years, she has developed a diverse portfolio of projects ranging from small urban spaces to large public parks and recreation areas. She also has worked on various design-build projects, where she was responsible for overseeing the construction of my designs and ensuring that they meet the project's specifications.

As an experienced Landscape Designer, she is dedicated to staying up-to-date with the latest trends and technologies in the field and is committed to continually improving her skills and knowledge. She is a collaborative team player who works well with architects, engineers, and contractors to achieve the best outcomes for the project.

EDUCATION

- BS. Landscape Architecture, California State Polytechnic University, Pomona, 201x

SKILLS

AutoCAD, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: Dec. 2022 - present

AVAILABILITY: 40%

ROLE: Responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

AREA Y IMPROVEMENTS

Client: City of El Monte

Designing a one-acre park and paseo with low-impact improvements to promote a healthy lifestyle and strengthening the community through connectivity.

MAS FUKAI

Client: City of Gardena

Refurbishing a park to provide updated recreational opportunities, sustainable improvements, and maintenance upgrades can create a premiere recreational venue that serves the needs of multi-generational patrons.

PICKLEBALL COURTS @ MIKE WARD COMMUNITY PARK

Client: City of Irvine

This facility upgrade will include a 8-court layout, electrical upgrades and lighting, shade, player and spectator seating, and other amenities.

JURUPA AVENUE MEDIANS

Client: City of Fontana

We will consider the already developed street medians and the right-of-way along the project corridor to include the aesthetics of the unique neighborhood characteristics.



MICHELLE MALDONADO

PROJECT DESIGNER

As a recent graduate from the landscape architecture program at Berkeley, Ms. Maldonado brings a strong design background. With her knowledge of AutoCAD and SketchUp, as well as her attention to detail and

ability to work well in a team, she is well-suited to assist with the design and planning of various landscape projects, conduct research and gather data, and prepare cost estimates and project schedules. Her strong communication skills will also be an asset when it comes to client meetings and presentations. She has a great sense of responsibility, and she is eager to learn and grow in the field.

EDUCATION

BS, Landscape Architecture, University of California, Berkley, 2022

SKILLS

AutoCAD, Rhino, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: May 2022 - present

AVAILABILITY: 40%



XITLALI CASARUBBIAS

PROJECT DESIGNER

Ms. Cassarubbias has a strong focus on community engagement and creating designs that are versatile and provide a range of services. By engaging with the community to understand their wants and needs,

she aims to create designs that add meaning and value to the space. Her motivation and team-oriented approach will make her an asset to any team and will ensure the success of any project she works on. Her ability to balance the technical and creative aspects of landscape architecture are valuable skills, and her approach to engaging the community in her designs will bring a unique perspective to the team and projects.

EDUCATION

BS, Landscape Architecture, University of California, Berkley, 2021

SKILLS

AutoCAD, Rhino, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: June 2022 - present

AVAILABILITY: 40%

ROLE: Assist with the design and planning of landscape projects, including site analysis, conceptual design, and construction documents, Conduct research and gather data on site conditions, materials, and regulations, Participate in client meetings and prepare graphics for presentations.

RECENT PROJECT EXPERIENCE

AROVISTA PARK MODERNIZATION

Client: City of Brea

The goal is to create an all inclusive destination park to improve emotional, social, physical, and mental health and where they can explore, discover, relax, and play in a safe and uniquely fun environment.

COSTA MESA SANITARY HEADQUARTERS

Client: Costa Mesa Sanitary District

A turf removal/water conservation project to provide a boldly vibrant native landscape design.

SANTA ANA SPLASH PADS

Client: City of Santa Ana

The City of Santa Ana has the opportunity to re-imagine a portion of six existing parks and plan for new splash pads.

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This facility upgrade will include a 8-court layout, electrical upgrades and lighting, shade, player and spectator seating, and other amenities.

JURUPA AVENUE MEDIANS

Client: City of Fontana

We will consider the already developed street medians and the right-of-way along the project corridor to include the aesthetics of the unique neighborhood characteristics.



Surender Dewan, P.E., President

EDUCATION: Bachelor of Science, Civil Engineering
Delhi University, 1970
Master of Science, Civil Engineering
University of Washington, 1978

REGISTRATION: Civil Engineer, California
RCE 34559
SWRCB Certified QSD 20924

Mr. Dewan, President of DMS Consultants, Inc., has more than 30 years of professional experience in the design of Public Works projects. Mr. Dewan is responsible for performing and/or coordinating engineering design and other related technical services including project management; preparation of plans, specifications, estimates, design; and evaluation of major municipal projects.

MUNICIPAL PROJECTS

- Euclid Street Roadway Improvements - Fountain Valley
- State College Boulevard Rehabilitation Project - Fullerton
- San Dimas Avenue Improvements - San Dimas
- Hollydale Community Park - South Gate
- Del Amo Boulevard Street Improvements - Cerritos
- Madonna Area Street, Sewer & Water Reconstruction - Fullerton
- San Dimas Wash Trail - Glendora
- Via Verde Reconstruction Project from Covina Hills Street to Puente Street - San Dimas
- Chapman Avenue Rehabilitation Project from Berkeley Avenue to Raymond Avenue - Fullerton
- Bastanchury / Valencia Mesa Bile Path - Fullerton
- FY 2014-15 Street Improvements, Sewer and Water Main Replacement - Fullerton
- Design of Caltrans Curb Ramp Construction Plans, Studebaker Road at State Route 91 - Cerritos
- MacArthur Boulevard Pavement Reconstruction - Newport Beach
- Placentia Avenue Reconstruction - Fullerton
- Big Canyon Reservoir Auxiliary Maintenance Yard - Newport Beach
- Grand Avenue Beautification Project - Diamond Bar
- Covina Boulevard and Cataract Avenue Street Improvement Project - San Dimas
- Kings Road Reconstruction Project - Newport Beach
- Eastbluff Drive Street Rehabilitation Project - Newport Beach
- Seal Beach Boulevard and Lampson Avenue Median Improvement Project - Seal Beach
- Ocean Avenue Street Improvement Project - Seal Beach
- Marquardt Avenue 183rd to Artesia Boulevard Median Improvements - Cerritos
- Jamboree Road Rehabilitation, Ford to San Joaquin and Bristol to University - Newport Beach
- Arrow Highway Street Resurfacing and Restoration Project - San Dimas
- San Dimas Canyon Road, Landscaped Median and Street Restoration Project - San Dimas

PROJECT APPROACH

Creating fun, exciting safe, and maintainable play spaces is serious business. David Volz Design's park planning team has extensive experience and expertise in providing outstanding, memorable, accessible park design. Our team is obsessed with the design of play environments that provide outstanding opportunities for play and socializing within a wonderful immersive setting.

The DVD team will work with city-preferred vendors of play equipment or we will suggest some quality vendors we have used in past projects to identify durable, safe and fun equipment that will perform well in your Huntington Park facilities. Our team has worked with most play equipment manufacturers supplying pieces to Southern California cities. Our team will provide recommendations about specific equipment lines and pieces that would be appropriate and sustainable in your parks.

Salt Lake Park's play area is a small non-descript lot with two swings, a small play climber, and an interactive game piece. The play lot also contains a light pole with park regulation signs. There is little else of use to the hundreds of kids who frequent this park every week. We will prepare preliminary concepts that offer more play opportunities. The DVD team will also offer a concept plan that includes an option for a layout that would allow for larger pieces or more equipment pieces if the light pole could be moved outside of the play lot perimeter curb.

At Freedom Park, the existing playground space has a relatively small footprint that will require careful selection of the play pieces and their juxtaposition within the bounds of the playground space. At this park, the DVD team will propose appropriate equipment that will fit in the existing play space. Also, as an alternative concept plan, we will provide layout explorations for removing the broken south and east concrete flat work. We will propose replacing that flatwork with a new curb and possibly expanding the play lot by a few feet to allow for bigger play space and perhaps more equipment options.

The DVD team will build upon initial design workshops with your city staff to inform initial ideas about the rejuvenation of the play spaces and the potential equipment choices and layout concepts. During initial site reviews, our team will identify path-of-travel routes, impediments, or barriers along these routes and we will map identified ADA deficiencies. Our site maps will be based on site surveys prepared by our survey consultant.

Once our park planning team has an understanding of the city staff program and parameters, we will work with one or more manufacturers to put forward preliminary concept ideas for each



park's play space. Posters and PowerPoint slides depicting the play spaces and possible equipment options will be prepared for review by your civic leaders and the community.

The DVD design team is adept at presenting design ideas and collecting input at council, commission, and community meetings. We will present the preliminary concepts and the alternative equipment layout opportunities. Upon feedback from those helping to design their park, our design team will work with the selected play manufacture provide final concept plans with full 3D renderings of the new playground layouts and equipment.

Once the concept plans are approved, our team will refocus on providing a construction document package for the improvements of these parks. The construction documents will include plans and specifications for the play apparatus replacement, new resilient playground surfacing, path of travel sidewalk improvements, and parking space improvements.

Construction cost budgets for the improvements will be provided to the city team at the preliminary concept phase of the planning process. These estimates will be updated as the design matures with formal submittals of construction cost opinions at the final concept delivery and construction document completion.

PROJECT PROGRAM

Play equipment specifications:

- Multi-bay swing structure for 5-12 year olds
- Mommy and me swing for 2-5 year olds
- Update ADA regulations for playlot and walkway areas

Play equipment specifications:

- Age appropriate with proper signage
- Certificate seal of IPEMA
- Meet ADA accessibility guidelines
- Meet ASTM and CPSC technical standards for playgrounds and resilient surfacing
- Comply with over site agency requirements
- Installed by factory trained/certified installer meet Certified Playground Safety Inspector approval

Permitting and Regulations

- DVD will provide support to the city, maps, technical data to enhance and permit the project for construction
- Environmental mitigation measures including NPQES requirements are not anticipated to be required nor provided for this small refurbishment project
- Environmental clearances/permits are not anticipated to be required nor provided within the services proposed here-in.
- Plans and specifications will comply with public contract



CREATIVE, ALL-INCLUSIVE & MULTI-GENERATIONAL PLAYGROUNDS

David Volz Design creates fantastic, wonder-filled, memorable play lots. Our firm has been widely recognized for delivering outstanding public park play environments that have garnered praise and accolades from local communities.

- Our whale fossil interpretive play space in Laguna Hills has been featured online blogs, local and regional newspapers and national magazines.
- The wagon train and pioneer play environment in Pioneer Park, Tustin, won several regional and state-wide awards, and was selected for a recognition by the National Recreation and Park Association.
- Our Stanton Train Park, Central Park, is featured in the CPRS District Ten Hall of Fame.
- Admiral Kidd Park, an award-winning play space, features kid size replicas of the four boats named for the Admiral. This Long Beach park was a featured stop on the state park operations annual tour of premiere park facilities.

Our play space design philosophy is built on the perspective of a kids-eye-view. Adventure, surprise, familiar and challenging settings, and themes, memorable spaces. Kids may not know the proper name of the park, but they know that there is a special play lot at airplane park, rocketship park, baseball coach park, train park, and tree house park. The goal is to create an immersive environment that will engage guests and create lasting memories.

We recognized the importance of providing for multi-generational intermingling, on the play lot, as caregivers overseeing the play space and for adults a calm, shaded comfortable surveillance spot to enjoy the space at the park. Our play area design reputation has lead to collaborations with all-access advocates and organizations. We have designed several park play environments as the lead landscape architect for Shane's Inspiration.

This work and design workshops with emotionally and physically challenged stakeholder advocates has informed our design perspective on inclusive, accessible, and caregiver insights that influences our play lot design. One of DVD's most recent Shane's Inspiration play lots is located in El Cariso Park, an LA County Park. At this park the interactive multi-story "equipment" is the center piece of an elaborate all access play environment. Access for all is provided within the terraced natural slope of the existing park terrain. There is plenty of seating for caregivers, play pieces that encourage multi-generational, multi-fun seeker collaborative play opportunities. This is a special park, well worth a trip to this Sylmar Community Park.



SUSTAINABILITY & LOW IMPACT DESIGN

David Volz Design is committed to delivering public landscapes that are sustainable and beautiful. We embrace the principles of design that encourage stewardship of our resources, respect for the environment and creative sustainable practices. Through our affiliation with LEED's, we identify and quantify the sustainability of our designs. Our team has extensive experience with Public Works Agencies delivering storm water management practices that mimic natural hydrological cycles. We implement integrated management practices into every project.

Low Impact Design development (LID) is an alternative site design strategy that uses natural and engineered infiltration and storage to control storm water where it is generated. Projects under LID's design are uniquely site specific in their effort to reduce runoff and volume, reduce pollutants and fertilizers, and maintain pre-development surface temperatures. All of which are problematic for conventional storm water management. Key goals include reducing downstream flooding, erosion, and scour from natural waterways. Benefits of LID practices include cost saving over expensive infrastructure. Utilizing bio-swales and sunken lawns allow for the discernment and infiltration of runoff. Bio-swales offer opportunities for biodiversity utilizing native plant material that can remedy the degradation of native habitats. Additionally, LID aesthetics can enhance and beautify the built environment and landscapes by use of pervious pavers and alternative natural paving materials.

A beautiful and sustainable landscape starts with a clear understanding of the client's requirements, the site and environs and a creative approach to the design process. Water efficiencies, energy use reductions, waste reduction, recycled content and localized material's sourcing can all be quantified and are an integral part of our design. Resource conservation through the use and specification of recycled and reused materials and identification of locally sourced goods are important sustainability issues. Water resources are conserved through our thoughtful low water use planting schemes, precise irrigation layout and control systems, as well as, stormwater capture, cleaning and reuse. For pollution prevention, stormwater recycling plans are embraced and integral to our designs. On-site water detention, bio filtration, permeable pavement, and many other measures are creatively incorporated into the landscapes we design.

David Volz Design is dedicated to the opportunity and challenge of creating unique spaces and special places that draw inspiration from the environs and the community. David Volz Design believes the very definition of sustainability speaks of environments that are well used and enjoyed, and maintainable over time. We at DVD believe that the ultimate measure of sustainability of any public space has to be high use and enjoyment over the long term.

Low Impact Design Benefits

- Reduce runoff/reduce flooding
- Reduce pollutants & fertilizer
- Reduce sediment runoff & scour
- Improved infiltration ground water recharge
- Cost savings over conventional design
- Biodiversity in the urban habitat
- Streamlined design functionality
- Aesthetics

Low Impact Design IMPs

Non-Structural:

- Reduced impervious areas
- Disconnect from conventional storm water systems
- Reduce disturbed areas of development
- Minimize grading/reduce construction impacts
- Preserve natural drainage and vegetation

Structural:

- Bioretention including vegetated swales and bio-swales
- Permeable pavements
- Green roofs
- Cisterns / Recycling



SCOPE OF SERVICES

David Volz Design proposes to provide the following design services to the City of Huntington Park for the Salt Lake Park and Freedom Park Improvement Projects. Our team is well versed in the development and delivery of improvement plans for refurbishment of existing playlot facilities. DVD will develop plans to define the limits of improvements and then prepare construction documents for the approved concept plan. The following services are proposed:

TASK 1 – PROJECT INITIALIZATION

- 1.01 Kick-off meeting with City staff
 - a. Review project criteria and program objectives
 - b. Budget verification
 - c. Schedule verification
- 1.02 Site topographic survey
 - a. Map of playlots and path of travel area
- 1.03 Background Research
 - a. Collect available data and maps
 - b. Review preliminary project program
 - c. Conduct site walk
 - c. Review initial opportunities
 - Identify opportunities and constraints
 - Identify surrounding uses and connections

MEETINGS & DELIVERABLES

- Kick-off Meeting (1)
- Site topographic map

TASK 2 – CONCEPTUAL DESIGN (30%)

- 2.01 Preliminary concept plan
 - a. Coordinate with City staff to refine park playlot character
 - b. Develop and refine rubber surfacing design
 - c. Obtain product literature from manufactures
 - d. Provide concept design layouts, equipment choices
 - e. Package preliminary design for City staff review
- 2.02 Staff review meeting (1)
- 2.03 Finalize Conceptual Designs
 - a. Update preliminary design based on City staff comments



- b. Coordinate with play equipment manufacturer to generate 3D rendering of the play space

2.04 Prepare analysis of construction cost

- 2.05 Presentation to Staff and City Council**
 - a. Present conceptual design
 - b. Document findings and direction

MEETINGS & DELIVERABLES

- Preliminary concept plan package
- Staff review meeting (1)
- Estimated construction cost
- Final Concept Design Package
- Presentation to staff or civic leaders

TASK 3 – CONSTRUCTION DOCUMENTS (75%)

- 3.01 Staff scoping review meeting (1)**
 - a. Schedule verification
 - b. Program review and verification
- 3.02 Prepare Construction documents (75%)**
 - a. Finalize base design incorporating survey
 - b. Prepare play lot renovation plans
 - c. Prepare hardscape, ADA repair plans and details for path of travel
 - f. Prepare project specifications
 - g. Prepare construction cost budgets
- 3.03 Staff review meeting (1)**
- 3.04 City Review Process Submittal**
 - a. Update probable construction cost
 - b. City staff review of work-to-date

MEETINGS & DELIVERABLES

- Staff scoping review meeting (1)
- Staff review meeting (1)
- Construction Document package, specifications & estimated construction cost (75% submittal)

TASK 4 – FINAL CONSTRUCTION DOCUMENTS (100%)

- 4.01 Staff review meeting**
 - a. Schedule verification
 - b. Program review and verification
- 4.02 Final Construction Documents (100%)**
 - a. Updated and finalize documents based on City comments
 - b. Update technical specifications
 - c. Update probable construction cost
 - d. Package and deliver for city plan check

MEETINGS & DELIVERABLES

- Staff review meeting (1)
- Final Construction Document package, specifications & estimated construction cost (100% submittal)

TASK 5 – BIDDING SUPPORT & CONSTRUCTION PERIOD SERVICES

- 5.01 Bidding Support Services**
 - a. Preparation of addenda
 - b. Provide responses for information / clarification
 - c. Bid review
 - d. City staff support
- 5.02 Construction Period Services**
 - a. Prepare responses to requests for information
 - b. Review and reply to submittals
 - c. Attend Pre-construction meeting
 - d. Attend construction meetings and prepare summaries
 - e. Review change order requests and provide opinion
 - f. Provide as-built drawings based upon contractor red lines

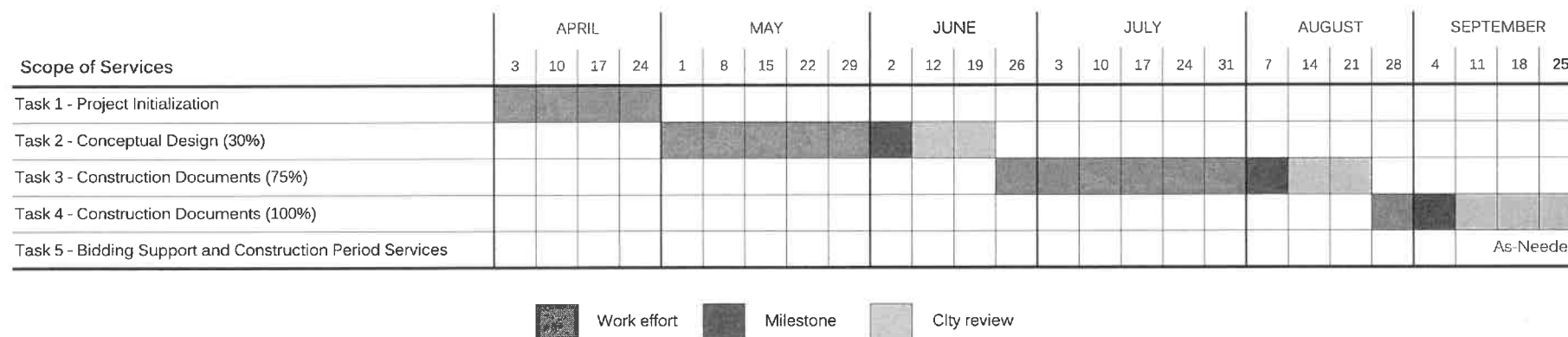
MEETINGS & DELIVERABLES

- Attend pre-construction meeting (1)
- Construction meetings (2) total with on-site observation
- Final walk meeting and Letter of Substantial Competition
- As-built drawings

SCHEDULE & SCHEDULE CONTROL

Our staff will work with you and your team to maintain the project schedule. Maintaining a project schedule means understanding the strength of a team and necessary lead time to accomplish interdisciplinary projects. For example, base sheets need to be progressed sufficiently prior to Civil design. Similarly, lighting can be refined in concept design and refined at 30% construction documents.

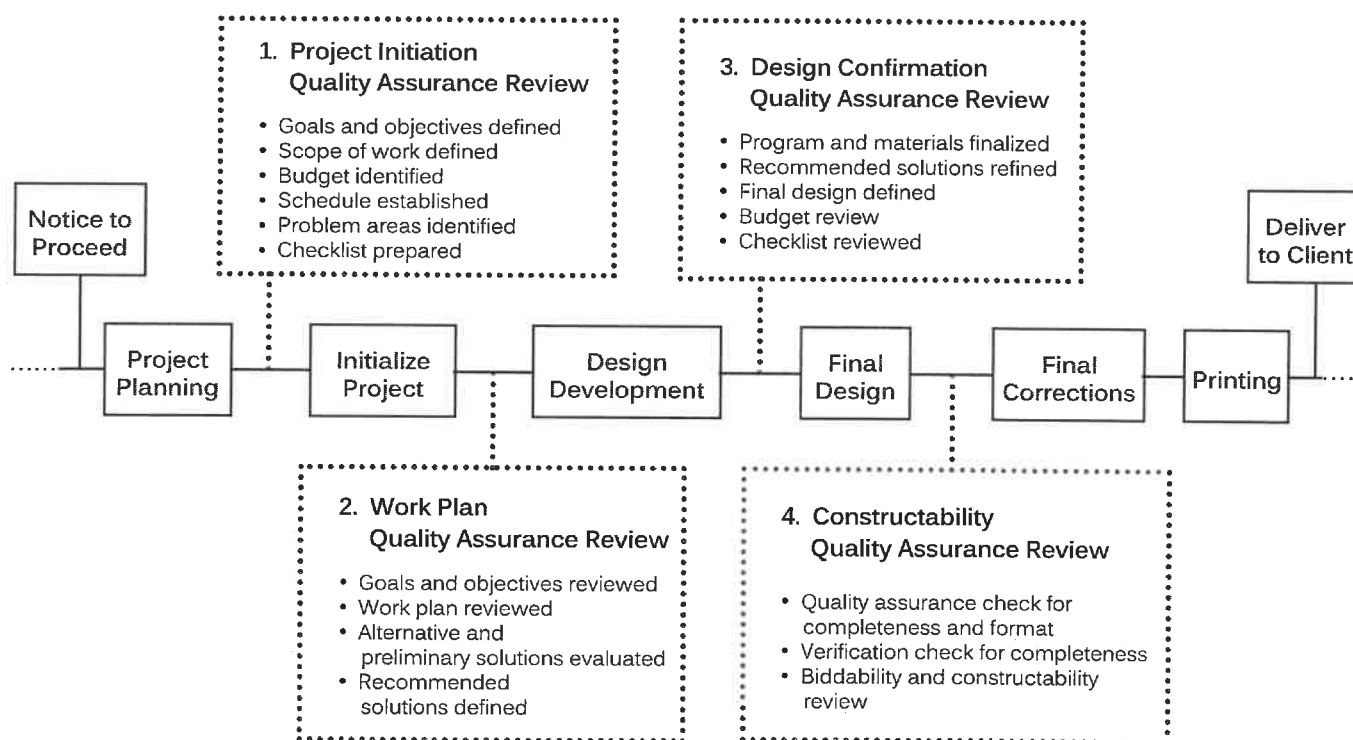
Documenting scope and understanding realistic timelines takes experience. The most important tool in maintaining progress is weekly meetings internally with the design team to establish goals and milestones. Communication with city staff is also essential to ensure input is received and clear direction is passed along to consultants. Our team including our trusted consultants NV5 and Design West Engineering, have a proven track record of establishing and adhering to project schedules.



QUALITY CONTROL

DVD has an established quality control and assurance program that we undertake for all our design services, and for this project. The Principal-in-Charge will be responsible for implementation of these Quality Control measures. The primary elements include:

- Verification that required deliverables and documents noted in the Scope of Work are provided.
- A Peer Review will be conducted by our senior professional staff to solicit critical comments and verify correctness.
- Retention of documents with highlighted markings and red-line comments, and verification that required revisions are incorporated into the updated documents.
- Continual assessment and tracking of project schedule and budget against baseline data.
- A complete construction review for constructability and biddability of the complete PS&E package will be assigned to experienced professionals on staff prior to final submittal to our client.



WHY CHOOSE DAVID VOLZ DESIGN?

Creative
Designers of
Public Spaces

Cost Controls
and Quality of
Design with Rich
Detailing

Online Public
Outreach Expertise
Community
Inspired Park
Design

Award Winning
Park and Sports
Field Design

Experience
in Delivery of
Projects



APPENDIX



March 9, 2023

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

RE: PROPOSAL TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURE DESIGN SERVICES
FOR SALT LAKE PARK AND FREEDOM PARK

Dear Mr. Roldan,

We are looking forward to working with the City of Huntington Park. Our team of professionals has what it takes—expertise, enthusiasm, and exceptional service—to plan, design, and see to the successful completion of your projects.

Thank you for your consideration.

Very truly yours,

DAVID VOLZ DESIGN



David J. Volz, R.L.A. # 2375
LEED Accredited Professional, QSD/QSP

FEE PROPOSAL

We have the knowledge and expertise to creatively take this project from start to finish, from design development through final, construction engineering and construction. We have provided similar services on hundreds of communities defining projects for cities throughout Southern California. We have a very creative team and our desire to be your City's design partner will be evidenced in our energy and enthusiasm every step of the way.

Scope of Services

- Task 1 - Project Initialization
 - Task 2 - Conceptual Design (30%)
 - Task 3 - Construction Documents (75%)
 - Task 4 - Construction Documents (100%)
 - Task 5 - Bidding Support & Construction Period Services
- Civil Engineering by DMS
- Reimbursable expenses, printing, copying, postage, etc.

PR	SLA	LD	PD	AD	Total	Fee
\$230	\$175	\$140	\$120	\$110	Hrs	
1	2	8	3	4	18	\$ 2,500
1	22	16	8	2	49	\$ 7,500
2	8	24	38	2	74	\$ 10,000
1	2	16	8	2	29	\$ 4,000
	8	4		1	13	\$ 2,070
5	42	68	57	11	183	\$ 26,070
						\$ 22,862
					Estimate	\$ 1,000

TOTAL PROPOSED DESIGN FEE \$ 49,932

ASSUMPTIONS

1. Only services specifically noted in the scope of services are included in the fee schedule. Services such as construction survey, utility potholing, etc. are not included.
2. See the subconsultant proposals attached for proposed services and additional excluded services.
3. Addition to the above the services and fees will be required if construction exceeds the **twelve consecutive calendar months**. Construction period service will require more fees if construction exceed the length of construction previously mentioned.
4. The following project expenses will be billed at cost plus 15% administrative fee in addition to the professional fees listed above:
 - Printing, copying, scanning, graphic, photography and reproduction services
 - Delivery, shipping and courier charges
 - Subconsultant fees and expenses
 - Agency fees, permits, plan check and inspection fees
5. The reimbursable allowance will only be billed as-needed.
6. Payments are due within **30 days** from invoice date.
7. The rates shown are subject to periodic increases, including January 1st of each year, in accordance with any increase in the Consumer Price Index or other equal to cost index.

HOURLY RATES SCHEDULE

Principals	\$230/hr
Director of Design	\$200/hr
Senior Landscape Architects	\$175/hr
Director of GIS	\$165/hr
Landscape Architect	\$160/hr
Plan Check	\$160/hr
Senior Landscape Designer	\$155/hr
Senior GIS Analyst	\$155/hr
Landscape Designer	\$140/hr
GIS Analyst	\$140/hr
Project Designer/CADD Technicians I, II, III	\$110, 120, 130/hr
GIS Technicians I, II, III	\$110, 120, 130/hr
Administration	\$110/hr



DMS
CONSULTANTS, INC.
C I V I L E N G I N E E R S

March 1, 2023

David Volz
David Volz Design, Inc.
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626

**SUBJECT: Salt Lake Park and Freedom Park, Huntington Park
Civil Engineering Design Services**

Dear David:

DMS Consultants, Inc. is pleased to present this proposal to perform civil engineering design services for the subject project.

The scope of work and corresponding fee is listed on the attached Exhibit A. Our lump sum fee for providing these services is \$19,880.00.

We appreciate the opportunity to provide this proposal, if this submittal meets your approval please sign in the space provided below and return one copy to our office.

If you have any questions or concerns regarding this proposal, please contact the undersigned.

Sincerely,
DMS Consultants, Inc.


Surender Dewan, P.E.
President

Approved by:

David Volz
David Volz Design, Inc.

Date: _____

SaltLake/FreedomPark-HF.PRO
Enclosures: Exhibit A



EXHIBIT A
Salt Lake Park and Freedom Park
Huntington Park

March 1, 2023

Salt Lake Park

1	Aerial survey (subconsultant + 10%)	\$2,800.00
2	Topographic survey:	\$2,640.00
3	Topographic survey plot	\$1,300.00
4	Grading plan for ADA path of travel.....	\$3,200.00
FEE:		\$9,940.00

Freedom Park

5	Aerial survey (subconsultant + 10%)	\$2,800.00
6	Topographic survey:	\$2,640.00
7	Topographic survey plot	\$1,300.00
8	Grading plan for ADA path of travel.....	\$3,200.00
FEE:		\$9,940.00

TOTAL FEE: \$19,880.00

ATTACHMENT "B"



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET.
An APPLICATION PACKET is not complete unless all items on the checklist are submitted.
Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
☒		Application Packet Checklist Digital file name: checklist.pdf	Pg. 11		Pg. <u>1</u>
☒		Application Digital file name: application.pdf	Pg. 12	☒	Pg. <u>2</u>
☒	☐	Development Project Scope/Cost Estimate, or Digital file name: devscope.pdf	Pg. 19	☒	Pg. <u>3</u>
☐	☒	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14	☐	Pg. <u>n/a</u>
☒		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20	☒	Pg. <u>4</u>
☒		Per Capita Match Calculator Digital file name: match.pdf	Pg. 13	☒	Pg. <u>5</u>
☒	☐	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21	☒	Pg. <u>6</u>
☒	☐	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg. <u>7-13</u>
☐	☒	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg. <u>n/a</u>
☒	☐	Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg. <u>14</u>
	☒	GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg. <u>n/a</u>
☒		Photos Digital file name: photos.pdf	Pg. 24		Pg. <u>15</u>



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

PROJECT NAME Freedom Park Improvement Project	REQUESTED GRANT AMOUNT \$ 214,226.00
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available) Freedom Park 3801 E. 61st Street Huntington Park, CA 90255	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$ 0 LAND TENURE (☒ all that apply) ☒ Owned in fee simple by GRANTEE ☐ Available (or will be available) under a () year lease or easement

NEAREST CROSS STREET Carmelita Avenue		
Project Type (Check one) Acquisition ☐ Development ☒		
COUNTY OF PROJECT LOCATION Los Angeles County		
GRANTEE NAME AND MAILING ADDRESS City of Huntington Park; 6550 Miles Avenue; Huntington Park, CA 90255		
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION		
Name (typed or printed) and Title	Email address	Phone
Ricardo Reyes - City Manager	Rreyes@hpca.gov	323-584-6222
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)		
Name (typed or printed) and Title	Email address	Phone
Cynthia Norzagaray - Director of Parks and Recreation	Cnorzagaray@hpca.gov	323-973-0092
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.		
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution		Date
Print Name: Ricardo Reyes		12/28/2021
Title: City Manager		



State of California - The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE: City of Huntington Park	PROJECT Name Freedom Park Improvement Project
--	---

Development project scope (Describe the project in 30 words or less):

This project will entirely replace the dilapidated playground equipment and benches at Freedom Park, as well as include soft rubberized surface for safe public recreation by children.

Project Scope Items - ☐ all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
☐	☐	☐	Pool, aquatic center, splash pad
☐	☐	☐	Trails or walking paths
☐	☐	☐	Landscaping or irrigation
☐	☐	☐	Group picnic, outdoor classrooms, other gathering spaces
☒	☐	☐	Play equipment, outdoor fitness equipment
☐	☐	☐	Sports fields, sports courts, court lighting
☐	☐	☐	Community center, gym, other indoor facilities
☐	☐	☐	Restroom, concession stand
☒	☐	☐	Other: Soft Surface rubberized ground material
☐	☐	☐	Other:
☒	☐	☐	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost. **\$53,556.00**

Construction **\$160,669.00**

Total PROJECT cost **\$214,225.00**

Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13) **Less match \$0.00**

Total GRANT amount requested **\$214,226.00**

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.


AUTHORIZED REPRESENTATIVE Signature

12/28/2021

Date

Ricardo Reyes - City Manager

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE: City of Huntington Park	PROJECT Name Freedom Park Improvement Project
-------------------------------------	--

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, or
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- ☒ The PROJECT will be entirely funded by the GRANT, or
- ☐ The PROJECT requires funds in excess of the GRANT:
- ☐ The SCOPE is the same as the scope of the larger project, or
 - ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date: June 2023

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$214,226.00
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

12-28-2021

AUTHORIZED REPRESENTATIVE Signature

Date

Ricardo Reyes - City Manager

Print Name and Title

California State Parks Per Capita Match Calculator

Project ID: 106719
Coordinates: 33.9848, -118.1969
Date: 12/16/2021

This is the Per Capita Match Report for the site you have selected. Please review to ensure that the pin lies within the boundaries of an existing or proposed park, and submit to OGALS with your Project Application.

PROJECT AREA STATISTICS

County	Los Angeles
Median Household Income	\$41,558
Agency Type	Other Agency

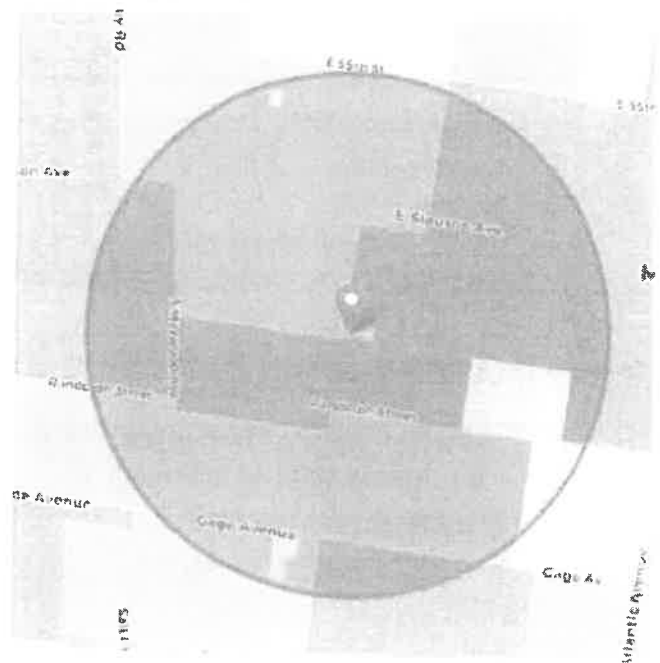
The project serves a Severely Disadvantaged Community.
Match is NOT required.



Ricardo Reyes, City Manager

Park or Preserved Area
Disadvantaged Community
Severely Disadvantaged Community
No Data

PROJECT AREA MAP



REPORT BACKGROUND

The project statistics have been calculated based on half mile radius around the point location selected. Only park acres within the project area's half mile radius are reported.

Population and people in poverty are calculated by determining the percent of any census block-groups that intersect with the project area. The project area is then assigned the sum of all the census block-group portions. An equal distribution in census block-groups is assumed. Rural areas are calculated at a census block level to improve results.

Median household and per capita income are calculated as a weighted average of the census block-group values that fall within the project area.

More information on the calculations is available on the methods page.

Demographics—American Community Survey (ACS) 5-year estimates 2014-2018; Decennial 2010 Census; the margin of error (MOE) was not analyzed.

Parks—California Protected Areas Database 2020a CFF adjusted (6/2020) - more information at <http://www.CALands.org>. Parks and park acres area based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks are defined further in the 2015 SCORP (pg. 4).

Users can send updated information on parks to SCORP@parks.ca.gov



SCORP Community FactFinder is a service of the
California Department of Parks and Recreation
www.parks.ca.gov

SCORP Community FactFinder created by
GreenInfo Network www.greeninfo.org
in consultation with CA Dept. of Parks and Rec

GreenInfo
Network



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

GRANTEE: City of Huntington Park

Project Name: Freedom Park Improvement Project

Project Address: 3801 E. 61st Street; Huntington Park, CA 90255

Is CEQA complete? ☐ Yes ☒ No Is completing CEQA a PROJECT SCOPE item? ☒ Yes ☐ No

What document was filed, or is expected to be filed for this project's CEQA analysis:

- ☒ Notice of Exemption (attach recorded copy if filed) Date complete/expected to be completed
☐ Notice of Determination (attach recorded copy if filed) Expected to be completed 02/22
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name: City of Huntington Park	
Contact Person: Steve Forster	
Mailing Address: 6550 Miles Avenue; Huntington Park, CA 90255	
Phone: (56) 587-4860	Email: Sforster@hpca.gov

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

 12/28/2021
AUTHORIZED REPRESENTATIVE Signature Date

Ricardo Reyes - City Manager

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
☐ NOE ☐ NOD		

Land Tenure Checklist

GRANTEE: City of Huntington Park		PROJECT Name Freedom Park Improvement Project
☒	Page	Required Item
☒	1	Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. Land Ownership Deed
☒	2	Parties to the agreement (land owner must be public agency or utility) and date signed: Party City of Huntington Park Date Signed 08/16/2004
☒	3	Term of the agreement: Permanently years
☒		Agreement end date: July 1, 2048 - Grant amounts up to \$100,000 require at least 20 years of land tenure. - Grant amounts above \$100,000 require at least 30 years of land tenure. - The land tenure requirement begins on July 1, 2018.
☒		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.
☒		Termination clause: Any of the following is acceptable: - No termination clause – the agreement is non-revocable. - Termination clause specifies the agreement is revocable only for cause. - The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will.
☒		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: - Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. - Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. - Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period.

This page is part of your document - DO NOT DISCARD

04 2154109

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
08/20/04 AT 08:00am

TITLE(S) : DEED



FEE

FREE JJ 5

D.T.T

CODE
20

CODE
19

CODE
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

6318 - 031 - 015

009

THIS FORM NOT TO BE DUPLICATED

8

8/20/04

04 2154109

ORANGE COAST TITLE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Huntington Park
3401 E. Florence Avenue
Huntington Park, California 90255
Attn: Chris Fries

MAIL TAX STATEMENTS TO:
See above
W 284648.3 & W 338920-3

(Space Above For Recorder's Use)

Recording of this document is fee-exempt under Government Code Section 6103. No Documentary Transfer Tax is due on this document pursuant to Revenue and Taxation Code Section 11922.

GRANT DEED

County of Los Angeles
Assessor's Parcel Number: 6318-031-015, 017, 018, 023, 900 thru 905

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California, hereby grants to CITY OF HUNTINGTON PARK a general law city, that certain real property, together with all improvements located thereon, located in the City of Huntington Park, County of Los Angeles, State of California, which is more particularly described on Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the Grantor has caused this Grant Deed to be executed as of the 16th day of August 2004.

LOS ANGELES UNIFIED SCHOOL
DISTRICT,
a school district duly organized and existing
under the laws of the State of California

By: _____

Its: _____

TERRENCE V. FENNESSY
Director of Acquisition and Relocation

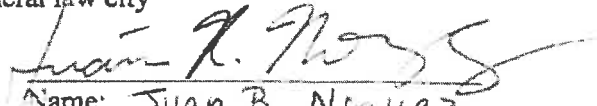
8/20/04

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Grant Deed dated August 16, 2004 from Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California, to City of Huntington Park, a general law city, is hereby accepted by the undersigned officer on behalf of the City of Huntington Park pursuant to authority conferred by resolution of its City Council adopted August 16, 2004, and City of Huntington Park consents to the recordation thereof by its duly authorized officer.

CITY OF HUNTINGTON PARK,
a general law city

By:


Name: Juan R. Niguez
Title: Mayor

Dated: August 16, 2004

04 2154109

(10)

8/20/04

4

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
)

On August 16th, 2004, before me, Angela Ulloa, a Notary Public in and for said state, personally appeared Terrence V. Fennessy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Angela Ulloa
Notary Public in and for said State

(SEAL)



04 2154109

(11)

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land in the City of Huntington Park, County of Los Angeles, State of California, being a portion of Tract No. 3126, as recorded in Map Book 33 Page 51, records of Los Angeles County described as follows:

Beginning at the intersection of the easterly line of Carmelita Avenue, having a 50' width and a 25 one half width, with the northerly line of 61st Street, having a 50' width and a 25' one half width, said point being the southwest corner of Lot 675 of said Tract No. 3126; thence N07°33'10"E 244.08' along said easterly line and along the westerly line of Lots 675 and 674 of said Tract No. 3126 to the northwest corner of said Lot 674; thence S82°47'45"E 279.95' along the northerly line of said Lot 674; thence S07°33'10"W 244.05' on a line parallel with the easterly line of said Carmelita Avenue to a point on said northerly line of 61st Street; thence N82°48'05"W 279.95' along said northerly line to the POINT OF BEGINNING.

Containing 68,325 square feet, more or less.

See exhibit attached hereto and made a part hereof.

END OF DESCRIPTION

This legal description was prepared by me or under my direction.

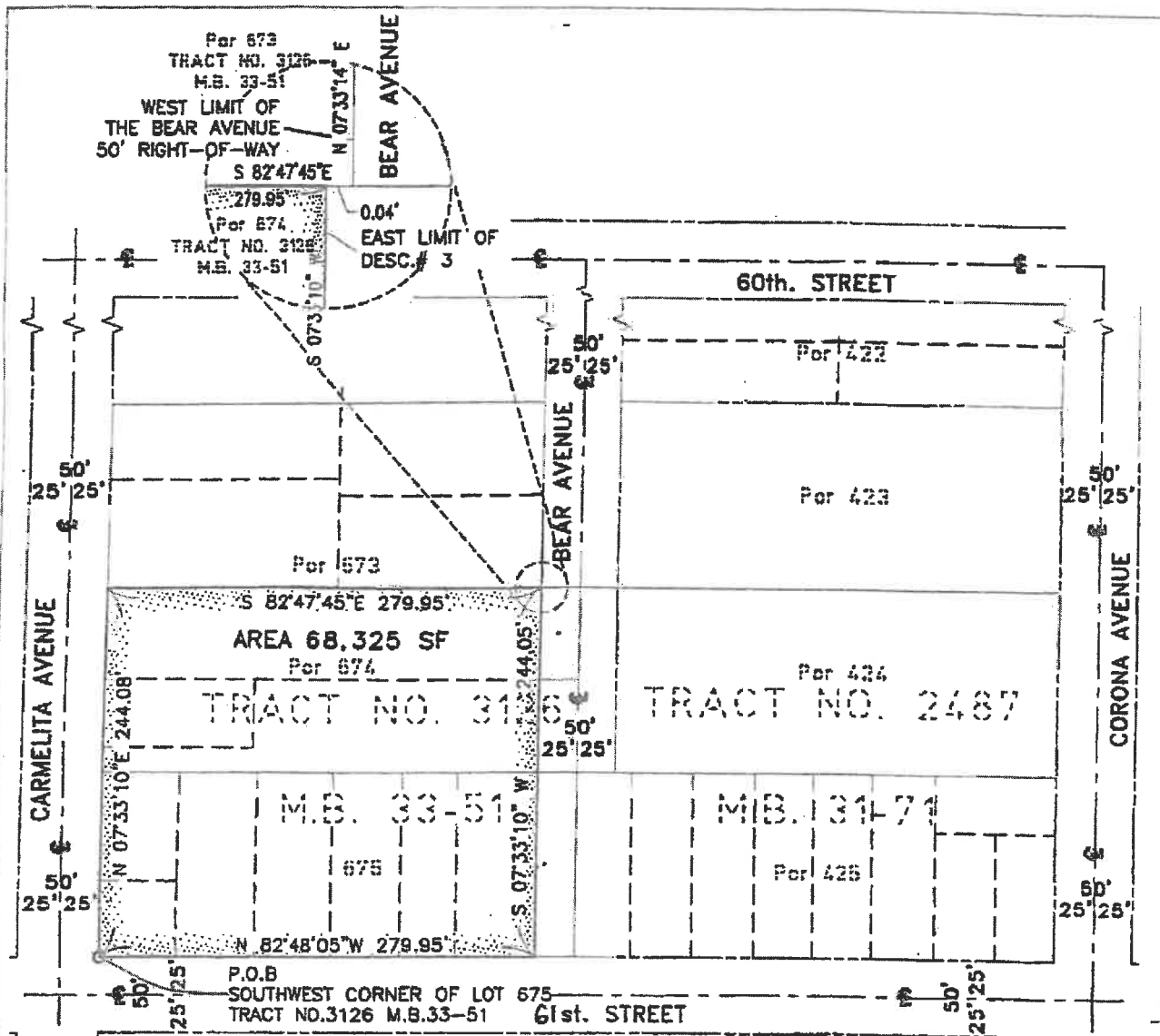

Lewis Soloff, PLS 5344

Expires 12/31/03



8/20/04

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Desc. #3

EXHIBIT

PLAT

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

APPROVED BY: *[Signature]*
LEWIS SOLOFF, P.L.S. 5344 (EXP 12/31/03)

SCALE: 1"=100'

DATE: 02/25/02

PREPARED BY: P.H.

REVIEWED BY: L.S.

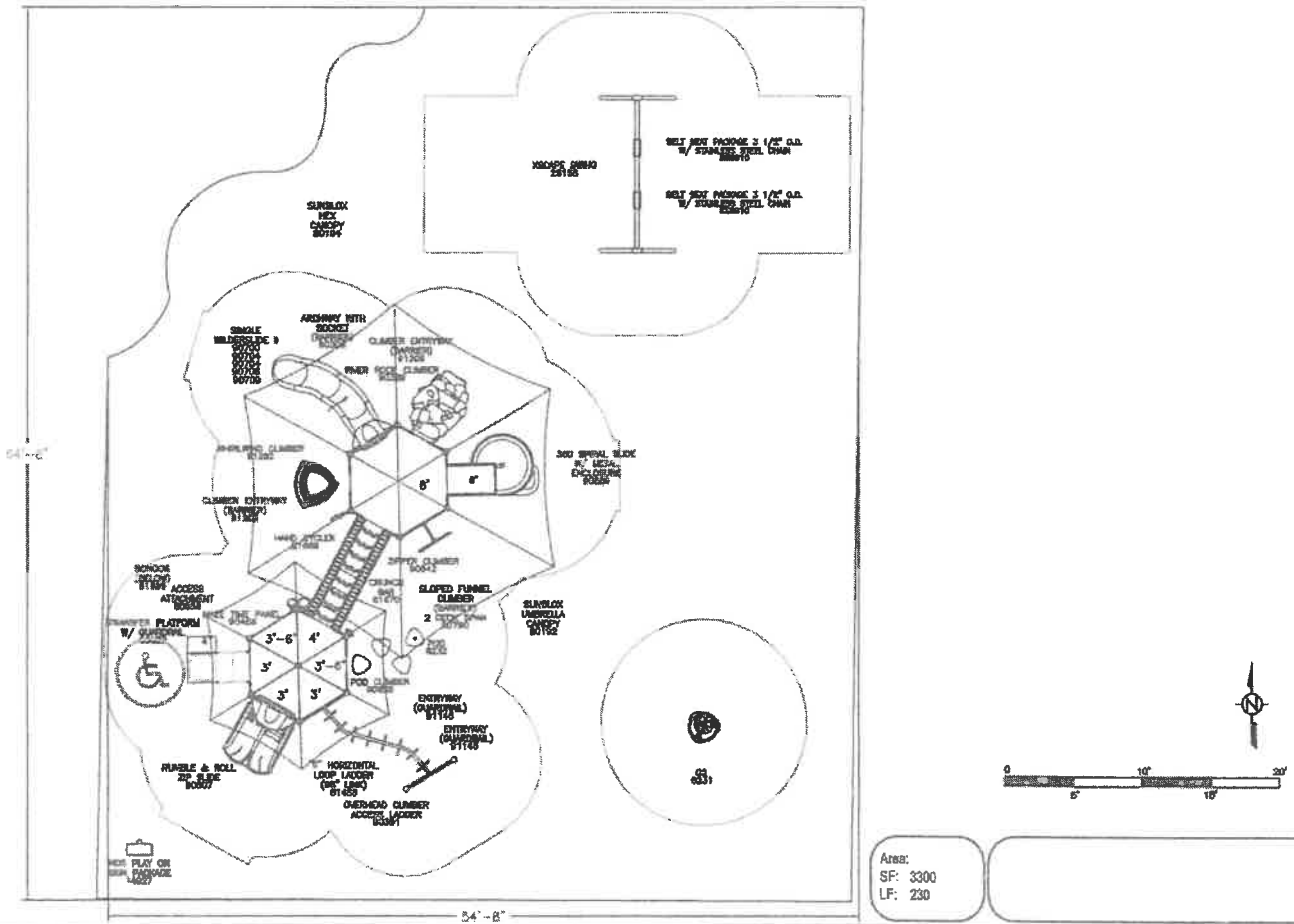
REV.:

FILE:HN-EXB-1.dwg

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13

SITE PLAN



City of Huntington Park
Freedom Park
Huntington Park, CA

This Unit includes play events and routines or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act).

Total Elevated Play Components	1
Total Elevated Play Components Accessible By Ramps	1
Total Elevated Components Accessible By Transfer	1
Total Accessible Ground Level Components Shown	1
Total Different Types Of Ground Level Components	1

10		
6	Required	0
10	Required	5
7	Required	3
3	Required	2

This play equipment is recommended for children age 5-12

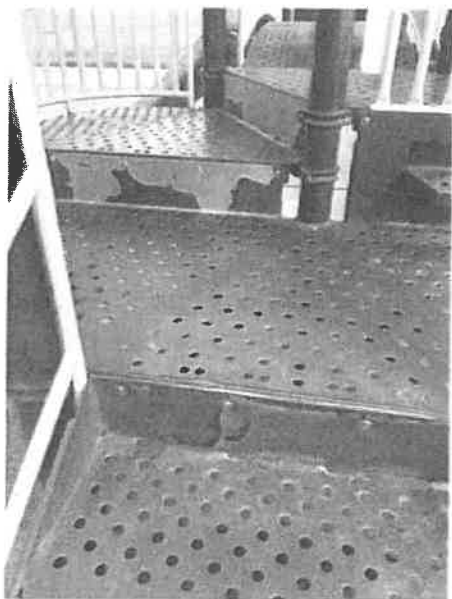
Minimum Area Required:

Scale:

This drawing can be scaled only when in an 11" x 24" format

IMPORTANT: Both machines should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z434.

Drawn By:
LC
Date:
12/18/2021
Drawing Name:
72848-01- Option 1



RESOLUTION NO. 2021-38

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK APPROVING APPLICATION(S) FOR
PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

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

SECTION 1. Approves the filing of project application(s) for Per Capita program grant project(s); and

SECTION 2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and

SECTION 3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and

SECTION 4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Huntington Park's general or recreation plan (PRC §80063(a)), and

SECTION 5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and

SECTION 6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and

SECTION 7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Huntington Park will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

SECTION 8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).

SECTION 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).

SECTION 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

SECTION 11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

SECTION 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

(Signatures on the following page)

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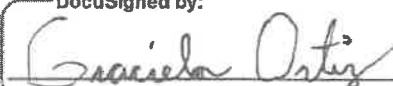
PASSED, APPROVED AND ADOPTED this 7th day of December, 2021 by the following vote:

AYES: Councilmembers Avila, Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz

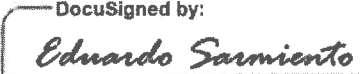
NOES: None

ABSENT: None

ABSTAIN: None

DocuSigned by:

Gabriela Ortiz, 1458...
Mayor

ATTEST:

DocuSigned by:

Eduardo Sarmiento,
City Clerk

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE City of Huntington Park

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Huntington Park

By


(Signature of Authorized Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Title City Manager

By

Date

4/10/22

Date

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9801308	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000011724		PROJECT NO. 18-19-163	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$177,952.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69801	PROJECT / WORK PHASE 379000001819163

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Huntington Park (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Huntington Park

GRANTEE

By: 

Signature of Authorized Representative

Title: City Manager

Date: 4/14/22

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE City of Huntington Park

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2038

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Huntington Park

By


(Signature of Authorized Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Title City Manager

By

Date

4/11/22

Date

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9802108	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000011724		PROJECT NO. 18-19-164	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$36,274.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 23	STATUTE 19	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$ \$36,274.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69803	PROJECT / WORK PHASE 379000001819164

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Huntington Park (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$36,274, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Huntington Park
GRANTEE

By: 
Signature of Authorized Representative

Title: City Manager

Date: 4/19/22

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

ATTACHMENT C

PREPARED 10/04/2022, 15:10:31
PROGRAM GM263L
City of Huntington Park

2022 BALANCE SHEET

PAGE 1
ACCOUNTING PERIOD 20/2022
Suppression = Y

114 Spec Events Contributions

	DEBITS	CREDITS

ASSETS		
101.10-00 Cash & Investments / Operating Cash		
109.00-00 Cash & Investments / Interest Receivable	109,318.59	
	20.97	
TOTAL ASSETS		109,339.56
LIABILITIES		
TOTAL LIABILITIES		=====
		.00
FUND EQUITY		
245.00-00 Equity / Pr Yr Res for Encumbrance	2,013.00	
FUND BALANCE		111,352.56
TOTAL FUND EQUITY		=====
		109,339.56
TOTAL LIABILITIES AND FUND EQUITY		109,339.56

ATTACHMENT "D"



HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

ORIGINAL



PROPOSAL

CIP 2022-03 SALT LAKE PARK

CIP 2022-06 FREEDOM PARK

CITY OF HUNTINGTON PARK



Creating Award Winning Parks & Recreational

Facilities Since 1977

2221 E. Winston Road, Suite A, Anaheim, CA 92806-5540

Phone 714.776.4340 Fax 714.776.4395 www.hailandarch.com RLA #5567



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

City of Huntington Park – Clerks Office
Attn: Cesar Roldan, Director of Public Works
6550 Miles Ave.
Huntington Park, Ca. 90255

3/9/23

Proposal – CIP 2022-03 Salt Lake Park and CIP-2022-06 Freedom Park

Hirsch & Associates, Inc. (HAI) has creative and extensive experience in all aspects of design required to lead this project and is pleased to present our proposal for design and coordination. Our diverse project experience shall provide a complete and successful delivery of the new playgrounds. The specific scope of work of this project aligns with previous projects our team has designed and overseen successful construction completion. We have effectively designed play areas and retrofit of ADA path of travel improvements on numerous projects that maintained construction costs within budget and on schedule.

We are uniquely qualified having;

- Project recognition by the California Park and Recreation Society in being presented (3) Special Award of Excellence, (10) Environmental Planning Awards, (3) APWA Project of the Year Awards, Southern California Chapter and (5) Awards of Merit for park planning and design.
- Design and development of over (130) municipal parks throughout California.
- Expert experience with developing inclusive play areas that reinforce community and offer a variety of play experiences for a wide range of age groups.
- Expert understanding of the latest in design standards with respect to park design, sustainable attributes, storm water retention/infiltration, site grading and drainage and Water Efficiency Landscape requirements.
- Expert understanding of the "Americans with Disabilities Act", California Title 24, California Building Code and experience with how they apply to public facilities.

I will provide personal service and attention to the City of Huntington Park. My contact is: chuck@hailandarch.com, 714.776.4340 x107. I will have direct and continuous responsibility in all matters dealing with planning and design as well as direct our in-house design staff, sub consultants and attend City meetings. I shall be the contract point of contact and am duly authorized to bind HAI contractually with the City. I have read, understood and agreed to all statements in this request for proposal and acknowledge receipt of all addendums as well as to the terms, conditions and attachments referenced.

Thank you

Charles Foley, President
CA RLA#5567, ASLA



Firm Profile

Hirsch & Associates, Inc. HAI established in 1977 and incorporated in 1988 is a leading landscape architectural and multi-discipline firm created to serve as a knowledgeable and valuable resource to public agencies and private developers. Our goal is to maintain balance between design and economics by furnishing client oriented services tailored to meet the needs of individual projects in a creative, innovative, sustainable and cost effective manner.

The knowledge gained on a wide range of projects allows the professional staff of Hirsch & Associates, Inc. to provide each client with experience and understanding of the decision making process, design parameters, construction standards, water conservation requirements and current maintenance practices. This equates to well-conceived projects.

HAI maintains a single office in Anaheim California with network capabilities for remote access and production. We are comprised of (2) Licensed Landscape Architects, (1) Licensed Landscape Contractor and Water Auditor, (6) Technical Staff Members, (1) Office Manager and (1) Corporate Accountant.

Through our strong commitment to professional integrity and personal service, Hirsch & Associates, Inc. is dedicated to providing the comprehensive services necessary to achieve a successful project from conceptualization through completion of construction. Our innovation and employment of advanced technologies, proven multi-discipline approach and demonstrated success of each project support this commitment.

Hirsch & Associates, Inc. understands the many and varied responsibilities and pressures placed upon our clients through the design and development process. Accurate design and quick response from highly qualified professional staff members is hallmark to the services we provide. Long term client relationship is our ultimate goal.

Philosophy

Planning, designing and building a project to meet today's needs is an all-inclusive challenge. The practice of landscape architecture has become an integrated team effort, carefully considering the needs and desires of the people who live, work and play within the projects we design. As landscape architects and planners, we have a responsibility to the public to create functional environments. The knowledge to design these environments is obtained from two sources, our past experience; which help us provide practical and timely designs within budget restraints, and our vision of the future; which gives our designs life and meaning that will grow beyond the present.

Project Team Members HAI

The following staff members and their responsibilities are as follows. Technical/Drafting staff members are not listed.

Charles Foley, ASLA Licensed Landscape Architect, President.....Principal in Charge

Mark Hirsch, Licensed Landscape Contractor (C-27),

AI Certified Irrigation Designer and Water Auditor.....Senior Project Manager

Pam Brown, ASLA Licensed Landscape Architect.....Senior Technical Staff



Rivera Park, Pico Rivera



Mother's Beach Play, Long Beach



Olive Park, Burban

References



Project: Mackay Park
Client: City of Cypress
Completed: November 2017
Construction Cost: \$2.7 Million

Contact: Nick Mangkalakiri, Senior Civil Engineer
714-229-6729

Project Description

Mackay Park is developed on a 2.9 acre portion of the former Mackay Elementary School property. The remaining portion of the school site has been redeveloped and features a new residential community. The park design was derived through community meetings conducted by HAI with area residents as well as meetings with City Staff, Parks Commission and City Council. The park features both active and passive recreation with picnic shelters, separate tot lot and children's play structures, half basketball court, prefabricated restroom building, exercise equipment, sculpture garden, decomposed granite pathways, bio swales and infiltration collection, walkway bridges, solar lighting (park area lighting, 120V power lighting in parking lot), open turf, native planting and a parking lot. The project was designed utilizing Autocad, Adobe Illustrator, Sketch Up and Photoshop. Sub Consultants provided survey, site lighting and power for restroom and controller, civil engineering and hydrology study, geotechnical and structural engineering.





Project: Renovation of 13 Play Areas Contact: Eric Lopez, Director of Public Works
Client: City of Long Beach 562-570-5690
Completed: 10 Completed, 1 being constructed, 2 In Design
Construction Cost: \$8.5 Million

Project Description

HAI is assisting the City of Long Beach in renovating a series of play areas throughout the City utilizing City of Long Beach Measure-A funding. Each play area being upgraded is intended to be different from the others. Four of the play areas are considered to be "destination" play areas featuring unique equipment and site features such as slides built into hillsides, zip lines, fog cooling, and custom play features. Parks included are Drake, Jackson, Veterans, MLK, Whaley, Recreation, Channel View, Los Cerritos, Colorado Lagoon, Cherry, Admiral Kidd, Ramona and Silverado. Our sub consultants provided survey, electrical engineering, SWPPP/NOI and SUSMP documents.



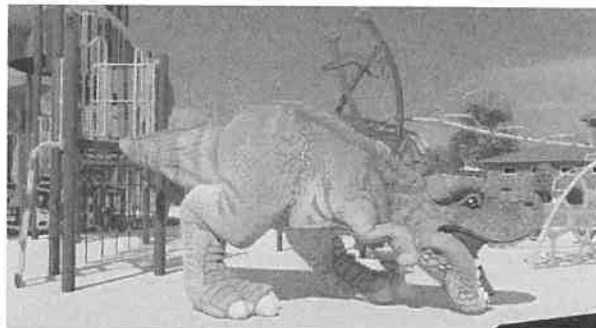
Los Cerritos Zip Line



Drake Park



Los Cerritos Park Hillside



Recreation Park



Channel View Park



Whaley Park



Project: Renovation of 6 Play Areas

Client: City of Westminster

Completed: 2 Completed, 1 Construction, 2 bidding and 1 in Design

Construction Cost: \$2.5 Million

Contact: Tuan Pham, Public Works

714-548-3456

Project Description

The City has undertaken renovation of specific play areas Citywide. Rather than complete demolition of entire playgrounds, the approach is to replace within the existing footprint of each play area. There is minor concrete removal and replacement occurring dependent on condition of paving. This approach allowed the City stretch limited budgets and spend their dollars on play equipment rather than site work. Each play area has been designed with community input that HAI solicited during play area workshops. Some of the play areas have been themed such as Westminster Park's all-inclusive playground and Baseball theme. The Park is Home to the Challenger Little League Team. An organization that provides opportunity for disabled children to play baseball. Wheelchair access into the play structures if provided with ramps. Margie Rice Park is located across from a County Fire House and the area children asked for a Firehouse themed playground. Others include a Castle themed structure at Newcastle Park (bidding) and Marine theme at Sigler Park (bid awarded and equipment on order).



Margie Rice Park





Project Approach

HAI designs play areas on virtually every park we are the Architect of Record. We enjoy this fact professionally and find satisfaction in the process. Our approach to the Huntington Park locations starts with an understanding of project budget and schedule. Our first order of business is survey. The survey is a critical component to starting the design. It defines the area and allows the design team to identify opportunities and constraints related to the ADA path of travel analysis, area limitations, protection and demolition of site features and associated costs. Knowing the City Stakeholder expectations from the start allows HAI to efficiently coordinate with Play Equipment manufacturers. We shall obtain play equipment collections and alternates from a variety of manufacturers providing the City with alternates and options for selection. We share the play area limits with the manufacturers and define the space they work within. With City input, we select various play features and opportunities integrating site and play as one.

Basic Services. Perform all the necessary professional landscape architectural and engineering services in a timely and professional manner consistent with the standards of the profession.

Project Management. Provide overall project management, project scheduling and consult with all parties and team members throughout the entire length of the project. Meet with City Staff, and others as directed to establish communications and formulate working relationships.

City Provided Information. The City shall provide all existing documentation it has on file for the project that may include existing utility locations and depths, right of way limits, copies of easement documentation, list of agencies having jurisdiction over the project, and the contact person for the agency, street improvement plans and storm drain plans. HAI, Hirsch & Associates, Inc will make a good-faith effort to verify the accuracy of such information and utilize it in the preparation of the final working drawings and specifications.

Communication. Participate in consultations and conferences with City Staff and other agencies having jurisdiction over the Project that may be necessary for the completion of the Project. Such consultations and conferences shall continue throughout the project duration. Communication will include a combination of email, telephone/Zoom/Microsoft and in person meetings at City Hall and/or project site.

Project Feasibility. Provide advice and assistance in determining the feasibility of the Project, analyze the type and quality of materials and construction methods to be selected, and other initial planning matters.

Budget. Use our best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution to maintain the City's stated budget.

Quality Control/Quality Assurance

HAI has developed a design quality process for the presentation of deliverables that is consistent and replicable for each deliverable document. Each formal submittal prepared by HAI and team members shall be;

- Reviewed by independent technical staff of the discipline involved.
- Reviewed for coordination and possible interferences by design staff of other disciplines involved.
- Checked by Project Manager for design certification and/or certifies comments for revisions.
- Certified that all comments have been incorporated, checked and back checked in accordance
- Drawings stamped for internal audit as reviewed, checked and back checked. Once all three quality control checks have been completed, documents are ready for delivery.



Scope of Work

Task 1 – Administration

- This task includes the project management services including the requirements for meeting documentation, project schedules, progress reports, invoicing, and administration of Consultant work.
- Attendance of all coordination meetings including the Kick Off meeting and documenting minutes.

Deliverables: Project Schedule, Progress Reports, Meeting Notes and invoices.

Scope of Work – Conceptual/Preliminary Design (HAI/BP/Dudek//PLC/RCE/IDS)

Task 2 – Conceptual Design/Preliminary Design

- Review existing data, such as as-builts, GIS Mapping, utility plans, City provided easement documentation pertaining to the Project
- Survey
 - Conduct Survey Records Research.
 - Establish Survey Control in field.
 - Locate visible centerline intersection monuments.
 - Topographic Survey will also locate hardscapes, landscaping, visible evidence of utilities and irrigation, trees.
 - Prepare Survey Base Map reflecting results of Topographic Survey, labeled to identify features located, and for elevations of cross section shots and other pertinent points along the medians (i.e., BCs/ECs of curves and angle points along the median curbs).
 - Base Map will be overlaid with centerline of surveyed street, including intersecting cross streets, and centerline of surveyed street will be stationed.
 - Base Map will be provided in AutoCAD-compatible format
- Photo document existing conditions
- Conduct Site Analysis to identify opportunities and constraints of each project site. Review survey and field condition.
- Develop provisions to accommodate existing and new utility facilities (e.g., maintained in place, removed, adjusted, abandoned, or installed).
- Effectively identify utility locations and resolve conflicts on proposed plans to keep the project on schedule.
- Review path of travel and determine hardscape that is not in compliance with ADA requirements. Prepare preliminary grading plan identifying hardscape areas that need to be removed and replaced.
- Obtain play equipment designs from (4) manufacturers and develop site plans based on critical fall zone requirements. Compare color, rubber surfacing designs and play equipment options to maximize play events with available budget.
- Prepare Conceptual Design plans utilizing the formal survey as the base sheet. The Conceptual Design Plan will include the location of all proposed amenities, seating areas, shade components, proposed plant palette and proposed tree locations. Included will be locations of proposed hardscape and alternate options for consideration. Include color images exhibits of all plant, seating and hardscape material proposed.
- Prepare a preliminary construction cost estimate.
- Meet with City Staff to review design concepts and estimate. Revise as needed based on input received.
- Prepare presentation color renderings and prepare product material boards of all proposed amenities and options.
- Attend up to 3 public meetings to present the concept/estimates to finalize aesthetic design choice and receive approval of the concept to be developed.



- Attend and conduct monthly design meetings with City
- From input received, finalize a single design concept based on input.
- Provide design boards of revised concepts to City Staff for review and comment.

Deliverables: Preliminary Design Concept Drawings and estimate (AutoCAD version compatible with City and PDF). Renderings of the design concept and amenities exhibit featuring photos of proposed materials (. Site Survey (AutoCAD version compatible with City and PDF). Preliminary Construction Cost Estimate (PDF). Meeting Minutes and Supporting Documentation.

Scope of Work - Site Design

Task 3 – Construction Documents

Includes Bi Weekly status meetings, reports of work, schedule updates and meeting minutes of all communication and action items.

HAI is responsible for developing and assembling Contract Construction Bid Documents ("Bid Documents") for advertisement and bidding the Project for construction. The Bid Documents shall include all necessary work to be constructed including infiltration accommodation, Construction Plans and supporting documentation for a complete biddable set. Furthermore, HAI shall provide Technical Specifications and Cost Estimates associated with the design plans. All Bid Documents shall be prepared and stamped by a CA licensed Landscape Architect. The design shall comply with all latest applicable codes, guidelines, and standards. Plans to be drawn at 1"=20' and include the following:

- Title/Index Sheet
- Demolition/Protection Plan
- Site/Grading and Drainage Plan landscape areas
- Wet Utility Plans, Details and Notes
- Erosion Control Plan
- Construction Plans and Details, notes (hardscape)
- Landscape Plans, Details and notes
- Irrigation Plans, Details and notes with water use calculations
- Technical Specifications – City shall prepare the boiler plate specifications
- Probable Construction Cost Estimates with back-up/support information on quantities and unit prices.

The Plan format, standard construction notes, and sheet borders shall be commensurate with City standards.

Deliverables:

- 30, 75% Full Set Construction Set Drawings(AutoCAD version compatible with City and PDF)
- 30, 75% Contract Technical Specifications (Word and PDF)
- 30, 75% Engineers Estimate (Excel and PDF)
- Supporting Design Documentation/Calculations (Word, Excel, and PDF)

All applicable plans, technical specifications and construction cost estimates shall conform to City templates. All submittals shall be thoroughly checked as part of the Consultants QA/QC program, inclusive of any independent plan check process. All redlines shall be attached to each re-submittal with a summary matrix of comments, edits, and responses provided noting where the revisions have been incorporated into the specific deliverable as necessary.



FINAL DESIGN DELIVERABLE FORMAT

From Plan Check Review Comment

Final Bid Package Submittal (100% PS&E):

- *Full Construction Bid Ready Plans (1 PDF file for City duplication and printing and Autocad files)*
- *Specifications (PDF and DOC file formats)*
- *Project Cost Estimate (Excel file, and PDF)*
- *All Supporting Documents(PDF and/or DOC)*

Task 4 – Bidding

- HAI team shall be available throughout the advertisement and bidding period to provide technical assistance to the City. This requires assistance with bidder's inquiries, preparation of addenda, and attendance at the pre-bid field meeting. Bidding procedures shall be the responsibility of the City

Deliverables: pre-bid meeting notes, comments on requests for information, plan/specification revisions, addendums to bid

Task 5 – Construction Support

- Prepare the Pre-Construction meeting agenda for the City's review. The following items will be reviewed at the Pre-Construction meeting:
 - Plans, Specifications and Inspection Process
 - Submittals and the approval process
 - City and State Fund
 - Impacted Utilities, Coordination with the City, Departments, and other impacted agencies
 - Coordination with schools, residents, businesses and similar entities
 - Public Notices, construction schedule, and traffic control (if needed)
 - Agreed communication
 - Weekly Statement of Working Day Reports, contract time and progress meetings
 - Contract Change Order (CCO) process
 - Final project walkthrough, punch list items, preparation of as-built drawings and project acceptance
- Conduct preconstruction meeting with City and Contractor. Prepare meeting minutes and distribute to all parties.
- Review contractor payment requests and provide City opinion of work completed.
- Coordinate with City project manager, city staff and inspector as necessary during construction.
- Review contractor prepared construction schedule and verify adherence during the life of the project. Update schedule and progress verification as field operations continue and change original schedule.
- Review and approve product submittals and shop drawings in accordance with construction documents.
- Attend on-site project meetings to review work of the contractor. Prepare written reports of meetings for distribution to all parties. Document what work is taking place and compare to project schedule. Photo document and include in project log of meetings and minutes.
- Coordinate with all parties by telephone, fax and e-mail as necessary.
- Contract Change Orders (CCOs) may be requested by the City, Contractor or design engineer. When a proposed change is requested, HAI will determine the need for the change, check for conformance to standards, consider other remedies, method of compensation, impact on contract time, estimate of cost, and the likelihood of final approval.
- Observe and approve all soil preparation material, planting methods, and finish grading prior to planting.

- Deliverables: meeting notes, comments on requests for information, plan/specification revisions, punch lists and items of correction.*

- Civil, Electrical, Structural and Geotechnical Engineering
- CEQA

Project Schedule

[illegible]

HAI Resumes



Charles Foley, ASLA

President

Education: B.S. Landscape Architecture, California State Polytechnic University

Years with Firm: 26

Registration: Landscape Architect CA#5567

Experience

Mr. Foley joined Hirsch & Associates, Inc. in 1996 and has increased his capacity with the firm from draftsman to his present position of President. He is responsible for the design and development of a wide range of projects for both public and private development including Streetscapes, Commercial/Retail Centers, Master Planned Residential Community Development, Specialty projects such as Memorials and Water Features as well as Park and Recreation design. Mr. Foley is responsible for client contract negotiations, oversight of staff and project consultants, delivery of product to clients as well as client relationships.

Mr. Foley has proven his design capabilities and project management with award winning projects for both public and private sectors. Awards include Awards of Excellence in for Rotary Centennial Park, City of Long Beach; and Barnes Park, City of Baldwin Park from the California Park and Recreation Society. Master Plan and construction oversight of Cesar Chavez Park, City of Pomona won an Award of Excellence and the Creating Community Award of Distinction, presented by the California Parks and Recreation Society, APWA Southern California Project of the Year awards.

Mr. Foley will be in charge of the design and development for the entire life of the contract. He will be the Architect of Record and manage all staff and sub consultants as well as control schedule.



Mark Hirsch, IA

Vice President

Education: A.A. Construction Management, College of the Redwoods/ A.A. Horticulture, Fullerton College

Years with Firm: 25

Registration: Licensed Landscape Contractor, CA #956898

Certified Irrigation Designer, Certified Water Auditor #84847

Experience

Mr. Hirsch has 30 years of experience in the landscape design and construction industry. Before joining Hirsch & Associates, Inc. 1998, Mr. Hirsch obtained experience working for a General Contractor, installing all aspects of landscape construction.

Mr. Hirsch has continued to increase his capacity at HAI, starting from draftsman to his current title of Vice President and Senior Project Manager. Accomplishments during his professional career including Autodesk/AutoCAD certification, certified irrigation designer and certified water auditor. Mr. Hirsch is a licensed landscape contractor in the State of California.

Mr. Hirsch will manage the design of the project with input from Charles Foley. He will specifically look at constructability and irrigation renovation/redesign, production of documents.

Affiliations

IA Irrigation Association

California Landscape Contractor Association

California Park & Recreation Society



Pamela Brown, ASLA

Senior Designer Education: B.S. Landscape Architecture, California State Polytechnic University

Years with Firm: 15

Registration: Landscape Architect CA#5866

Experience

Ms. Brown joined Hirsch and Associates, Inc. in 2007 with 4 years of previous experience at a large multi-disciplinary firm in their Landscape Architecture division where she collaborated on projects with architects, engineers, and environmental planners. Ms. Brown works closely with clients and sub consultants to develop various projects from conceptualization through design development and lastly to construction documents and support. Ms. Brown has been involved with a wide range of projects such as award-winning Park and Recreation Facilities including play areas, Sports Parks, Commercial Retail Centers, and Streetscape Beautification. She has also been involved with the design of Specialty projects such as: water features, water catchment systems for on-site irrigation use, and rain garden features that utilize plant material for contaminant filtration.

Ms. Brown shall be involved in the project the life of the contract. She will be responsible for design and creative development of concepts, production of documents. During the construction phase she will assist Mr. Foley and Mr. Hirsch providing back up of design intent technical support. She will coordinate with technical production staff in our office.

Affiliations

American Society of Landscape Architects, ASLA

Pacific Land Consultants, Inc.
28441 Highridge Rd. #230
Rolling Hills Estates, CA 90274
310-544-8689
Chris Vassallo PLS
plscal@msn.com



Field/Office Survey Services.

Pacific Land Consultants, Inc. has been in business for 26 years in the LA/OC area.

We provide survey services for construction staking, ALTA's, topographies, aerial layout, and state of the art GPS work.

We have two fully equipped crews with the latest technology, so we can be in contact with the office at all times. We have AutoCAD capabilities in the field, and with our PC phone cards can email information back and forth with the office.

Our employees have all been in surveying for many years, our two crew chiefs have over 30 years of experience between them. They can evaluate boundary establishment, construction changes, and most questions that may arise in the field.

Our office staff is equipped with the latest Civil 3D AutoCAD, and is capable of producing a variety of finished products, such as topographic surveys, slope analysis surveys, ALTA surveys, construction drawings, showing points field crews set.



HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

Professional Fees

Professional fees for services stated are based upon the scope of work and include all costs for general overhead, profit, telephone, clerical, travel and incidental expenses. Fees shall be valid for the life of the contract.

Play Area Renovation

Project Design			Totals
Description			
Task 1 - Administration			
Clerical 100hrs @ \$75	\$3,000.00		\$3,000.00
Landscape Architect 24hrs @ \$175	\$4,200.00		\$4,200.00
Total Task 1			\$7,200.00
Task 2 - Conceptual Design			
Topographic Survey	\$8,000.00		\$8,000.00
Designer 100hrs @ \$85	\$8,500.00		\$8,500.00
Project Manager 40hrs @\$115	\$4,600.00		\$4,600.00
Landscape Architect 6hrs @ \$175	\$1,050.00		\$1,050.00
Public Presentation 3 @ \$750	\$2,250.00		\$2,250.00
Total Task 2			\$24,400.00
Task 3 - Construction Documents			
Designer 260hrs @ \$85	\$22,100.00		\$22,100.00
Project Manager 100hrs @\$115	\$11,500.00		\$11,500.00
Landscape Architect 35hrs @ \$175	\$6,125.00		\$6,125.00
Total Task 3			\$39,725.00
Task 4 - Bidding			
Landscape Architect 8hrs @ \$175	\$1,400.00		\$1,400.00
Task 5 - Construction Support			
Project Manager 80hr@\$115	\$9,200.00		\$9,200.00
Landscape Architect 16hr@\$175	\$2,800.00		\$2,800.00
Construction Inspection 6@\$750	\$4,500.00		\$4,500.00
Total Task 5			\$16,500.00
Grand Total			\$89,225.00
Reimbursable Expenses			
Recommended to include funding to cover printing			\$3,000.00

Reimbursement Expenses

All printing, blueprinting, computer plotting, computer scans, photographic reproductions and special overnight deliveries, other than US Postal Service, requested by the City shall be paid as a direct reimbursable expense plus 10% to Hirsch & Associates.

HAI

Principal Landscape Architect	\$175
Project Manager	\$115
Designer	\$85
Clerical	\$75
Construction Meetings	\$750/ea
Reproduction / Printing	Cost Plus 10%

Travel

Authorized travel associated with project design and project meetings, are included within our fees.

Execution

To initiate professional services, Hirsch & Associates Inc. please provide an executed copy of this agreement included with City Agreement.

Thank you



Charles Foley, President
CA RLA#5567, ASLA

ITEM 10



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 21, 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 AWARD A CONTRACT FOR THE FABRICATION AND INSTALLATION OF THE WELCOME TO HUNTINGTON PARK MONUMENT SIGN ON THE NORTH END OF PACIFIC BOULEVARD

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to fabricate and install the monument sign to Bravo Sign & Design for a not-to-exceed fee of \$17,040.25 payable from Account 111-8022-419.56-41; and
2. Authorize the City Manager to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 22, 2023 at approximately 9:00 pm, the Huntington Park Police Department (HPPD) was dispatched to the 5200 block of Pacific Boulevard regarding a traffic collision. HPPD Officers discovered an abandoned vehicle that collided with the "Welcome to The City of Huntington Park" monument sign. The monument sign was located on a center median island on Pacific Boulevard, just south of 52nd Street. HPPD impounded the vehicle and the case was forwarded to the Detective Bureau for further investigation. Sign was originally installed in 2008.

Staff reached out to several vendors and received two proposals. The following is a tabulation of the proposals:

- | | |
|-----------------------------|-------------|
| 1. Bravo Sign & Design: | \$17,040.25 |
| 2. Blake Sign Company, Inc. | \$19,414.50 |

CONSIDERATION AND APPROVAL TO AWARD A CONTRACT FOR THE FABRICATION AND INSTALLATION OF THE WELCOME TO HUNTINGTON PARK MONUMENT SIGN ON THE NORTH END OF PACIFIC BOULEVARD

March 21, 2023

Page 2 of 3

Both companies are competent and able to perform the work as requested. Staff recommends awarding the contract to Bravo Sign & Design. Once the City Council awards the contract, the vendor will provide renderings for City approval.

LEGAL REQUIREMENTS

Staff is in receipt of two proposals over \$15,000. Per the Municipal Code, "*Purchases of supplies and equipment and the sale of City property in the amount of Fifteen Thousand and no/100ths (\$15,000.00) Dollars or more shall be by formal bid procedure.*" Staff recommends that the City Council exercise its right the waive the formal bidding process based on the following:

Per the City's Municipal Code, "*Title 2 Administration, Chapter 5 Purchasing System, Subsection 2-5.12 Formal bid procedures.*"

(i) *Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them."*

FISCAL IMPACT/FINANCING

Staff recommends awarding the contract to fabricate and install the monument sign to Bravo Sign & Design for a not-to-exceed fee of \$17,040.25 payable from Account 111-8022-419.56-41.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

**CONSIDERATION AND APPROVAL TO AWARD A CONTRACT FOR THE
FABRICATION AND INSTALLATION OF THE WELCOME TO HUNTINGTON PARK
MONUMENT SIGN ON THE NORTH END OF PACIFIC BOULEVARD**

March 21, 2023

Page 3 of 3

ATTACHMENT(S)

1. Bravo Sign & Design Proposal
2. Blake Sign Company, Inc. Proposal

ATTACHMENT "A"



BRAVO SIGN & DESIGN, INC.
520 S. CENTRAL PARK AVE. EAST
ANAHEIM, CA. 92802

OFFICE: 714-284-0500

LIC# 641391 * SBE# 0039163 * DIR#1000006083 EXP. 06/30/2023

ESTIMATE

230028

Date: 2/6/2023

BSD Contact: Frank Fiore x203

BSD Email: frank@bravosign.com

BSD Job #

DIR #

PO# / CONTRACT#

PROJECT NAME:

CITY OF HUNTINGTON PARK
3401 E FLORENCE
HUNTINGTON PARK CA 90255

CONTACT PERSON

MARIO LOPEZ

323-584-6214

mlopez@hpca.gov

JOB NAME:		MEDIAN MONUMENT SIGN	SITE LOCATION: HUNTINGTON PA	
BID ITEM #	QTY	DESCRIPTION	UNIT	Total Cost
01	1	PRECAST SIGN PANEL To include: forms, rebar, precast sign panel, finishes, recessed painted letters , (6) precision tooled aluminum with full color paint fill, coil rods and hardware Precast Panel Size: ± 4' high x 9' long x 9" deep Precast Panel Material: Color Concrete Precast Finish: Smooth Single Sided To Read: Welcome to the CITY OF HUNTINGTON PARK	9,300.00	9,300.00T
02	1	PRECAST PEDESTAL To include: forms, rebar, precast pedestal, finishes,coil rods and hardware Pedestal Size: ± 12" high x 23" wide x 10' long Precast Panel Material: Color Concrete Precast Finish: Smooth	2,800.00	2,800.00T
03	1	SITE INSTALLATION To include: crane service and labor to install precast pedestal & precast sign panel onto existing footing EXCLUDED: traffic control, survey/staking, demo grade, compaction, haul away of spoils, gravel, concrete mow strip, concrete paving, concrete cutting, waterproofing, electrical to location, added move-ons, anti-graffiti sealer, bonds, permits and fees	3,700.00	3,700.00
		Sales Tax	10.25%	1,240.25

TERMS REQUIRED NET 30 DAYS

Total Cost \$17,040.25

Included: shop drawings and only the above as described. this estimate is good for 30 day

Excluded if not stated above: permits, bonds, engineering

Our Standard Certificate of 3 million occurrence/4 million aggregate.

TO ACCEPT THIS ORDER PLEASE SIGN & RETURN. BY SIGNING BELOW, CUSTOMER ACCEPTS THIS PROPOSAL FOR THE ABOVE AND AGREES TO ALL OF THE TERMS AND CONDITIONS STATED ON THE ESTIMATE

CUSTOMER SIGNATURE & DATE _____

ATTACHMENT "B"

• QUOTATION •

& SUMMARY PURCHASE CONTRACT

Date: 3/12/2023
 Revised: 3/12/2023
 Job#: 94240
 Sales Rep: Pace Kelly

Blake Sign Company, Inc.

11661 Seaboard Circle
 Stanton, CA 90680
 p. 714-891-5682
 f. 714-891-3078
 www.blakesigns.com

PROJECT LOCATION:

City of Huntington Park
 2401 E Florence
 Huntington Park, CA 90255
 Mario Lopez
 p. 323-584-6214
 f.

CLIENT BILLING LOCATION:

City of Huntington Park
 2401 E Florence
 Huntington Park, CA 90255
 Mario Lopez
 p. 323-584-6214
 f.

PROJECT DESCRIPTION

This quotation page is for summary purposes only. Unit price reflects fabrication and installation costs.

DRAWING #	PROJECT DESCRIPTION	QTY	PRICE
Fab	Single sided Precast sign panel ~4' high x 9' long x 9" deep. Color concrete with smooth finish. To read: Welcome to the CITY OF HUNTINGTON PARK To include: forms, rebar, precast sign panel, finishes, recessed painted letters, (6) precision tooled aluminum with full color paint fill, coil rods and hardware.	1	\$10,600.00
Fab	Precast pedestal ~12" high x 9' long x 9" deep. Color Concrete with smooth finish. To include: forms, rebar, precast pedestal, finishes, coil rods, and hardware.	1	\$3,200.00
Installation	Site installation to include crane service and labor to install precast pedestal and precast sign panel onto existing footing.	1	\$4,200.00
Excluded	Traffic control, survey/staking, demo grade, compaction, haul away of soils, gravel, concrete mow strip, concrete paving, concrete cutting, waterproofing, electrical to location, added move-ons, anti-graffiti sealer, bonds, permits, and fees.		
	Sales Tax	10.25%	\$1,414.50
Note	Permits, bonds, and engineering is not included.		

The invoice is the controlling element of the project.

TOTAL : \$19,414.50

THIS AGREEMENT IS ACCEPTED AND APPROVED BY

By signing below, Customer accepts Company's proposal for the Project and agrees to all of the terms and conditions stated on the Contract Page of this Proposal.

•by:

Mario Lopez / For: City of Huntington Park

Date:

•by:

John Blake / For: Blake Sign Company, Inc.

Date:

3/12/2023

ITEM NO. 11



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 21, 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 THE 2023 GENERAL PLAN ANNUAL PROGRESS REPORT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the 2023 General Plan Annual Progress Report.

BACKGROUND

The City of Huntington Park's 2023 General Plan Annual Progress Report (GP APR), is prepared by the Community Development Department. The report is intended to provide information on the measurable outcomes and actions associated with the implementation of all of the General Plan elements. Additionally, it reviews the activities conducted by the Community Development Department including the Building and Safety Division, Code Enforcement, and Planning Division.

California Government Code Section 65400 and 65700 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD) by April 1 of each year. However, the annual report must first be prepared for review and approval by the City's legislative body before being forwarded to OPR and HCD.

The 2023 General Plan Annual Progress Report was presented to the Planning Commission on March 15, 2023.

CONSIDERATION AND APPROVAL OF 2023 GENERAL PLAN ANNUAL PROGRESS REPORT

March 21, 2023

Page 2 of 2

FISCAL IMPACT

No impact to General Fund.

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. 2023 General Plan Annual Progress Report



City of Huntington Park General Plan Annual Progress Report

2023

March 21, 2023

Community Development



HUNTINGTON PARK

THE CITY OF PERFECT BALANCE *California*

6550 Miles Avenue
Huntington Park, CA 90255

City Council

(At the time of adoption)

Eduardo “Eddie” Martinez, Mayor

Marilyn Sanabria, Vice Mayor

Graciela Ortiz, Council Member

Karina Macias, Council Member

Arturo Flores, Council Member

Planning Commission

(At the time of adoption)

Jonathan Sanabria, Chair

Angelica Montes, Commissioner

Eduardo Carvajal, Commissioner

Erika Nuno, Commissioner

Ricardo Barba-Ochoa, Commissioner

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Introduction



Executive Summary

The City of Huntington Park's 2023 General Plan Annual Progress Report (GP APR) is prepared by the Community Development Department. The report is intended to provide information on the measurable outcomes and actions associated with the implementation of all of the General Plan elements. Additionally, it reviews the activities conducted by the Community Development Department including the Building and Safety Division, Code Enforcement, and Planning Division.

The City of Huntington Park General Plan serves as a long-range comprehensive plan that will regulate land uses and development in the City for the next ten to twenty years. The Elements that comprise the General Plan contain policies and programs that will guide future development in the City. The General Plan is a living document and must be periodically updated to adopt to the changing environment and community needs.

California Government Code Section 65400 and 65700 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD) by April 1 of each year. However, the annual report must first be prepared for review and approval by the City's legislative body before being forwarded to OPR and HCD.

Background Information

The City of Huntington Park (City) is located approximately five miles southeast of Downtown Los Angeles that was incorporated on September 1, 1906. As shown in Figure 1, the City is bounded by the cities of Vernon and Maywood to the north, the City of South Gate and unincorporated Los Angeles County to the south, the cities of Cudahy, Bell, and Maywood to the east, and the City of Los Angeles and unincorporated Los Angeles County to the west. Primary regional access is provided by the Long Beach (I-710) Freeway, located approximately 1.40 miles east of the City. Local access to the City is provided by Slauson Avenue, Florence Avenue, Gage Avenue, Pacific Boulevard, and Alameda Street.

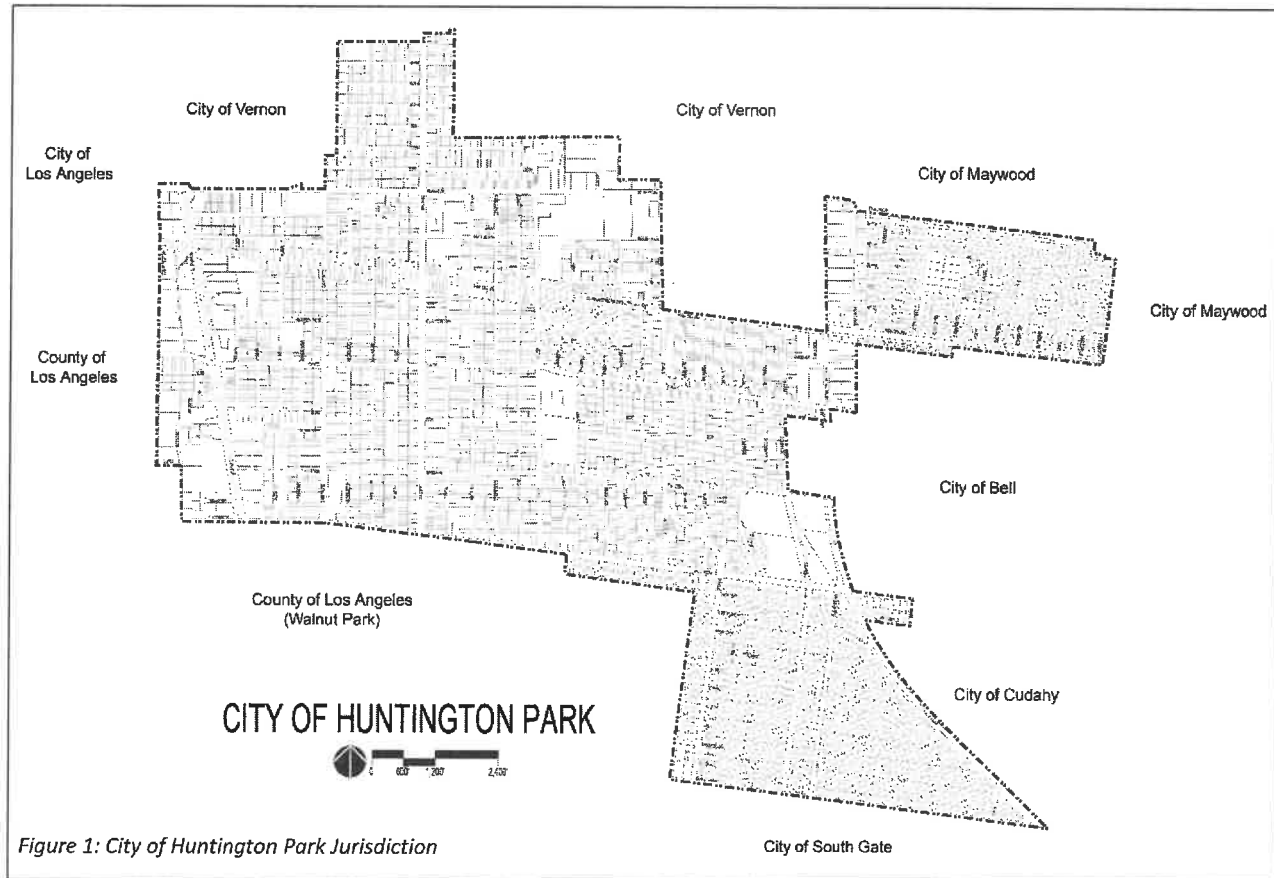


Figure 1: City of Huntington Park Jurisdiction

The City has a land area of approximately 3.01 square miles. According to the 2020 US Census, the City has a population of approximately 54,883 residents.¹ Additionally, the City has a population density of approximately 19,493.20 people per square mile, which it is fifth densest city in California.² Due to its high-density nature and limited area, Huntington Park residents are faced with additional challenges compared to neighboring cities. The 2030 General Plan will work towards providing local officials with information needed to formulate effective policies to improve the quality of life for people in the City.

¹United States Census Bureau, Huntington Park city, California, <https://data.census.gov/cedsci/profile?g=1600000US0636056>, accessed March 6, 2023.

² USA.com, California Population Density City Rank, <http://www.usa.com/rank/california-state--population-density-city-rank.htm>, accessed March 6, 2023.

Department Organizational Chart

The City of Huntington Park Community Development is comprised of three divisions that work together to ensure the orderly physical development of the community by maintaining the goals and policies of the City’s General Plan through the issuance of land use entitlements and permits for improvements and development all while promoting and preserving a safe and desirable community to live and work.

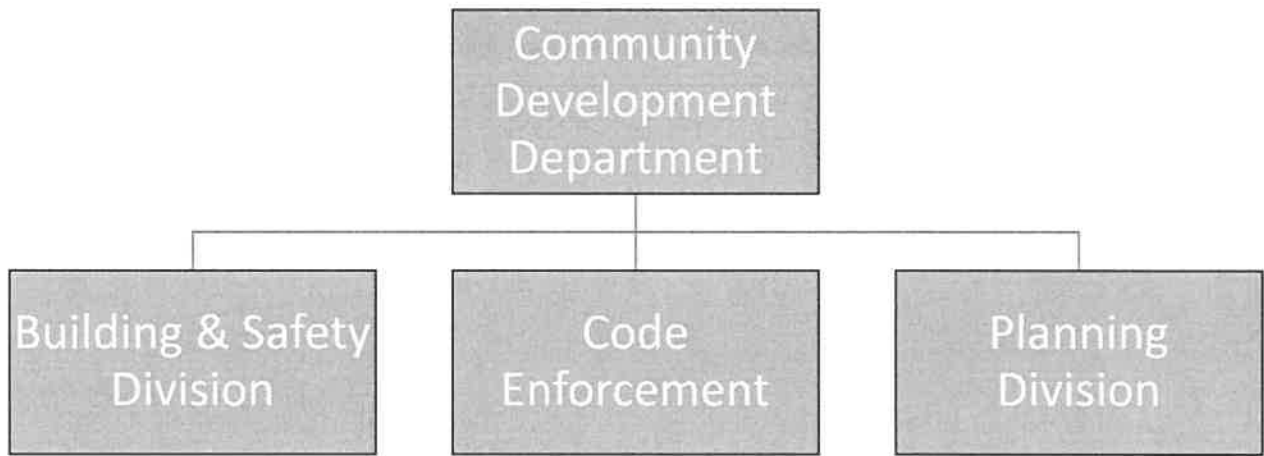


Figure 2: Community Development Department Structure

Acceptance Date

The 2023 General Plan Annual Progress Report was presented to the Planning Commission on March 15, 2023; and was accepted by the City Council on March 21, 2023.

Community Development Department Accomplishments

In 2022, the Community Development Department provided extensive support to residents and businesses in the City. The Department processed business licenses, approved development permits for residential and commercial projects, issued permits to install mechanical equipment along with solar panels, and much more. During this time, the following projects were approved:

- Award for the Equitable Community Revitalization Grant (ECRG) from DTSC Office of Brownfields
- Continued development of the multi-commercial Slauson Marketplace in the corner of Slauson Avenue and Bickett Street through the approval for construction of a Farmer Boys fast food restaurant.
- Grand Opening of Target Department Store at Slauson Marketplace.
- Approval of Ibiza Nightclub Project at 6901 Pacific Boulevard.
- Approval of a new Starbucks Project at 3480 E. Florence Avenue.
- Gateway Cities 2022 Energy Action Awards – Recipient of SoCalRen Bronze Level Award.
- Launch of City's First-Time Homebuyer and Owner-Occupied Rehabilitation Programs.

Planning Division

The Planning Division maintains and implements the City's land development and land use standards and prepares other specialized planning documents regarding current Planning and Advanced Planning matters. The division reviews development submittals for conformance with the City's planning policies and standards and conducts environmental review under the provisions of the California Environmental Quality Act (CEQA).

The list below outlines the activities of the Planning Division from January through December 2022. The day-to-day planning activities include:

- Answering public inquiries via email, telephone, and over the counter.
- Processing entitlement applications for the Planning Commission and City Council.
- Reviewing and approving business license applications for zoning compliance.
- Reviewing development plans for compliance with City standards (Plan Checks).
- Perform final inspections of residential projects to ensure zoning and design compliance.

Counter Activity

Counter visits quantify the level of counter activity in the Planning Division. Counter visits are recorded and maintained on a monthly basis. Historically, counter activity is greater during mid-year and lower towards the end of the calendar year. According to Figure 3 below, in the calendar year of 2022, counter visits totaled 2,044 and August was the busiest month of the year with 198 visits.



Figure 3: Planning Counter Visits in 2022

Planning Applications

The Planning Division processed 685 applications in 2022. Applications included Business License Applications, Conditional Use Permits, Film Permits, Minor Development Permits, and Miscellaneous Permits. Additionally, Planning staff performed plan checks to ensure the proposed improvements, and/or new developments comply with the Zoning Code. Table 1 below shows a breakdown of the different types of applications received and processed by the Planning Division in 2022. Miscellaneous Permits comprised approximately forty five percent of applications processed. Work covered by Miscellaneous Permits include the installation of water heaters, new electrical panels and/or upgrades, installation of air conditioning units, solar panels, and reroofs for commercial and residential properties.

TABLE 1: 2022 PLANNING APPLICATIONS SUMMARY	TOTAL
Business Licenses	171
Conditional Use Permits (CUPs)	3
CUP Transfers	4
Development Permits	2
Film Permits	25
Home Enterprise Permits	11
Minor Development Permits (MDPs)	114
Miscellaneous Permits	306
Preliminary Reviews	6
Sign Design Reviews	26
Special Event Permits	17
GRAND TOTAL	685

Planning Commission

The Planning Commission is the lead advisory body in the determination of what uses may be allowed in the City and how it may shape the community in the present and future. Additionally, the Planning Commission conducts public hearings on entitlements, including new buildings, conditionally permitted uses, conditional use permit transfers, etc. On items such as General Plan Amendments and Zoning Ordinance Amendments, the Planning Commission acts as an advisory body to the City Council. In 2022, the Planning Commission conducted fourteen meetings during which they considered eight items. Planning Commission meetings and agendas are available online and proper noticing is made available before the meetings.

Below is a list of some of the major projects that were considered by the Planning Commission:

- PC Case No. 2020-04 CUP/DP (3100 E. Florence Ave) – A request for a Conditional Use Permit and Development Permit to allow construction and operation of a new 4,969 square foot automated drive-thru car wash with self-serve vacuum stalls and vending machines at 3100 E. Florence Avenue, within the Commercial General (CG) Zone.

- PC Case No. 2013-07 CUP (6032-6034 Santa Fe Avenue) – A request to revoke (or modify) Conditional Use Permit for a billiards hall at 6032-34 Santa Fe Avenue in the Commercial General (CG) Zone.
- PC Case No. 2021-02 CUP/DP (6901 Pacific Blvd) – A request for a Conditional Use Permit and Development Permit to allow expansion of the existing nightclub throughout the building, including outdoor dining/cinema/entertainment on roof, restaurant with sports bar on ground floor, and nightclub in basement, with exterior alterations to accommodate the new uses, located at 6901 Pacific Boulevard, within the Festival Zone (District B) of the Downtown Huntington Park Specific Plan (DTSP).
- PC Case No. 2021-03 CUP (3420 E. Florence Ave) – A request for a Conditional Use Permit to allow the use of automobile dealership services, with interior and exterior tenant improvements for the property located at 3420 E. Florence Avenue, within the Commercial General (CG) Zone.
- PC Case No. 2021-01 CUPTR (6823 Seville Ave) – A request for a Conditional Use Permit Transfer for the continued restaurant use with the on-site sale of beer and wine on property located at 6823 Seville Avenue, within District C of the DTSP.
- PC Case No. 2022-02 CUP/DP (3480 E. Florence Ave) – A request for a Conditional Use Permit and a Development Permit to allow the development and the use of a restaurant with drive-thru facilities located at 3480 E. Florence Avenue, within the Commercial General (CG) Zone.
- PC Case No. 2022-03 CUPTR (3356 E. Florence Ave) – A request for a Conditional Use Permit Transfer for the continued car wash use on the property located at 3356 E. Florence Avenue, within the Commercial General (CG) Zone.

Code Enforcement

Code Enforcement is responsible for the enforcement of the Huntington Park Municipal Code that relates to residential and non-residential property maintenance standards. Code Enforcement also enforces building, health, and safety standards related to environmental protection and neighborhood preservation. Code Enforcement identifies and facilitates the abatement of physical conditions and characteristics of substandard and unsanitary residential properties and buildings which render them unfit or unsafe for residential occupancy. Violations of building, zoning, and housing codes are also inspected and remediated through voluntary compliance. However, commercial and other non-residential zones receive incidental code enforcement services.

Figure 4 below provides an annual breakdown of Code Enforcement activity in the year 2022 on a monthly basis. Code Enforcement opened 754 cases in 2022. Cases dealt with various violations (Building Code Violations, Building Maintenance, Illegal Garage Conversions, Illegal Units, Inoperable Vehicles, and Property Maintenance).

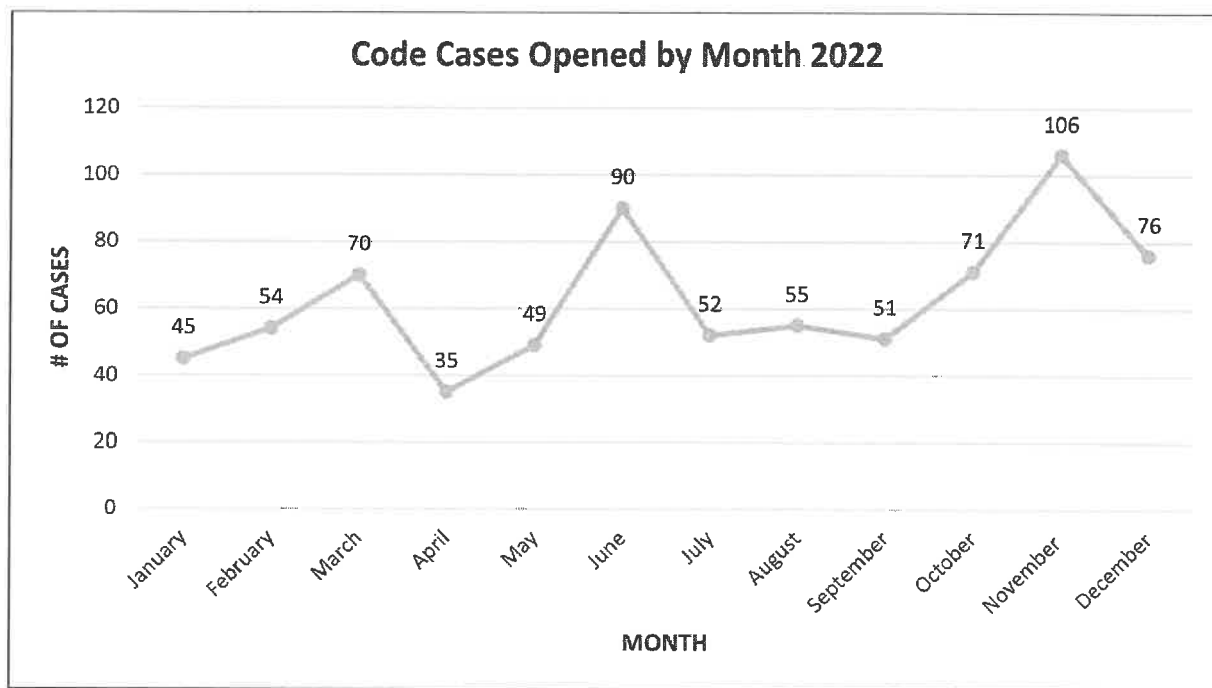


Figure 4 Code Enforcement Cases Opened in 2022

Figure 5 provides a detailed categorization of Code Enforcement cases in 2022. The most common type of Code Enforcement case by violation in 2022 was for property maintenance (495 cases) followed by Building Maintenance (176 cases). November had the highest number of new open cases with 106 total cases.

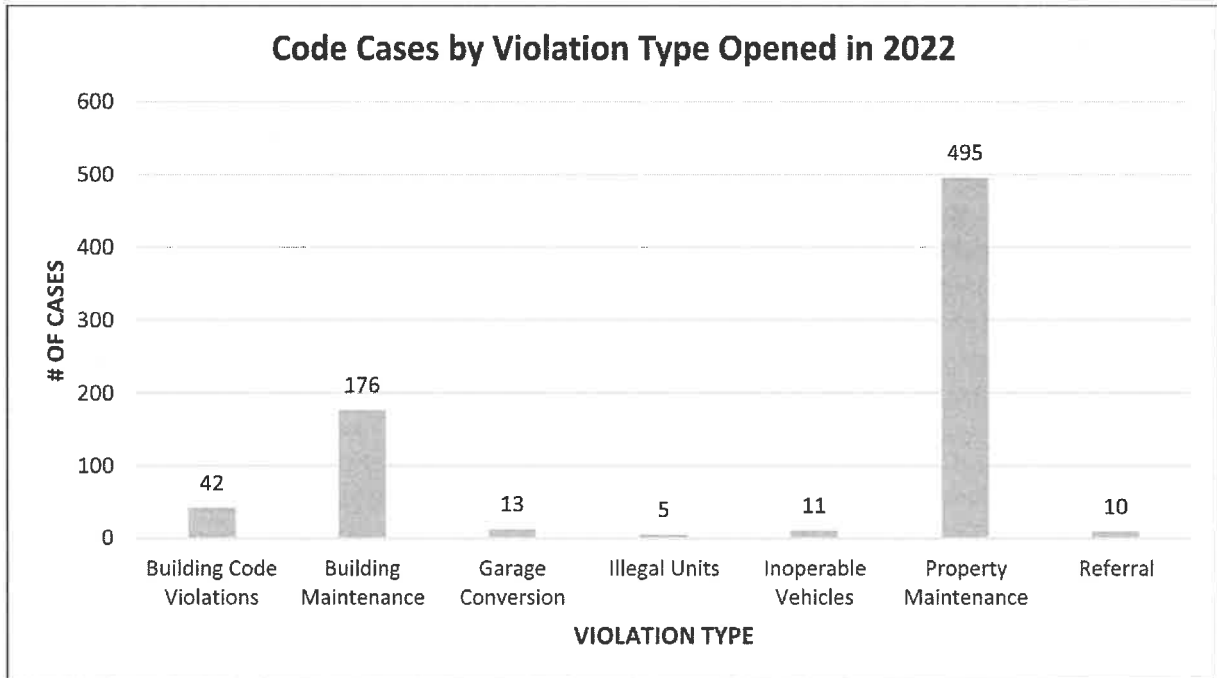


Figure 5: Code Enforcement Cases by Violation Type in 2021

As shown in Figure 6, Code Enforcement closed 764 cases in 2022, which includes cases that were carried over from the previous calendar year of 2021. Of the total 764 closed cases, Property Maintenance was the main violation that was closed-out with 503 cases followed by Building Maintenance (149 cases). Code Enforcement closed the most cases in November (126 total cases).



Figure 6: Code Enforcement Cases Closed in 2021 by Violation Type

Building and Safety Division

The Building and Safety Division is responsible for a variety of tasks that includes performing plan checks, issuing permits, and conducting inspections. The Building and Safety Division reviews all plans and permits for compliance with the Building Code regulations. The City of Huntington Park follows the 2022 California Building Standards Code (California Code of Regulations, Title 24), which was adopted and implemented on January 1, 2023.

In 2022, the Building and Safety Division issued 976 permits. Applications for these permits include all construction-related projects and the installation of mechanical equipment, plumbing, electrical work, and other miscellaneous tasks. Additionally, as illustrated in Figure 7 below, Building and Safety Division's Inspectors completed 1,598 inspections in 2022, with the busiest month in February where 213 inspections were completed.



Figure 7: Inspection Completed by Building & Safety in 2022

General Plan Implementation Status

The State of California requires that a General Plan contains seven elements (Circulation, Housing, Open Space, Noise, Conservation, Land Use, and Safety). The City is processing a number of updates to its 1991 General Plan, which the last adopted General Plan. As such, City's General Plan update will address the changing issues in the region, revise the community's needs, and comply with the new State requirements. Therefore, the Huntington Park General Plan has been reformatted to address the aforementioned requirements in the following Elements:

- The **Land Use & Community Development Element** indicates the general location and distribution of the existing and permitted land uses in the City. The Land Use and Sustainability Element also considered issues related to urban design and economic development.
- The **Mobility & Circulation Element** indicates the general location and the extent of existing and proposed roadway improvements and provides standards for roadway design and level of service standards.
- The **Resource Management Element** meets the State-mandated requirements for the conservation and open space elements. The Resource Management Element provides for the conservation, development, and use of natural resources. This Element also addresses air quality, water quality, historic resources, and parks and recreation.
- The **Health & Safety Element** provides for the protection of the community from a variety of man-made and natural hazards. Other related issues addressed in the Health and Safety Element include environmental hazards and noise.
- The **Housing Element** evaluates the existing and projected housing needs of the City and establishes policies and programs that will be effective in the preservation, improvement, and development of housing that will accommodate the City's future housing need.
- The **Environmental Justice Element** contains a comprehensive set of goals and policies aimed at increasing the role and influence of historically marginalized populations and reducing their exposure to environmental and health hazards. The Element summarizes baseline environmental conditions with the community through the lens of pollution exposure, safe and sanitary homes, physical activity and health, food access, and public facilities.

Land Use & Community Development Element

The Land Use Element designates the general location, distribution, and extent of the various land uses proposed for the City. The element identifies standards for population density and building intensity for each land use category. The land use element also identifies those areas that may be prone to flooding. The City will adopt a number of changes to its zoning code and Land Use Element to implement the Housing Element and ensure consistency between the elements. Additionally, the proposed Metro stations described in the Mobility and Circulation Element may also result in Transit Oriented Development (TOD) zoning designations.

The Land Use and Community Development Element contains three major base zone districts: Residential Development (Residential-Low, -Medium, and -High), Commercial Development (Commercial General, Professional, and Neighborhood), and Industrial Development (Manufacturing Planned Development). In addition to the aforementioned base zone districts, the City of Huntington Park Zoning Code includes several overlay zones. Specific overlays include a Senior Citizen Housing Overlay Zone, Single Room Occupancy Overlay Zone, and Affordable Housing Overlay Zone among others. Additionally, the City has adopted a single specific plan (the Downtown Specific Plan (DTSP)) that is applicable to the City's downtown area along Pacific Boulevard. The purpose of the DTSP is to create a unique and identifiable downtown area for Huntington Park that is an economically vibrant and pedestrian-oriented destination.³ The DTSP divides the downtown area into four distinct districts, and each has a particular vision for future development. Each district has its own development standards and design guidelines. The four districts are: District A – Gateway, District B – Festival, District B – Neighborhood, and District D – Zoe. Various sections of the City are occupied by different residential land uses, which are separated by density. Residential development is the predominant land use in the City. Pacific Boulevard serves as the City's prime commercial thoroughfare. Also, much of the City's commercial uses are concentrated along Pacific Boulevard, Florence Avenue, and Gage Avenue. Meanwhile, the City's industrial area is located within the northern and western portion of the City.

Mobility & Circulation Element

This element focuses on the general location and the extent of existing and proposed roadway improvements and provides standards for roadway design and level of service standards. This Element provides the planning framework for the roadway system that will be needed to accommodate existing and projected demand resulting from the land uses and development permitted under the Land Use & Community Development Element. Regional access to the City is available through the Long Beach (I-710) Freeway, which has interchanges at Atlantic Boulevard and Florence Avenue. Major streets in the City include Florence Avenue, Slauson Avenue, and Gage Avenue, which are the east-west arterials. Meanwhile, Pacific Boulevard, Alameda Street, Santa Fe Avenue, State Street, and Miles Avenue/Soto Street are the City's north-south arterials. Local collector streets in the City are primarily lined with residential uses. The City has restricted trucks to major roadways in the City and are prohibited on residential streets except for emergencies or local deliveries. Some issues focused on by the Mobility and Circulation Element and addressed in policy include the local street system, parking, traffic reduction, public transportation, and alternative forms of transportation. The City will continue to

³ *Downtown Huntington Park Specific Plan, August 4, 2008.*

facilitate traffic improvements through a multilateral approach that includes roadway improvements, providing fixed-route transit, and Dial-A-Ride services. Additionally, the City is a member of the Eco-Rapid Transit joint powers authority and through direct contact with Metro, has continued advocating for light rail stations in the West Santa Ana Branch Transit Corridor and for the preservation of neighboring properties, residential uses and businesses along the planned route. The City will have two stations from the West Santa Ana Branch Corridor Project⁴ located within its jurisdiction located at the intersections of Pacific Boulevard/Randolph Street and Salt Lake Avenue/Florence Avenue. An additional stop will be located just outside the City's border at the Slauson Metro Station, nevertheless it will impact the City. These future stations will be subject to new transit-oriented development.

Resource Management Element

The Resource Management Element provides for the conservation, development, and use of natural resources. It meets the State-mandated requirements for the conservation and open space elements. This Element also addresses air quality, water quality, historic resources, and parks and recreation. Various improvements were made at parks throughout the City and the development of an aquatic center is currently in the works. Efforts to conserve and rehabilitate existing parks will include improvements at parks throughout the City, for instance more trees are being planted throughout the various parks. Furthermore, the City continues to maintain its recycling program that is led by the Recycling Division. The Division develops and promotes source reduction and recycling programs within the community. It prepares and puts into practice public information, presentations on various waste reduction and recycling activities through established outreach programs for local businesses and classroom settings. The Recycling Division monitors source reduction and recycling efforts, prepares reports for submittal to the State of California, coordinates participation in regional programs, including the used oil grant program, and ensures compliance with California AB 939 diversion requirements.

Health & Safety Element

Natural and non-natural hazards present a multitude of risks to people who live, work, and visit the City. The City aims to reduce the potential risk of death, injuries, property damage resulting from hazards. The City is working on developing its Health & Safety Element to comply with state law requirements. The City has continued its efforts to promote events and activities to nurture health, wellness, and quality of life. Expanded events will include its weekly Farmers Market, Zumba classes, Senior Food Pantry Program, and Senior Program. The City continues its efforts to reduce the quantity of blighted/dilapidated properties throughout the work from Code Enforcement. Code Enforcement is responsible for the enforcement of the Huntington Park Municipal Code that relates to residential and non-residential property maintenance standards. Code Enforcement also enforces building, health, and safety standards related to environmental protection and neighborhood preservation.

Housing Element

The Housing Element identifies the existing and projected housing needs and establishes goals, policies, objectives, and programs for the preservation, improvement, and development of housing to meet the

⁴ Metro, West Santa Ana Branch Transit Corridor, <https://www.metro.net/projects/west-santa-ana/>, accessed March 6, 2023.

needs of all economic sectors of the community. The Housing Element also seeks for the City to meet its share of the Regional Housing Needs Assessment (RHNA). The RHNA is the state-mandated process to identify the total number of housing units (by affordability level) that each jurisdiction must accommodate in its Housing Element. In 2021, there were 44 housing units approved in the City. The City is in the process of completing an update to its 6th Cycle Housing Element. The Housing Element identifies sites to accommodate 2,500 new units. The Housing Element was submitted to HCD for review.

Environmental Justice

The City of Huntington Park is working on its first Environmental Justice Element. Environmental Justice is defined as the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.⁵ In 2016, the State of California passed Senate Bill 1000 – the Planning for Healthy Communities Act, requiring cities and counties across the state to address environmental justice within their general plans. As such, the Environmental Justice Element is to be included as part of the City's General Plan, and it will reflect the City's commitment to reducing environmental burdens and ensuring that all residents have the opportunity to access public facilities and services that improve their quality of life. Extensive community outreach in the form of in-person and online workshops, surveys, and noticing was conducted to obtain input from residents in regard to what concerns and issues can be included in the drafting of the Environmental Justice Element.

Conclusion

The City of Huntington Park is actively working with HCD to address all comments and questions made to the City's General Plan update. Recently, the City resubmitted a revised General Plan per HCD's edits and comments. The City is waiting for HCD to provide any additional comments and/or questions. If there is no additional input from HCD, the next step would be for HCD to adopt and certify the City's General Plan Update.

⁵ State of California Department of Justice, Rob Bonita Attorney General, SB 1000 – Environmental Justice in Local Land Use Planning, <https://oag.ca.gov/environment/sb1000>, accessed March 6, 2023.

Sources

1. United States Census Bureau, Huntington Park city, California, <https://data.census.gov/cedsci/profile?g=1600000US0636056>, accessed March 6, 2023.
2. USA.com, California Population Density City Rank, <http://www.usa.com/rank/california-state--population-density--city-rank.htm>, accessed March 6, 2023.
3. *Downtown Huntington Park Specific Plan, August 4, 2008.*
4. Metro, West Santa Ana Branch Transit Corridor, <https://www.metro.net/projects/west-santa-ana/>, accessed March 6, 2023.
5. State of California Department of Justice, Rob Bonita Attorney General, SB 1000 – Environmental Justice in Local Land Use Planning, <https://oag.ca.gov/environment/sb1000>, accessed March 6, 2023.

ITEM NO. 12



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 21, 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 SUBSTANTIAL AMENDMENT THREE TO THE FY 2021-2022 ANNUAL ACTION PLAN (AAP) FOR THE HOME INVESTMENT PARTNERSHIPS- AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN FOR SUBMITTAL TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing.
2. Take public testimony.
3. Approve the HOME-ARP Allocation Plan and Substantial Amendment Three to the to the Fiscal Year 2021-2022 Annual Action Plan, inclusive of any comments received by the City Clerk during the 30-day public comment period.
4. Authorize the City Manager to make the appropriate amendments as described in Substantial Amendment Three.
5. Authorize the City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD); and
6. Amend the Fiscal Year 2021-2022 Budget in accordance with the approved Substantial Amendment, as follows:
 - **ACQUISITION AND REHABILITATION OF NON-CONGREGATE SHELTERS** - Allocate HOME ARP FY2021 funds in the amount of \$ 1,744,083 to the HOME Program Fund for FY2021.

APPROVAL OF THE DRAFT HOME - ARP ALLOCATION PLAN AND SUBSTANTIAL AMENDMENT THREE TO THE FY2021-2022 ANNUAL ACTION PLAN

March 21, 2023

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- **ADMINISTRATION AND PLANNING** - Allocate HOME ARP FY2021 funds in the amount of \$ 327,015 to the HOME Program Fund for FY2021.

7. Authorize the City staff to electronically transmit the amended components of the FY 2022-2023 Annual Action Plan to the U.S Department of Housing and Urban Development (HUD) via Integrated Disbursement and Information System (IDIS).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The City of Huntington Park, CA (City), is a federal entitlement community that receives annual allocations of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The City is required to prepare an Annual Action Plan detailing the uses of entitlement funds to meet its affordable housing and community development goals as outlined in its Consolidated Plan.

According to 24 CFR 91.505 and the City's Citizen Participation Plan, the City of Huntington Park has determined that the following actions will require a substantial amendment:

- In response to the Coronavirus 2019 (COVID-19) pandemic, the U.S. Department of Housing and Urban Development (HUD) has notified the City of Huntington Park that it will receive an allocation of \$2,180,103.00 be used for community development initiatives. This allocation was authorized by the American Rescue Plan Act of 2021, Public Law 117-2, which was signed into law on March 11, 2021, to respond to the growing effects of this unprecedented public health crisis.

As the City of Huntington Park will receive HOME - ARP funds, a Substantial Amendment to the Program Year 2021-22 Annual Action Plan is necessary. As required by the City's approved Citizen Participation Plan, a 30-day Public Notice was published in the Long Beach Press Telegram on February 16, 2023, to inform the public of the Public Hearing on Substantial Amendment Three and the availability of the HOME-ARP Allocation Plan for public review and comment during a 15-day comment period. The notice advised the public that copies of the HOME-ARP Allocation Plan were available at City Hall, Huntington Park Library and Salt Lake Park from February 16, 2023 through March 17, 2023. All comments received at the Public Hearing will be incorporated in the HOME-ARP Plan and Substantial Amendment accordingly for submittal to HUD by March 31, 2023.

The HOME – ARP funds allocated under the American Rescue Plan (ARP) may be used for a range of eligible activities, as allowed under 24 CFR Part 92.2 to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable

APPROVAL OF THE DRAFT HOME - ARP ALLOCATION PLAN AND SUBSTANTIAL AMENDMENT THREE TO THE FY2021-2022 ANNUAL ACTION PLAN

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populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability.

Eligible activities include (1) Production or Preservation of Affordable Housing, (2) Tenant-Based Rental Assistance, (3) Supportive Services, Homeless Prevention Services, and Housing Counseling, and (4) Purchase and Development of Non-Congregate Shelter. As such, the City proposes the following:

SOURCE	Amount
FY2021 HOME ARP	\$2,180,103
USES	
Acquisition and Rehabilitation of Non-Congregate Shelters	\$1,744,083
Administration and Planning	\$ 327,015
TOTAL	\$2,180,103

DISCUSSION

On March 11, 2021, the American Rescue Plan (ARP) was passed in response to the COVID-19 pandemic. Congress appropriated \$5 billion in ARP funds to be administered through the HOME Investment Partnerships Program (HOME) and authorized the Department of Housing and Urban Development (HUD) to distribute the funds to participating jurisdictions (PJ) that qualified for an allocation of HOME Funds in Fiscal Year (FY) 2021, of which the City of Huntington Park was a recipient.

The intent of HOME-ARP is to address the need for homelessness assistance and supportive services to benefit qualifying individuals and families, including veterans that are experiencing homelessness, at-risk of homelessness, or are part of a vulnerable population such as those fleeing domestic violence. Eligible activities for the use of the HOME-ARP funds include:

1. Development and support of affordable housing.
2. Tenant-based rental assistance (TBRA);
3. Provision of supportive services.
4. Acquisition and development of non-congregate shelter units.
5. Nonprofit capacity building and operating assistance; and
6. Planning and Administration

The City received an allocation of \$2,180,103 in HOME-ARP funds. In order to access the funds, the City was required to develop a HOME-ARP Allocation Plan (Plan) and

APPROVAL OF THE DRAFT HOME - ARP ALLOCATION PLAN AND SUBSTANTIAL AMENDMENT THREE TO THE FY2021-2022 ANNUAL ACTION PLAN

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prepared a substantial amendment to its 2021-2022 Annual Action Plan for submittal to HUD to integrate the HOME-ARP funding into that year's plan.

The Draft HOME-ARP Allocation Plan describes the consultation and public participation process that the City engaged in as part of developing the plan, describes the gap in services, needs assessed in the community and outlines how the City proposes to use its HOME-ARP funds.

After extensive consultation with the agencies that serve the qualifying populations including Continuum of Care Agencies and data gathering to demonstrate the unmet housing needs and gaps in services in the community, the Draft HOME-ARP Allocation Plan proposes to use of the HOME-ARP allocation to acquire and rehabilitate substandard housing in the City of Huntington Park to house the qualifying populations of the HOME-ARP Allocation Plan.

PROPOSED SUBSTANTIAL AMENDMENT

This substantial amendment request will allow the addition of the aforementioned actions to the Program Year 2022 Annual Action Plan.

PUBLIC COMMENT PERIOD

The City will address and incorporate any comments received during the 30-day public comment period from February 16, 2023 through March 17, 2023 and at today's public hearing.

FISCAL IMPACT

There will be no fiscal impact to the General Fund. These programs and projects will be funded through the Housing and Urban Development grants via HOME Investment Partnerships – American Rescue Plan (HOME – ARP) Program. The funds are reimbursable to the City.

**APPROVAL OF THE DRAFT HOME - ARP ALLOCATION PLAN AND SUBSTANTIAL
AMENDMENT THREE TO THE FY2021-2022 ANNUAL ACTION PLAN**

March 21, 2023

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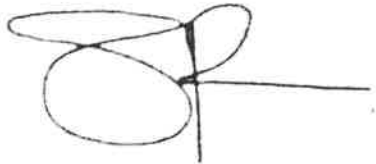
CONCLUSION

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

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Ricardo Reyes', with a stylized, flowing script.

RICARDO REYES
City Manager

A handwritten signature in black ink, appearing to be 'Steve Forster', with a large, bold, stylized 'S' and 'F'.

Steve Forster
Community Development Director

ATTACHMENTS

Attachment "1": Draft HOME-ARP Allocation Plan – Substantial Amendment Three

ATTACHMENT "A"

ATTACHMENT 1



HOME Investment
Partnerships
Program

American Rescue
Plan



Substantial Amendment to the
FY 2021 Annual Action Plan

HOME-ARP ALLOCATION PLAN

March 2023





Substantial Amendment to the FY 2021 Annual Action Plan

HOME-ARP ALLOCATION PLAN

HOME Investment Partnerships (HOME) Program
American Rescue Plan



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INTRODUCTION

On March 11, 2021, the American Rescue Plan (ARP) was signed into law to provide relief and to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses. To address the need for homelessness assistance and supportive services, Congress appropriated \$5 billion in ARP funds to be administered through HOME to perform four activities that must primarily benefit qualifying individuals who are homeless, at risk of homelessness, or in other vulnerable populations. In order to receive the HOME-ARP allocation, the City must develop a HOME-ARP Allocation Plan that will become part of the City's PY2021 HUD Annual Action Plan by substantial amendment.

The City of Huntington Park's HOME-American Rescue (ARP) Allocation Plan describes how the city engaged in the consultation and public participation process as part of the Plan's development and requirements. It outlines how the City will use HOME-ARP funds to address the needs of qualifying populations who are defined as persons who are: (1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C.11302(a)) ("McKinney-Vento"); (2) at risk of homelessness, as defined in section 401 of McKinney-Vento; (3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; (4) part of other populations where providing supportive services or assistance would prevent a family's homelessness or would serve those with the greatest risk of housing instability; or (5) veterans and families that include a veteran family member that meet the criteria in one of (1)-(4) above.

The City will receive **\$2,180,103** in HOME-ARP funding to be used in accordance with the HOME-ARP Guidelines and as described in this Allocation Plan.

The eligible activities for HOME-ARP activities are as follows:

1. Administration and Planning Costs;
2. Development of Rental Housing (Acquisition, Rehabilitation, Construction);
3. Development of Non-Congregate Shelter (Acquisition, Rehabilitation, Construction);
4. Tenant-Based Rental Assistance (TBRA);
5. Supportive Services; and
6. Nonprofit Operating and Capacity Building Assistance.

The contents of this plan will address how the City of Huntington Park proposes to use its HOME-ARP Funds in accordance with the eligible activity proposed in this HOME-ARP Allocation Plan.

The following are the major components addressed in the plan:

1. Consultation;
2. Public Participation;
3. Needs Assessment and Gaps Analysis;
4. Identification of HOME-ARP Activities;
5. HOME-ARP Housing Production Goals;

CONSULTATION

The City of Huntington Park undertook an extensive consultation process to encourage public participation in the development of its HOME ARP-Allocation Plan. The consultation meetings helped inform this HOME ARP-Allocation Plan by providing additional information and data on the qualifying populations. Through the consultations, the City was able to identify gaps in shelter, housing, other service delivery systems and the eligible activities currently occurring within the City. Most importantly, the City identified potential collaborations for administering HOME-ARP eligible activities.

In accordance with the HOME-ARP Guidelines, the City consulted with the following agencies before developing its HOME-ARP allocation plan:

- Continuum of Care (CoC) agencies serving the jurisdiction's geographic area;
- Homeless service providers;
- Domestic violence service providers;
- Veterans' groups;
- Public housing agencies (PHAs);
- Public agencies that address the needs of the qualifying populations; and
- Public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities.

Stakeholder Consultation

The consultation meetings were held as follows:

- Consultation Meeting #1 – Virtual Meeting
December 5, 2022
- Consultation Meeting #2 – Virtual Meeting
January 9, 2023

- Consultation Meeting #3 – Virtual Meeting
January 18, 2023
- Consultation Meeting #4 – Virtual Meeting
January 19, 2023
- Consultation Meeting #5 – Virtual Meeting
January 24, 2023
- Consultation Meeting #6 – Virtual Meeting
January 26, 2023
- Consultation Meeting #7 – In-Person
January 30, 2023

The consultation meetings were coordinated to include public announcements and email invitations to all required participants under the HOME-ARP guidelines.

The meetings included:

1. Overview of the funding available to the City under the HOME-ARP program;
2. PowerPoint Presentation by City staff describing the funding source, HOME-ARP Allocation Plan Process, and the eligible activities for consideration for inclusion in the HOME-ARP Allocation plan;
3. Solicitation of feedback for the needs of the Huntington Park qualifying population.

The HOME-ARP Allocation Plan was developed following an extensive consultation and outreach effort. The City of Huntington Park conducted extensive outreach activities beginning December 2022. The City held seven (7) consultation meetings to engage stakeholder groups in the process of its engagement efforts. In addition to one-on-one interviews. The consultation meetings included external and internal participants. The consultation meetings with stakeholders were held virtually and in person. Community Development staff also offered one-on-one consultations to accommodate individuals unable to attend the consultation meetings. Email communication was also sent to stakeholders. The outreach effort also included advertisement via the City's website and social media.

The series of meetings and one-on-one interviews were conducted with internal/external stakeholders including homeless service providers, City staff,

continuum of care partners, fair housing agencies, homeless individuals, among many others involved in addressing the homeless needs in the City of Huntington Park. For a complete list, please refer to table below. The consultation process provided helpful insight and clarification on current issues, needs, gaps and feedback for addressing the needs of the unsheltered populations throughout the City and region.

The interviews were conducted by staff from the City's Community Development Department and its consultant.

The consultations provided attendees with the HOME-ARP Program background, funding availability, eligible uses of funds, and the range of eligible activities. The consultations were an essential part of assessing the needs of all the qualifying populations because it provided an opportunity to gather data maintained by other organizations.

Through the consultations, the City of Huntington Park:

- Gathered data to understand the needs of the four qualifying populations;
- Identified gaps in shelter, housing, or service delivery systems;
- Determined eligible activities currently occurring within the City of Huntington Park; and
- Identified potential collaborations for administering HOME-ARP eligible activities.

Additionally, a Public Hearing was held before the City Council on March 21, 2023, after proper noticing to solicit additional feedback on the use of HOME-ARP funds. The following table includes a list of outreach methods, the date of the meeting and the targeted audience.

Method of Outreach

Method of Outreach	Date	Target of Outreach
Flyers at: • Community Development Department • City Clerk Office • Huntington Park Main Library	November 2022 – January 2023	• City Residents • Community Stakeholders • Elected Officials
City of Huntington Park Official Website	November 2022 – January 2023	• City Residents • Community Stakeholders • Elected Officials

Social media platforms: City of Huntington Park	November 2022 – January 2023	- City residents - Community Stakeholders - Elected officials
Direct email meeting invitation	Starting November 2022	- Continuum of Care Service Providers - Homeless Services Providers - Local Hospitals - Fair Housing Agencies - Food Service Providers - Local Partners (ie. Starbucks, Full Circle, City of Huntington Park Community Services Department). - CDBG Committee P - Planning Commission Members - Elected Officials
One-on-One and Telephone Interviews	Starting December 2022	- Targeted recipients - Providers
Public Notice	Starting February 14, 2023	Community at Large

Organizations Consulted by Type and Method

Agency/Org Consulted	Type of Agency/Org	Method of Consultation
CONTINUUM OF CARE AGENCIES (CoC)		
Los Angeles Homeless Services Authority	Lead agency in the Los Angeles Continuum of Care, coordinate housing and services for homeless in LA County.	Video conference
HOMELESS SERVICE PROVIDERS		
Inner City Visions (ICV)	Community-based homeless intervention provider	Video conference

Salvation Army	Community-based homeless intervention provider	Video conference
DOMESTIC VIOLENCE PROVIDERS		
Inner City Visions (ICV)	Community-based homeless intervention provider	Video conference
Florence Family Center	Charter School for Qualifying Populations	Video conference
PUBLIC HOUSING AGENCIES		
Los Angeles Community Development Agency	Public Housing Authority	Telephone conference
PUBLIC AGENCIES THAT ADDRESS THE NEEDS OF THE QUALIFYING POPULATIONS		
City of Huntington Park Police Department	City Public Safety Department that responds to the needs of the qualifying population.	Telephone conference
City of Huntington Park – Parks and Recreation Dpt.	City Parks and Receptions Department that respond to the needs of the qualifying population.	Telephone conference
VETERAN'S GROUPS		
Sabot Foundation	Support Veterans and combat veterans and their transition to civilian life.	Video conference

Salvation Army Corps Community Center	Companionship program, emergency food, homeless support services, personal enrichment, and utility bill assistance	Telephone call
Salvation Army Southeast Communities Service Center	Supportive services for qualifying population: food, shelter, addiction treatment resources	In person meeting
South Central Unified Veteran's Group	Veteran's advocacy for housing and homeless services	Virtual meeting
FAIR HOUSING SERVICE AGENCIES		
Fair Housing	Fair Housing Counseling Service Provider	Video conference

Summary of Feedback Received from Consulted Organizations

Through its consultation process with agencies that serve the qualifying populations in the City of Huntington Park and region, an overwhelming support was voiced for **acquisition and rehabilitation** of property to serve as a one-stop resource center for all four qualifying populations in the City of Huntington Park.

The consultations revealed the dire need for **non-congregate shelters** to house all four qualifying populations including homeless, veterans, victims of domestic violence, trafficking, families, runaway youth that are vulnerable and at risk of becoming homeless. Through FEMA, motel vouchers were provided at the Salvation Army, however due to funding constraints, they are no longer available for these vulnerable populations.

Supportive services were also discussed during the consultations for all the vulnerable populations. Through the consultations, the city learned there is high trafficking activity which makes subpopulations such as truant youth, runaways, and youth involved in gangs to be at a higher propensity to become trafficked. Through the consultation, the city also learned that Huntington Park has a subpopulation that was mentioned is those

that leave prison and require life-skills training to reintegrate into the community. Without proper life skills, this subpopulation is also at-risk of becoming homeless.

Additional feedback received is found in **Appendix A**.

PUBLIC PARTICIPATION

In accordance with the HOME-ARP Allocation Plan Guidelines, the City of Huntington Park provided for and encouraged citizen participation in the development of the HOME-ARP allocation plan. Before submission of the plan, the City provided residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of **no less than 15 calendar days from February 16 to March 3, 2023**.

The City held a **Public hearing on March 14, 2023** during the development of the HOME-ARP allocation plan after proper noticing and prior to submission to the Department of Housing and Urban Development on March 31, 2023.

In compliance with HOME-ARP guidelines, the City made the following information available to the public:

- The amount of HOME-ARP the City will receive, and
- The range of eligible activities the City will undertake.

Throughout the HOME-ARP allocation plan public participation process, the City followed its applicable fair housing and civil rights requirements and procedures for effective communication, accessibility, and reasonable accommodation for persons with disabilities and providing meaningful access to participation by limited English proficient (LEP) residents that are in its current citizen participation plan as required by 24 CFR 91.105 and 91.115.

Efforts to Broaden Public Participation

To broaden the public participation process, the City developed an extensive mailing list of the appropriate agencies required for consultation and the consultation meetings were coordinated to include public noticing, email invitations and telephone calls to all required participants under the HOME-ARP guidelines. For those unable to attend a meeting, telephone conferences and one-on-one opportunities were made available. Special accommodations and translation services were offered.

In compliance with the HOME-ARP guidelines, all notices were published in the Long Beach Press Telegram which is a newspaper of general circulation that includes serving Huntington Beach. The public participation process included noticing via direct email to

continuum of care partners, and advertisement on the City of Huntington Park Official Website social media platforms. Notification of the Public Hearing was also communicated via email to the mailing list of stakeholders and to attendees at all the consultation meetings.

A hard copy of the Plan was made available at the Community Development Department Counter and City Clerk's Office, and a digital copy was made available on the City's website.

City staff also placed individual and personal calls to groups that were unable to attend the consultation meetings. Special accommodations were made available for anyone needing them to ensure every opportunity was used to pursue additional feedback to inform the Allocation Plan.

All comments or views were considered orally and in writing and incorporated herein in the process of preparing the HOME-ARP allocation plan.

Summary of Public Comments

February 16, 2023 – March 3, 2023 – Home-ARP Comment Period:

- No comment public comments were received.

March 21, 2023 – Public Hearing on the Substantial Amendment to the FY 2021 Annual Action Plan to integrate the HOME ARP Plan

- Pending public hearing.

Public Comments and Recommendations Not Accepted and Reasons

- Pending completion of public hearing

NEEDS ASSESSMENT AND GAP ANALYSIS

The City of Huntington Park evaluated the size and demographic composition of the qualifying populations within its boundaries and assessed the unmet needs of each of these populations to identify gaps and needs within its current shelter and housing inventory, as well as the service delivery system. The City used current data, including point in time count, housing inventories, and other data available through CoCs, and consultations with service providers to quantify the qualifying populations.

HOME- ARP Eligible Qualifying Populations

The American Rescue Plan Act (ARP) defines qualifying individuals or families, including Veterans, that are:

Homeless as defined in 24 CFR 91.5 (1)

Chronically homeless means:

1. A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
 - Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- 3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

At Risk of Homelessness- as defined in 24 CFR 91.5 (2)

The number of individuals at risk of homelessness is difficult to assess given an individual’s circumstances can change overnight. An individual at risk of homelessness is defined in 24 CFR 91.5 as those that have an annual income below 30 percent of median family income for the area at the greatest risk of homelessness, especially those that do not have family, friends, or other social networks to rely on. An individual at risk of homelessness is best described in meeting one of the following conditions:

1. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
2. Is living in the home of another because of economic hardship;
3. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
4. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
5. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
6. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
7. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice (3)

Any individual or family who:

1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
2. Has no other residence; and
3. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice (4)

A youth (17 years or younger) not accompanied by an adult (18 years or older) or an adult without children, who is homeless (not imprisoned or otherwise detained pursuant to an Act of Congress or a State law), including the following:

1. An individual who lacks a fixed, regular, and adequate nighttime residence; and

2. An individual who has a primary nighttime residence that is:

- A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
- An institution that provides a temporary residence for individuals intended to be institutionalized; or
- A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Size and Demographic Composition of Qualifying Populations within the City's Boundaries

Homeless Population as defined in 24 CFR 91.5 (1)

All data charts listed below are based on the Los Angeles County 2022 Point in Time Summary. All reported data are reflective of the County as a whole and demographic data is not broken down to the city level.

Every two years, the Point in Time count is conducted by the Los Angeles County CoC to assess the population of individuals experiencing homelessness. Due to the COVID-19 pandemic, point in time counts were not conducted in 2020 or 2021. The Los Angeles County Coc is broken down into various planning areas, the City of Huntington Park is within Service Planning Area (SPA 7). The 2022 Los Angeles County Point in Time count indicated that the county has a total of 4,781 homeless individuals with 3,512 unsheltered persons and 1,269 sheltered persons. There is a total of 248 homeless individuals in household with at least one child under the age of 18 and 220 are sheltered and 28 are unsheltered.

In 2019 there were a total of 5,095 homeless individuals and it decreased by 1,583 individuals in 2022, which is a 6% decrease. For households with children, there were 213 persons in 2019 and it decreased by 35 individuals, which is a 14% decrease.

Homeless by Household Status			
Summary of Persons in Each Household Type	Sheltered	Unsheltered	Total
Persons in households without children	458	306	764
Persons in households with at least one adult and one child	220	28	248

Children under age 18	43	0	43
Persons over age 18	375	58	433
Persons in households with only children	7	0	7

Data Source: County of Huntington Park 2022 Point in Time Summary. Data references the County level and includes City of Huntington Park. Demographic data down to the City of Huntington Park level is not available.

Demographic Summary by Race			
Race	Sheltered	Unsheltered	Total
American Indian or Alaska Native	3	0	3
Asian	12	2	14
Black or African American	430	188	618
Native Hawaiian or other Pacific Islander	6	6	12
White	175	448	623
Multiple Races or Other	18	6	24

Data Source: County of Huntington Park 2022 Point in Time Summary. Data references the County level and includes City of Huntington Park. Demographic data down to the City of Huntington Park level is not available.

Summary of other Populations Reported			
Homeless Population	Sheltered	Unsheltered	Total
Adults			
Veterans	35	75	110
Victims of Domestic Violence	210	1287	1497
Chronic Homelessness	187	1456	1643
Substance Use Issues	103	1089	1192
Physical Disability	202	387	589
Mental Health Issues	207	430	637
Developmental Disability	108	147	255
HIV/AIDS	9	12	21

Data Source: County of Huntington Park 2022 Point in Time Summary. Data references the County level and includes City of Huntington Park. Demographic data down to the City of Huntington Park level is not available.

Sheltered Homeless Population (1)

- 60% were in households with adults only;
- 89% were in households with at least one adult and one child;
- 32% were veterans;

- 11% meet the definition of experiencing chronic homelessness
- 9% were adults with substance use issues
- 34% were adults with physical disability
- 32% were adults with mental health issues
- 42% were adults with developmental disability
- 14% were adults that survived domestic violence
- 43% were adults with HIV/AIDS

Unsheltered Homeless Population (1)

- 40% were in households with adults only;
- 11% were in households with at least one adult and one child;
- 68% were veterans;
- 89% meet the definition of experiencing chronic homelessness
- 91% were adults with substance use issues
- 66% were adults with physical disability
- 68% were adults with mental health issues
- 57% were adults with developmental disability
- 86% were adults that survived domestic violence
- 57% were adults with HIV/AIDS

At-Risk of Homelessness- as defined in 24 CFR 91.5 (2)

The definition of those who are at risk of homelessness includes individuals and families who have an annual income below the 30% of the median family income for the area as defined as HUD. They do not have sufficient resources or support networks, immediately available to prevent them from moving to an emergency shelter or place not meant for habitation and experience risk factors of homelessness including recent housing instability or exiting a publicly funded institution or system of care.

Other Population: At greatest risk of housing instability – Households with incomes < 30% AMI and experiencing severe housing cost burden (4)

Households who are at greatest risk of housing instability are households with incomes below 30% AMI. HUD Comprehensive Housing Affordability Strategy (CHAS) 2014-2018 data Table 10 provides information on households that include more than one family, household income level and overcrowding.

Unmet Housing and Service Needs of Qualifying Populations

Unmet Housing Needs of Qualifying Populations.

For households with the greatest risk of housing instability, there is a lack of affordable rental housing in the city as illustrated in the Housing Needs Inventory and Gap Analysis Table below.

Housing Needs Inventory and Gap Analysis Table			
	Available Units	Level of Need	GAP (Units-Level of Need)
Total Rental Units	17,679		
<=30% AMI	1,196	3,176	
>30% to <=50% AMI	2,054	1,763	
Total <=50% AMI	3,250	4,939	(1,689)

Data Source: ACS 2021 and HUD 2015-2019 CHAS

Unmet Service Needs of Qualifying Populations

Following consultation with the required agencies and data collection, it was determined that the **unmet** service needs for the qualifying populations in the city are:

- Emergency shelter for the qualifying population
 - Victims of human trafficking
 - Victims of domestic violence
- Intervention programs for victims of human trafficking
- Outreach services to vulnerable populations such as youth in gangs, runaways, foster youth and truant
- Job training and resources for employment
- Case management services
- Life skill training

Current Resources Available to Assist Qualifying Populations

Current Homeless Housing Inventory					
	Family Beds	Family Units	Adult Beds	Adult Units	Vet Beds
Emergency Shelter	8,902	3,060	11,866	11,866	14
Transitional Housing	1,463	504	2,500	2,500	686
Permanent Supportive Housing	5,306	1,706	17,833	17,833	6,105
Other Permanent Housing	790	225	1,087	1,087	0

Data Source: HUD 2022 Continuum of Care Housing Inventory Count. Data references the County level and includes City of Huntington Park. Demographic data down to the City of Huntington Park level is not available.

According to the 2022 Los Angeles County Housing Inventory Count Report, there are several resources available at the County level to assist qualifying populations as follows:

1. **Emergency shelter** allows for short term stays.
2. **Transitional housing** generally allows for a stay of up to 24 months.
3. **Permanent supportive housing** is housing assistance (long-term leasing or rental assistance) with supportive services provided with households to achieve housing stability.
4. **Other permanent housing** includes housing with services that does not require disability required for entry.
5. **Congregate and non-congregate shelter units** is (1) Congregate housing is for displaced, elderly and handicapped persons or families in which some or all of the individual dwelling units do not contain kitchen facilities, and which has a central dining facility to provide nutritious and economical meals for the residents. (2) Non-congregate shelter is the term used for emergency shelters that provide accommodations in a way that provides private space for guests.
6. **Tenant Based Rental Assistance (TBRA)** There are many different types of TBRA programs, but the most common type provides payments to make up the difference between the amount a household can afford to pay for housing and the local rent standards. Other TBRA programs help tenant pay for costs associated with their housing, such as security and utility deposits.

Other resources available to qualifying populations in the city include Local/State and Federal Funds in the form of:

- 7. CDBG Funding.** The city receives an allocation of Community Development Block Grant Funds that can be used for public services to provide supportive services to the qualifying populations.
- 8. HOME Funding.** The City receives an annual allocation of HOME funds that can be used for affordable housing development programs.

Priority Needs for Qualifying Populations:

The priority needs for the City of Huntington Park's qualifying population is **acquisition and rehabilitation of non-congregate shelter**.

HOME-ARP ACTIVITIES

Administration of Eligible Activities

The City of Huntington Park has the capacity to administer the eligible activities directly.

Use of HOME-ARP Funding

The City of Huntington Park will use its HOME-ARP allocation of \$2,180,103 for **acquisition and rehabilitation of non-congregate shelters**. The administration and planning costs will be within HOME-ARP limits as reflected in the table below.

Use of HOME-ARP Funding			
	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$		
Acquisition and Development of Non-Congregate Shelters	\$ 1,744,083		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 0		
Non-Profit Operating	\$ 0	0 %	5%
Non-Profit Capacity Building	\$ 0	0 %	5%
Administration and Planning	\$ 327,015	5 %	15%
Total HOME ARP Allocation	\$ 2,180,103		

Rationale for Use of HOME-ARP Funds

The rationale for the use of HOME-ARP funds to provide **acquisition and rehabilitation of non-congregate shelters** was through the consultation process with grassroots organizations, COC participants, stakeholders and the one-on-one interviews.

HOME ARP PRODUCTION HOUSING GOALS

The city does not plan to produce affordable rental housing units with its HOME-ARP allocation.

PREFERENCES

The City of Huntington Park does not intend to give preferences to any population or subpopulations.

HOME-ARP REFINANCING GUIDELINES

The City of Huntington Park does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME-ARP funds. Therefore, refinancing guidelines pursuant to 24 CFR 92.1206(b) do not apply.

REFERRAL METHODS

The City does not intend to use a coordinated entry (CE) process for referrals to a HOME-ARP project or activity. Homeless individuals who seek permanent housing solutions will enter the CE process after receiving services through the COC or housing case managers at The HRC. The referrals will be for a non-HOME-ARP project.



APPENDIX A

Public Participation Comments

CONTINUUM OF CARE AGENCIES (COC)

Los Angeles Homeless Services Authority

In December of 1993, the Los Angeles County Board of Supervisors and the Los Angeles Mayor and City Council created the Los Angeles Homeless Services Authority (LAHSA) as an independent, joint powers authority. LAHSA is the lead agency in the Los Angeles Continuum of Care, which is the regional planning body that coordinates housing and services for homeless families and individual in Los Angeles County. LAHSA coordinates and manages over \$800 million annually in federal, state, county, and city funds for programs that provide shelter, housing, and services to people experiencing homelessness.

LAHSA coordinates with over 100 nonprofit partner agencies to coordinate permanent housing, supportive services, access centers, emergency shelters, safe havens, transitional and permanent housing, along with the necessary supportive services designed to provide the tools and skills required to attain a stable housing environment.

Through LAHSA, funding, program design, outcomes assessment, and technical assistance are provided to more than 100 nonprofit partner agencies that assist people experiencing homelessness achieve independence and stability.

LAHSA provided statistical data that was very valuable in informing the HOME-ARP allocation plan.

HOMELESS SERVICE PROVIDERS

Inner City Visions

ICV continues to see gaps in prevention and intervention for Commercial Sexually Exploited Children (CSEC) as well as shelter, housing, and service delivery systems services for each of the qualifying populations. ICV deals mostly with victims of domestic violence and human trafficking which have the greatest need from their perspective since they represent victims.

In 2020, according to public health issues identified, over 244,000 American children and youth are estimated to be at risk of child sexual exploitation including sexual exploitation. Runaways and unaccompanied minors make up the majority of at-risk youth for both sexual and labor exploitation. Many trafficked children have experienced multiple layers of traumatic stress, including physical, sexual, and/or verbal abuse; witnessing violence; emotional neglect; and family dysfunction.

Foster Care Youth comprise 46.7% suspected or confirmed child victims of domestic sex trafficking ran from a group home, foster care, DCFC care or a shelter.

The activities currently occurring within the city for victims of domestic violence and human trafficking includes:

- In 2019 ICV directly assisted 39 survivors with basic needs, safe and stable housing, education, and mental health support
- ICV reached a 92% employment rate for Commercial Sexually Exploited Children (CSEC) in program
- ICV Increased development of grassroots community partnerships to ensure safety zones in high-crime areas for greater reach in prevention efforts of sex trafficking
- ICV strengthened partnerships with Latin American countries to assist children targeted for exploitation

The unmet need is increased intervention and education to prevent the estimated 40 to 70% of street youth that engage at least occasionally, in prostitution to meet their basic needs.

To begin on the path toward healing, a brain exposed to trauma needs to feel safe first and foremost. ICV honors a child's need for security through providing safe spaces which allow for the most basic of human needs to be satisfied.

ICV has a 90% program retention and success rate. Through their comprehensive approach, ICV provides:

- Job placement
- Individualized educational programs
- Crisis financial Resources
- Mental Health
- Peer support
- Leadership opportunities
- Survivor and family case management

Several potential collaborations for administering HOME-ARP eligible activities were identified with service providers that specialize in the shelter, housing and service delivery systems for each of the qualifying populations including collaborations with USC.

ICV continues expanding dire-care services to qualifying-population survivors in need of true trauma-informed care, while meeting them where they are. The ICV model has been very successful, and they plan to replicate their service model to reach multiple cities, communities, and nations. ICV is focused on improving the quality of client-centered mental health services to survivors that have suffered intensive psychological, physical, and spiritual trauma. ICV is committed to providing greater accessibility and saturation of evidence-based practices towards whole-person healing.

CRISIS HOUSING - THE SALVATION ARMY

The Winter Shelter Program is held annually to protect people experiencing homelessness during Los Angeles's colder months. Winter Shelters are held across the County and operate 24 hours a day, 7 days a week from November 2022 through March 2023. To have access to the winter shelter program you must be at least 18 years old or older and experiencing homelessness. Shelters serve 3 meals a day and welcome pets and emotional support animals. All shelters have a two (2) bag restriction. There is transportation for those in need.

The Weather-Activated Shelter Program is a short-term weather-activated emergency response to provide individuals experiencing homeless a safe and supportive short-term shelter during severely inclement weather. This program operates to protect individuals from rain and cold weather to avoid conditions such as hypothermia, pneumonia, and other conditions caused by cold temperatures.

DOMESTIC VIOLENCE SERVICE PROVIDERS

Inner City Vision

See description above

Florence Center

The Florence Centre works with qualifying populations which include victims of domestic violence. Most of the truant population comes from a domestic abuse environment. To deter truants from homelessness, truants get an opportunity to finish their High School Education and make job connections to avoid homelessness.

This non-profit organization runs a charter school that works with a vulnerable truant youth population to promote completion of their high school education. This center works with independent charter schools to provide help to students.

Often the youth are victims of domestic violence and other risk factors. There has been a high success rate because families have a place to receive services and case

management. Students also can study in a non-traditional setting as many of the courses can be taken online. The Center provides a one-stop-shop for youth and their families.

The gaps described by the founder are related to family-based case management and advocacy to keep families together. Case managers are trained to identify needs. There are severe gaps in the shelter system for extreme cases where shelter is needed. Currently, the Salvation Army has 4 beds. The only wrap around service agency is mental health. There is a Memorandum of Understanding with Wellness and Starview Mental Health. Case Manager's identify referrals, so clients do not get lost in the shuffle. There is also a trained unit for sex trafficking and domestic violence where direct access is provided in response to need.

The Florence Family Center has graduated 10 students. Support is shown by the organization by having representatives and mentors attend the graduations. Currently, 25 are enrolled.

There are significant gaps in community engagement with the unsheltered population. The unsheltered are not contacting outreach teams. There is a lack of trust due to mental health related issues. Another unique issue is the reintegration of former inmates into society. Many need to be educated on a Lived Experience to avoid homelessness. There are a significant number of unreported populations that are being released from prison that are shell shocked and lack reintegration skills into community life.

The populations listed here are the most vulnerable to becoming homeless and sex trafficked due to their environment. The most common cause of vulnerability is related to domestic violence. The services provided by the Florence Family Center and another referral agency, ICV are only small steps to providing interventions to the most vulnerable qualifying populations.

VETERANS' GROUPS

South Central United Veteran's Group

South Central United is an advocacy group for homeless veterans. The founder was in the Army for 8 years and found herself homeless after being in the service. Through this lived experience, the founder learned what it means to be a homeless veteran and has been an advocate for Veterans ever since. The founder currently sits on a veteran's advocacy board that is providing housing for homeless veterans. The agency pledges to

work with other housing advocates to produce over 500 units over the next five years with the backing of the City of Los Angeles.

South Central United keeps track of veterans by participating in the annual Point in Time Count and by having local count events with one scheduled in Huntington Park in March 2023.

There is a gap in services in Huntington Park because of its geographical location for veteran resources. The VA is in West Los Angeles, Downtown Los Angeles, or Long Beach for basic services.

They offer mental health, parenting classes, anger management, food distribution, VA benefit resources, health care, education, employment, and cemetery burial services. Want to become one stop shop through a collaborative effort.

TBRA is very important for veterans. Can get vouchers in 30 days. Not an issue to get a voucher, it is about finding a place because landlords are not accepting vouchers and vouchers expires. Deposits are hard for many because voucher doesn't cover.

Gaps in current shelter include lack of options for families especially for a single parent with a 12-year-old son who cannot be placed in the same shelter due to rules.

Gaps in service delivery system is location. Homeless Veteran's in Huntington Park do not know where to go. Most are elderly and do not have access to technology.

Sabot Foundation

Foundation started in 2016. Meredith Family stretches back to WW2, Better Homes and Gardens owners. Started a veteran's foundation after they lost a veteran family member. Have created several programs including Operation Homecoming. Finding home for vets at risk of homelessness. They foundation is entering its 7th year with the foundation. Have placed 20 veterans in permanent housing. Maglex, a Developer/Property Manager, has been providing properties for veterans. Create nice homes. They remodel all homes to create suitable housing. VA and VASH Vouchers have been great resources for permanent and special needs housing.

Gaps/Needs

- Foundation makes initial contact to VA with social workers and employees that are part of VASH Program. Let them know they have a property. VA finds who is a good fit. Women with children first. VA brings in HUD VASH with vets that are voucher qualified to begin immediate housing process in less than a week. Houses can take up to 3 weeks because of inspection process. Ensure vets are being placed in a safe area that is not a detriment to their safety. Avoid gang areas. None have gone back to homelessness. Goes beyond homelessness, also covers mental health and addiction.

- Rental housing with services for all issues. Holistic wellness for addictiveness. The Dom program had a vet that was having schizophrenia disorder. Don't lose housing while in Dom program.
- Gaps in shelter services: Don't believe shelters work only if programs are associated with the shelter. At some point shelter services are going to end. The point is to end homelessness. Problems: cost of rent, mental health, and addiction. There must be programs to stabilize these stressors to get the into perm housing. Can also relate to women who are victims of domestic violence.
- There are few options for families because shelters are not a good environment. When houses come up, they seek vets with kids especially if it involves a female and if there's is domestic violence involved.
- Gaps in Housing Inventory: Plenty of inventory out there. Philanthropy, business standpoint. Guaranteed rent. Homeless number one priority for veteran's association. To reduce homelessness, we all need to come together.
- Gaps in Service Delivery System include lack of therapist available to veterans. Veterans can seek their own therapists. One major gap in system. Vets can take up to 90 days to see a therapist through VA because there is a huge gap in the area.

FAIR HOUSING

Fair Housing Foundation

- Assists with people looking to rent, at-risk for homelessness.
- Biggest issues are initial rental assistance. First month and deposits for housing are needed because most people live paycheck to paycheck and don't have enough. For some, need up to three months' rent (security deposit is double months' rent and then first month).
- Gap identified: When clients have unforeseen circumstances, they have no money to pay rent. The greatest assistance is for those unforeseen circumstances including assistance with security deposits and first month's rent.

PUBLIC HOUSING AGENCIES HOUSING

Los Angeles Homeless Services Authority

In December of 1993, the Los Angeles County Board of Supervisors and the Los Angeles Mayor and City Council created the Los Angeles Homeless Services Authority (LAHSA) as an independent, joint powers authority. LAHSA is the lead agency in the Los Angeles Continuum of Care, which is the regional planning body that coordinates housing and services for homeless families and individual in Los Angeles County. LAHSA coordinates and manages over \$800 million annually in federal, state, county, and city

funds for programs that provide shelter, housing, and services to people experiencing homelessness.

LAHSA coordinates with over 100 nonprofit partner agencies to coordinate permanent housing, supportive services, access centers, emergency shelters, safe havens, transitional and permanent housing, along with the necessary supportive services designed to provide the tools and skills required to attain a stable housing environment.

Through LAHSA, funding, program design, outcomes assessment, and technical assistance are provided to more than 100 nonprofit partner agencies that assist people experiencing homelessness achieve independence and stability.

LAHSA provided statistical data that was very valuable in informing the HOME-ARP allocation plan.



APPENDIX B

HOME-ARP Certifications & SF 424 Form