

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Tuesday, April 18, 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, boozing, 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@h pca.gov or Esarmiento@h pca.gov or by telephone, by calling (323) 584-6297, up to one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record. Below is the virtual link and toll free phone number to participate in the meeting.

JOIN VIRTUALLY AT:

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

OR PARTICIPATE BY PHONE AT:

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

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

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

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

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

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

ADDITIONS/DELETIONS TO AGENDA

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

IMPORTANT NOTICE

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

CALL TO ORDER

ROLL CALL

Mayor 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. PROCLAMATION FOR AUTISM AWARENESS MONTH
2. CERTIFICATE OF RECOGNITION TO SANTA FE DENTAL GROUP

PUBLIC COMMENT

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

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.8
Real Property Negotiations 6803 Malabar Huntington Park CA 90255
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4) – One matter

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 April 4, 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 April 18, 2023;

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

4. Q3 QUARTERLY BUDGET STATUS REPORT AS OF MARCH 31, 2023

RECOMMENDED THAT CITY COUNCIL:

1. Receive and file the Q3 Quarterly Budget Status report through March 31, 2023.
2. Approve Resolution authorizing the list of Q3 expenditure budget adjustments needed to continue City operations through June 30, 2023.
3. Establish Citywide CIP Fund 787 and consolidate project budgets in single fund.
4. Approve inter-fund cash transfer accounting entries, recorded by former Finance Director, in the amount of \$901,635.46 to close fiscal years 2019/2020.

PUBLIC WORKS

5. CONSIDERATION AND APPROVAL AUTHORIZING THE EXECUTION OF THE ELECTRIC VEHICLE CHARGE READY PILOT PROGRAM AGREEMENTS

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the City Manager to execute the Southern California Edison (SCE) Innovative Utility Electric Vehicle Street Charging Pilot Agreement (Attachment 1) and the FLO Services USA Inc. (FLO) Maintenance Addendum exclusively as part of the BESTFIT project agreement.

6. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)

RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to Palp Inc. DBA Excel Paving for the construction of CIP 2018-11 Active Transportation Program Cycle IV Project No. ATPL-5150(014) as the lowest responsive, responsible bidder for a not to exceed fee of \$4,238,633;
2. Approve a 5% construction contingency in the amount of \$211,932;
3. Appropriate \$4,111,849 to Account No. 202-8080-431.76-20 (State of California Department of Transportation reimbursable expense) and \$338,716 to Account No. 210-8080-431.76-20 (Metro Measure M funds); and
4. Authorize the City Manager to execute the construction contract agreement and all change orders in good faith.

7. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED SUPPLIERS TO PURCHASE TWO COMMERCIAL GRADE SIT-DOWN RIDER FLOOR SCRUBBERS

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to proceed with the advertisement of the Request for Proposal (RFP) for two commercial grade sit-down rider floor scrubbers and accompanying equipment.

8. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED SUPPLIERS TO PURCHASE A FORKLIFT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to proceed with the advertisement of the Request for Proposal (RFP) for a forklift.

COMMUNITY DEVELOPMENT

9. CONSIDERATION AND APPROVAL OF A BUDGET INCREASE OF \$50,000 TO MICHAEL BAKER INTERNATIONAL FOR PROFESSIONAL SERVICES RELATED TO THE CDBG AND HOME GRANT ADMINISTRATION

RECOMMENDED THAT CITY COUNCIL:

1. Approve an increase to Michael Baker International's contract budget in the amount of \$50,000 from the CDBG and HOME grants.

END OF REGULAR AGENDA

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 to a Regular Meeting on Tuesday, May 2, 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 13th day of April 2023.



Eduardo Sarmiento, City Clerk

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, April 4, 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 6:07 p.m. on Tuesday, April 4, 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, and Mayor Eduardo "Eddie" Martinez.

ABSENT: Vice Mayor Sanabria

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

INVOCATION

Mayor Martinez led the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Macias led the Pledge of Allegiance.

PRESENTATION(S)

1. PROCLAMATION CELEBRATING DONATE LIFE MONTH
2. PROCLAMATION CELEBRATING FAIR HOUSING MONTH
3. PROCLAMATION CELEBRATING RED CROSS MONTH

PUBLIC COMMENTS

The following members of the public provided public comment:

1. Maria Corona

STAFF RESPONSE

City Manager Ricardo Reyes indicated that the city is currently transitioning from CR&R to the new trash hauler Valley Vista. He added that Valley Vista has stated that they will be duplicating the model CR&R established and provide an in-person payment option for residents.

Community Development Director Steve Forster confirmed that Valley Vista is working on setting up a cash payment site for residents.

Councilmember Ortiz requested the location of the cash payment location be added to the refuse bill for the convenience of the residents.

Director Forster noted Councilmembers Ortiz request and added that a kiosk payment location at City Hall is also being considered in addition to the cash payment location.

Councilmember Flores requested staff be mindful of this transition period related to fines and request for assistance from residents with the new trash hauler.

Director Forster noted Councilmember Flores comments and shared that a follow up meeting is schedule next week with the new hauler and those considerations will be discussed.

CLOSED SESSION

City Attorney Araceli Almazan stated that a subsequent need item needs to be added to the closed session agenda. She stated that the item requires the Council's immediate attention and was brought forward after the posting of the agenda. Attorney Almazan stated that the item will need to be added by vote of the council.

MOTION: Councilmember Ortiz moved add an additional item to the closed session agenda, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Vice Mayor Sanabria

appropriate to recess to closed session. Mayor Martinez recessed into closed session at 6:42 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Nicanor Pacheco Workers' Compensation Settlement
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4) – One matter

4. CONFERENCE WITH LABOR NEGOCIATOR –
Government Code 54957.6 - City Negotiator - Ricardo Reyes, City Manager
Employee Group – Various unrepresented employees

Mayor Martinez reconvened the Council meeting from Closed Session at 7:44 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with four (4) Councilmembers present, Councilmembers Ortiz, Macias, Flores and Mayor Martinez the four items on the closed session agenda were discussed. With regard to items one (1) and four (4) Council was briefed but no final action was taken. In regard to items two (2) and three (3) direction was provided but no reportable action was taken. This concluded the closed session report.

CONSENT CALENDAR

CITY CLERK

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

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

NOES: None

STEPPED AWAY: Councilmember Macias

ABSENT: Vice Mayor Sanabria

1. CITY COUNCIL MEETING MINTUES

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

1. Regular City Council Meeting held March 21, 2023

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated April 4, 2023;

END OF CONSENT CALENDAR

REGULAR AGENDA

Prior to item three (3) beginning Councilmember Ortiz requested item eleven (11) be moved forward on the agenda and voted on as the first item on the regular agenda.

MOTION: Councilmember Ortiz moved to reorganize the agenda and move item eleven (11) on the agenda to item three (3), seconded by Councilmember Flores. Motion carried by unanimous consent.

Prior to the vote on the Education Compact item Councilmember Macias returned to the dais.

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

NOES: None

ABSENT: Vice Mayor Sanabria

11. CONSIDERATION AND APPROVAL OF EDUCATION COMPACT BETWEEN THE LOS ANGELED UNIFIED SCHOOL DISTRICT AND THE CITY OF HUNTINGTON PARK

MOTION: Councilmember Macias moved to Approve the Education Compact between the Los Angeles Unified School District and the City of Huntington Park; and authorize the City Manager to enter into an Education Compact with the Los Angeles Unified School District, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Vice Mayor Sanabria

FINANCE

3. CONSIDERATION AND APPROVAL TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO THE ONE-MONTH SENIOR UTILITY SUBSIDY PROGRAM

MOTION: Councilmember Ortiz moved to authorize a one-time allocation of American Rescue Plan Act (ARPA) funds for a one-month senior utility subsidy program to service 1,440 Huntington Park seniors; and approve a budget appropriation in the amount of \$288,000 from account number 111-9050-451.56-10 American Rescue Plan One-Month Senior Utility Subsidy Program; and authorize the Finance Director to distribute the funds accordingly, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Vice Mayor Sanabria

PUBLIC WORKS

4. RESOLUTION AUTHORIZING AMENDMENT OF AND ADOPTING A REVISED COMPENSATION PLAN AND PERSONNEL RULES FOR NON-REPRESENTED EMPLOYEES

MOTION: Councilmember Ortiz moved to approve Resolution, authorizing the City Manager to finalize amendments to the prior Compensation Plan for Non-Represented Employees and adopt the revised Compensation Plan for Non-Represented Employees effective January 1, 2023 through June 30, 2033, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Vice Mayor Sanabria

POLICE DEPARTMENT

5. CONSIDERATION TO ACCEPT REIMBURSIBLE GRANT FUNDING IN THE AMOUNT OF \$80,000.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2021 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

MOTION: Councilmember Flores moved to accept reimbursable grant funding and increase estimated revenues in the amount of \$80,000.00; and approve a budget appropriation in the amount of \$80,000.00 for the purchase and installation of security cameras for the police facility; and authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, grant agreement, and documentation; and authorize the Chief of Police to administer and complete the security camera project, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Vice Mayor Sanabria

PUBLIC WORKS

6. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE LEAD AND COPPER RULE SERVICE LINE INVENTORY

MOTION: Councilmember Macias moved to authorize staff to publish and solicit a Request for Proposal from qualified firms to inventory the City's water lines (public and private) for lead and copper as mandated by the United States Environmental Protection Agency, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Vice Mayor Sanabria

7. CONSIDERATION AND APPROVAL TO SUBMIT AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDING APPLICATION VOUCHER TO THE DEPARTMENT OF ENERGY TO OBTAIN TECHNICAL SUPPORT TO PERFORM AN ENERGY EFFICIENCY AUDIT

MOTION: Councilmember Ortiz moved to authorize staff to submit an Energy Efficiency and Conservation Block Grant funding application to the State of California Department of Energy; 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, and Mayor Martinez

NOES: None

ABSENT: Vice Mayor Sanabria

8. CONSIDERATION AND APPROVAL OF AWARD OF A PROPOSAL TO RESURFACE THE OUTDOOR BASKETBALL COURTS AS PART OF CIP 2022-05 SALT LAKE PARK OUTDOOR BASKETBALL COURT

MOTION: Councilmember Macias moved to award a contract to Ferandell Tennis Courts, Inc. (Attachment 1) for a not-to-exceed amount of \$59,550; and authorize the appropriation of the entire State of California Department of Parks and Recreation grant amount of \$74,346.95 as City staff seeks reimbursement of State funds as work progresses; and authorize staff to utilize the remaining balance of \$14,796.95 to purchase three water efficient drinking fountains and benches adjacent to the courts; and authorize the City Manager to execute the proposal contract, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Vice Mayor Sanabria

9. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN FOR THE REPLACEMENT OF THE ROOF AT CITY HALL AND POLICE DEPARTMENT

MOTION: Councilmember Flores moved to Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified architectural/engineering/roofing firms for the preparation of Plans, Specifications and Estimate of CIP 2022-13 Design Roof Repairs at City Hall and Police Department, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Vice Mayor Sanabria

COMMUNITY DEVELOPMENT

10. AUTHORIZATION FOR A REQUEST FOR PROPOSAL (RFP) PROCESS FOR THE PURPOSE OF ARCHITECTURAL SERVICES RELATED TO IMPROVEMENTS TO THE EMERGENCY OPERATION CENTER.

MOTION: Councilmember Flores moved to authorize a Request for Proposal Process (RFP) for Architectural Services for the rehabilitation of the Emergency Operations Center (EOC), seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Vice Mayor Sanabria

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

City Manager Ricardo Reyes thanked Council for their continued support.

Police Chief Cosme Lozano shared information related to the autism awareness patch that will be worn by officers during this month. He added that the Police Department is also selling the patch as a fundraiser with all proceeds going to organizations that advance autism awareness and provide supportive services and treatment. He then shared that the meet your police event was a success and looks forward to future events.

Director of Community Development Steve Forster congratulated everyone who participated in the 5k event. He also commented on the easter event which was well attended by the community. He then followed up with Mayor Martinez on a previous request related to renaming the Historic Preservation commission and adding an art component to the title. He shared that the city does have bylaws for an Arts and Cultural Commission.

Communications Director Sergio Infanzon encouraged all residents to visit the city website and social media pages for upcoming events and programing. He then shared information regarding the emergency rental assistance program and encouraged residents in need to apply. He closed by reminding everyone of the upcoming Art Walk on April 23, 2023 and encouraged everyone to attend.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz thanked staff for all their hard work. She then reminded everyone about the upcoming Earth Day event and bulky pick-up opportunity, and shared her enthusiasm for the upcoming Art Walk which is getting better each year.

Councilmember Macias thanked staff, and all the departments working diligently to provide services and wonderful events for the community. She added that the 5k event did sell out this year which was great to see. She closed by hoping everyone enjoys a happy Easter with their family.

Councilmember Flores thanked all the staff for their amazing work. He echoed his colleague's comments regarding recent community events and great turnout. He then shared that Memorial Day is the next Veterans event and the keynote speaker will be Jose Martinez. He added that Jose is a member of Team USA adaptive surf team, an Army Veteran, and a motivational speaker. During his tour in Afghanistan Mr. Martinez lost multiple limbs after stepping on an improvised explosive device. He then emphasized how Mr. Martinez is the embodiment of the resilience of the human spirit.

Mayor Martinez began by thanking Councilmember Flores for uplifting the city's programming for Veterans. He then thanked staff for always keeping everyone safe and shared his enthusiasm for a successful 5k event. He also reminded everyone about the Earth Day event and bulky item pickup. Mayor Martinez closed encouraging everyone to visit the city website for upcoming events.

ADJOURNMENT

Mayor Martinez adjourned the meeting in memory of his father Benjamin Jose Garcia Martinez at 8:00 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday April 4, 2023 at 6:00 pm

Respectfully submitted



Eduardo Sarmiento, City Clerk

ITEM 2

CITY OF HUNTINGTON PARK



City Clerk's Office
City Council Agenda Report

April 18, 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**

April 18, 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

April 18, 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

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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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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"

○

○

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK, CALIFORNIA AUTHORIZING THE CITY TO
IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO
ASSEMBLY BILL 361

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 the City Council has reconsidered the circumstances of the COVID-19 state of emergency
28 and that the following circumstances exists;

29 1. The state of emergency as a result of COVID-19 continues to directly impact
30 the ability of the members of City Council and the members of the City's
31 subordinate Committees, Commissions, and Boards to meet safely in
32 person; and

33 2. The State of California and the City of Huntington Park continue to impose or
34 recommend measures to promote social distancing

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

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

39 2. Posting COVID-19 safety measures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 **PASSED, APPROVED AND ADOPTED** this 18th day of April 2023.

15 **ATTEST:**
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17 Eduardo Martinez,
18 Mayor

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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

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	SR25 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 Presrvn 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 Traffc & 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

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

City of Huntington Park

Demand Register

April 18, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ACCURATE STAGING INC.	ASR22-1345	111-8010-431.44-10	BLEACHER RENT FOR XMAS PARADE	3,200.00
				\$3,200.00
ADLERHORST INTERNATIONAL LLC	109701	111-7010-421.61-20	K9 RELATED EXPENSES	70.04
	109566	111-7022-421.61-24	K9 RELATED EXPENSES	145.46
				\$215.50
ADVANCE AUTO PARTS PROFESSIONAL	8799307253635	219-8085-431.43-21	CAR PARTS FOR BUS UNIT	74.02
	8799304153021	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	197.50
	8799305353268	741-8060-431.43-20	CAR PARTS FOR ALL UNIT	54.19
	8799307425440	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	176.39
	8799307661205	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	166.12
	8799308253808	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	166.12
	8799308653888	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	13.17
				\$847.51
AIRESPRING INC.	171088362	111-9050-462.56-41	CLOUD ON PREMISES DATA	1,084.28
				\$1,084.28
ALADDIN LOCK & KEY SERVICE	32361	741-8060-431.43-20	HIGH SECURITY KEYS FOR PD	90.00
	33055	741-8060-431.43-20	KEY FOR POLICE UNIT	167.54
	33069	741-8060-431.43-20	KEYS FOR PW UNIT	45.92
				\$303.46
ALL CITY MANAGEMENT SERVICES, INC	84256	111-7022-421.56-41	CROSSING GUARD SVCS	12,663.60
				\$12,663.60
ALL SECURITY ENFORCEMENT TRAINING	2031823	111-7010-421.59-30	OFFICER COURSE ACADEMY	3,506.25
				\$3,506.25
ARTURO GUIZAR	03292023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	97.07
				\$97.07
AT&T	2/22/23-3/21/23	111-6010-419.53-10	BACKUP INTERNET SERVICES	165.14
	000019683358	111-7010-421.53-10	PD CAL NET	1,605.63
	2/28/23-3/27/23	111-9010-419.53-10	RAUL PEREZ PARK	107.00
	2/28/23-3/27/23	111-9010-419.53-10	FREEDOM PARK	107.00
	3/1/23-3/31/23	111-9010-419.53-10	SALT LAKE PARK	116.99
	3/23-4/22	111-9010-419.53-10	PUBLIC WORKS YARD	60.25
				\$2,162.01
AT&T MOBILITY	X03252023	111-7010-421.53-10	PD WIRELESS PHONES	4,911.77
				\$4,911.77
AUTO ZONE	4075537808	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	82.68
	4075544826	741-8060-431.43-20	CAR PARTS FOR PW UNITS	22.59
	4075544883	741-8060-431.43-20	CAR PARTS FOR PW UNITS	22.59
	4075546419	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	35.78
	4075548911	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	277.82
	4075548913	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	12.34
	4075552312	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	20.59
				\$474.39
AZTECA SIGNS	7065	535-8090-452.61-20	DECALS FOR "WELCOME HP" SIGNS	657.00
				\$657.00
BDG LAW GROUP	32529	745-9031-413.32-70	LEGAL SERVICES	186.50

City of Huntington Park
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April 18, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BLACK AND WHITE EMERGENCY VEHICLES	4946	111-7022-421.61-24	INSTALLATION PROGRAMMING	\$186.50
BOB BARKER COMPANY INC.	INV1888709	121-7040-421.56-14	JAIL INMATE SUPPLIES	402.20
BRINK'S INCORPORATED	5594697	111-9010-419.33-10	BANK SVCS TRANSPORTATION	\$402.20
BRIZUELA'S IRON WORK	0134	111-8023-451.43-10	INSTALLATION FOR PARK SECURITY DOOR	182.86
BUD'S EQUIPMENT SERVICE	10558	741-8060-431.43-20	REPAIR TIRE MACHINE FLEET	\$182.86
CAL PRIVATE BANK-SIT	04122023	111-9010-419.56-30	STATE TAX FEDERAL PAYMENT	330.25
CAL PRIVATE BANK-SIT				\$330.25
CAL PRIVATE BANK-SIT				\$850.00
CAL PRIVATE BANK-SIT				\$850.00
CAL PRIVATE BANK-SIT				497.78
CAL PRIVATE BANK-SIT				\$497.78
CAL PRIVATE BANK-SIT				36,405.05
CAL PRIVATE BANK-SIT				\$36,405.05
CAL PRIVATE BANK	24692161P35LA5L	111-0110-411.61-20	STARBUCKS FOR MEETING	40.00
CAL PRIVATE BANK	24275391LS66HYF	111-0110-411.66-05	PORT VILLAGE PLAZA	143.90
CAL PRIVATE BANK	24455011Y447YJB	111-0110-411.66-05	WALMART COFFEE FOR MEETING	30.64
CAL PRIVATE BANK	244939823BLPKB6	111-0110-411.66-05	GUAJILLO RESTAURANT FOR MEETING	192.66
CAL PRIVATE BANK	24943001Y60VJW8	111-0110-411.66-05	MARY'S CAKE MARCH BIRTHDAYS	32.00
CAL PRIVATE BANK	24122591G0T515K	111-0210-413.61-20	OK PRINTING DESIGN	90.00
CAL PRIVATE BANK	2469216203332EY	111-0210-413.61-20	AMAZON	104.35
CAL PRIVATE BANK	24116411M2M11AD	111-0240-466.55-42	LOS ANGELITOS BAKERY	23.30
CAL PRIVATE BANK	24692161N34Y7R6	111-0240-466.55-42	STARBUCKS FOR MEETING	21.00
CAL PRIVATE BANK	24122591G0T515K	111-2030-413.61-20	OK PRINTING DESIGN	45.00
CAL PRIVATE BANK	24122591G0T515K	111-3010-415.61-20	OK PRINTING DESIGN	45.00
CAL PRIVATE BANK	24011342A0016NP	111-6010-451.56-41	ZOOM US	163.77
CAL PRIVATE BANK				\$931.62
CENTRAL FORD	23567	219-8085-431.43-21	PARTS FOR SHUTTLE	1,085.00
CENTRAL FORD	23854	219-8085-431.43-21	PARTS FOR SHUTTLE	69.15
CENTRAL FORD	23917	219-8085-431.43-21	PARTS FOR SHUTTLE	983.74
CENTRAL FORD	24221	219-8085-431.43-21	PARTS FOR SHUTTLE	125.82
CENTRAL FORD	24467	219-8085-431.43-21	PARTS FOR SHUTTLE	79.42
CENTRAL FORD	22445	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,049.01
CENTRAL FORD	23345	741-8060-431.43-20	CAR PARTS FOR PW UNIT	75.76
CENTRAL FORD	23378	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,136.10
CENTRAL FORD	23390	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	176.40
CENTRAL FORD	23408	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	839.41
CENTRAL FORD	23474	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	261.39
CENTRAL FORD	23475	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	192.56
CENTRAL FORD	23477	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,828.14
CENTRAL FORD	23566	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,828.14
CENTRAL FORD	23730	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	63.42
CENTRAL FORD	23734	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	548.45
CENTRAL FORD	23735 (23734)	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	499.34
CENTRAL FORD	23751	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	245.50
CENTRAL FORD	23774	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	442.48

City of Hinkington Park

Demand Register

April 18, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
	23831	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	38.81
	23837	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	196.30
	23840	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	139.58
	23843	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	56.45
	23924	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	78.24
	23931	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	61.81
	23934	741-8060-431.43-20	PARTS FOR SHUTTLE	1,050.63
	24090	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	81.95
	24099	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	163.90
	24114 (23934)	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	60.94
				\$13,457.84
CHAMPION CJD	684176	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	295.68
	684593	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	113.52
				\$409.20
CINTAS CORPORATION NO 3	4148481412	741-8060-431.56-41	UNIFORM DRY CLEANING	417.68
	4149143848	741-8060-431.56-41	UNIFORM DRY CLEANING	422.42
	4149849536	741-8060-431.56-41	UNIFORM DRY CLEANING	422.42
				\$1,262.52
CONCENTRA MEDICAL CENTERS	78645497	111-2030-413.56-41	EMPLOYEE PHYSICAL EXAM	107.00
	78747029	111-2030-413.56-41	EMPLOYEE PHYSICAL EXAM	835.00
				\$942.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW-230313048	221-8014-429.56-41	TRAFFIC SIGNAL FEB	547.66
				\$547.66
DAPEER, ROSENBLIT & LITVAK	21290	111-0220-411.32-70	GENERAL CODE ENFORCEMENT	1,087.30
	21292	111-0220-411.32-70	SPECIALIZED LEGAL SVCS	534.59
	21293	111-0220-411.32-70	SPECIALIZED LEGAL SVCS	5.93
	21294	111-0220-411.32-70	SPECIALIZED LEGAL SVCS	67.50
	21295	111-0220-411.32-70	SPECIALIZED LEGAL SVCS	5,506.26
				\$7,201.58
DATA TICKET INC.	147927	111-3010-415.56-41	ONLINE ACCESS CITATION TICKETS	12.50
	148826	111-3010-415.56-41	ONLINE ACCESS BUS LIC.	61.85
	145408	111-7010-421.61-20	CODE ENFORCEMENT PROCESS	60.50
	148862	111-7010-421.61-20	WEBSITE ONLINE ACCESS	70.55
	149503SHIP	111-7010-421.61-20	POLICE BELT CLIP	70.91
	148758	111-7065-441.61-20	CODE ENFORCEMENT PROCESS	61.50
	148248	111-9010-415.56-15	PARKING CITATION PROCESSING	14,631.89
	149503	111-9010-415.56-15	MONTHLY FEES FEB. 2023	26,846.75
				\$41,816.45
DATAPROSE, INC.	DP2301239	681-3022-415.53-20	WATER BILLS AND POSTAGE	2,323.93
	DP2301239	681-3022-415.56-41	WATER BILLS AND POSTAGE	1,288.60
				\$3,612.53
DEPARTMENT OF CONSERVATION	CADEP031523	111-5010-419.56-49	INSTRUMENTATION & SEISMIC	588.18
				\$588.18
DF POLYGRAPH	2023/3	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	350.00
				\$350.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DR HYDRAULICS, INC	2758	741-8060-431.43-20	SAFETY INSPECTIONS & SVCS	250.00
				\$250.00
DUNN EDWARDS CORPORATION	2009A08425	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	938.77
				\$938.77
EDWIN RUANO	8198	111-8022-419.43-10	FIXED DAMAGED DRAPE AT CITY HALL	450.00
				\$450.00
EMMANUEL SOBERANIS	03202023	111-7010-421.59-20	MILEAGE REIMB./PER DIEM	384.55
				\$384.55
ENGINE PARTS & MACHINE SHOP INC	26511	741-8060-431.43-20	PARTS FOR POLICE UNIT	319.63
				\$319.63
ESTELA RAMIREZ	5158	111-6060-466.33-20	AEROBIC BODY TONING	420.00
	5168	111-6060-466.33-20	AEROBIC BODY TONING	420.00
				\$840.00
FAIR HOUSING FOUNDATION	02092023	239-5210-463.57-87	PERSONNEL COSTS OPERATION	1,543.77
	03072023	239-5210-463.57-87	PERSONNEL COSTS OPERATION	1,568.79
				\$3,112.56
FEDEX	8-078-26942	111-7010-421.61-20	EXPRESS SHIPMENT CHARGES	109.47
	8-086-13872	111-7010-421.61-20	EXPRESS SHIPMENT CHARGES	48.09
	8-086-13873	111-7010-421.61-20	EXPRESS SHIPMENT CHARGES	13.82
				\$171.38
FERGUSON ENTERPRISES INC	2353240	111-8024-421.43-10	SUPPLIES TO REPAIR WALL	338.70
				\$338.70
FREDDY RAMIREZ	03282023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	42.71
				\$42.71
GEORGE CHEVROLET	130301CVW	741-8060-431.43-20	CAR PARTS FOR PW UNIT	13.06
	134184CVW	741-8060-431.43-20	CAR PARTS FOR PW UNITS	312.35
	134804CVW	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	2,724.43
	134805CVW	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	46.93
	134907CVW	741-8060-431.43-20	CAR PARTS FOR PW UNITS	633.17
	134908CVW	741-8060-431.43-20	CAR PARTS FOR PW UNITS	433.28
	135216CVW	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	547.25
				\$4,710.47
GLOBAL URBAN STRATEGIES, INC.	306	241-5030-419.56-41	CALHOME FIRST TIME BUYER	5,816.25
	308	241-5030-419.56-41	CALHOME FIRST TIME BUYER	5,053.75
	309	241-5030-419.56-41	CALHOME OWNER REHABILITATE	7,903.98
	318	241-5030-419.56-41	CALHOME FIRST TIME BUYER	2,250.00
				\$21,023.98
GRAINGER	9640606217	111-8024-421.43-10	PD ELECTRICAL KIT	755.25
	9647623678	535-8016-431.61-45	PW SUPPLIES	185.01
	9647623686	535-8016-431.61-45	PW SUPPLIES	47.79
	9644760747	741-8060-431.43-20	SUPPLIES FOR PW UNIT	1,686.19
	9650573158	741-8060-431.43-20	FLEET SAFETY GOGGLES	110.86
	9650879902	741-8060-431.43-20	FLEET SAFETY GOGGLES	31.52
				\$2,816.62
H.P. TEST ONLY	22918	741-8060-431.43-20	SMOG TEST FOR PW UNIT	65.00

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HASA, INC.	876616	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	\$65.00
	876617	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	168.86
	877832	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	261.50
	877834	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	155.87
				300.72
				\$886.95
HASSAN SALEH	12142022	111-7010-421.59-20	MILAGE REIMBURSEMENT	129.69
				\$129.69
HECTOR G. MORENO	5177	111-6060-466.33-20	TAEKWONDO CLASSES	864.00
	5178	111-6060-466.33-20	TAEKWONDO CLASSES	768.00
	5179	111-6060-466.33-20	TAEKWONDO CLASSES	768.00
	5180	111-6060-466.33-20	TAEKWONDO CLASSES	120.00
	5181	111-6060-466.33-20	TAEKWONDO CLASSES	192.00
				\$2,712.00
HILTI, INC.	4620733107	111-8022-419.43-10	SUPPLIES FOR PUBLIC WORKS	495.02
	4620733105	111-8024-421.43-10	SUPPLIES FOR PUBLIC WORKS	495.02
				\$990.04
HINDERLITER DE LLAMAS & ASSOCIATES	SIN026901	111-9010-419.56-41	CONTRACTURAL SVCS	300.00
				\$300.00
IBE DIGITAL	453277	111-9010-419.44-10	WASTE TONER	18.07
				\$18.07
IDR ENVIRONMENTAL SERVICES	80340	741-8060-431.43-20	SUPPLIES FOR PW	1,417.75
				\$1,417.75
INFRAMARK LLC	92544	283-8040-432.56-41	ROUTINE MAINT APRIL 2023	13,880.62
	92544	681-8030-461.56-41	ROUTINE MAINT APRIL 2023	107,001.69
				\$120,882.31
INFRASTRUCTURE ENGINEERS	28301	111-5010-419.56-49	BUILDING AND SAFETY SVCS	38,842.25
	28309	111-5010-419.56-49	PLANNING SERVICES	12,000.00
	28328	111-5010-419.56-49	BUILD SAFETY SVCS CONSUL	17,030.80
				\$67,873.05
J & J MUFFLER SHOP	32023	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,540.00
	3272023	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	3,000.00
				\$4,540.00
J SQUARED	00115	681-8030-461.56-41	PROFESSIONAL SVCS	1,200.00
				\$1,200.00
JERRY'S AUTO BODY, INC.	32701	741-8060-431.43-20	REPAIRS TO PD UNIT	1,578.89
				\$1,578.89
JORGE GOMEZ	03152023	111-7010-421.59-30	MILEAGE REIMBURSEMENT	30.26
				\$30.26
JULIO MORENO	03152023	111-7010-421.59-15	PER DIEM	625.00
				\$625.00
KIMBALL MIDWEST	100869825	741-8060-431.13-00	FLEET SUPPLIES	547.97
				\$547.97
LAN WAN ENTERPRISE, INC	74015	111-7010-419.43-15	AGREEMENT MASTER	26,361.30
	74025	111-7010-421.56-41	MONTHLY FEES APRIL 2023	4,369.00

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	74015	111-9010-419.43-15	AGREEMENT MASTER	26,361.30
	74016	111-9010-419.43-15	AGREEMENT MONTHLY ADD ONS	3,084.00
				\$60,175.60
LAURIE KAJIWARA	HP0026	111-9010-419.56-41	CONSULTING SERVICES	8,863.50
				\$8,863.50
LB JOHNSON HARDWARE CO.	125539	111-8020-431.43-10	SUPPLIES FOR PW	19.70
	125803	535-8016-431.61-45	SUPPLIES FOR PW	43.78
	125790	741-8060-431.43-20	SUPPLIES FOR PW	29.53
				\$93.01
LOZADA'S TRANSMISSIONS INC.	4839	741-8060-431.43-20	CAR PARTS FOR PW UNIT	2,304.75
				\$2,304.75
LUXURY AUTO BODY	PW6012	741-8060-431.43-20	REPAIRS TO PD UNIT	799.81
				\$799.81
MARGARET DALE JONES TRUST	000005597	681-0000-228.70-00	WATER DEPOSIT REFUND	49.20
				\$49.20
MARX BROS FIRE EXTINGUISHER CO INC.	E32170	111-8020-431.56-41	PW ANNUAL INSPECTION	230.00
	E32169	741-8060-431.43-20	FLEET MAINTENANCE	935.75
				\$1,165.75
MCMASTER-CARR SUPPLY CO.	95005585	111-8010-431.61-20	SUPPLIES FOR PW	87.65
	94778611	111-8024-421.43-10	KEYPAD DOOR HANDLE FOR PD	692.78
				\$780.43
MERRIMAC ENERGY GROUP	2224245	741-8060-431.62-30	FUEL PURCHASE 6000 GAL	22,680.00
				\$22,680.00
MICHAEL BAKER INTERNATIOAL INC.	1173631	239-5060-463.56-41	PROFESSIONAL SVCS	7,432.50
				\$7,432.50
NACHO'S LOCK & KEY SERVICE	171310	111-8022-419.43-10	FINANCE DEPT SVC REPAIRMENT	480.00
	170130	111-8024-421.43-10	SVC CALL STOREROOM	973.83
				\$1,453.83
NAPA AUTO PARTS	4832-551842	741-8060-431.43-20	SUPPLIES FOR FLEET	27.98
				\$27.98
NATIONWIDE ENVIRONMENTAL SERVICES	33058	111-8031-433.56-41	STREET SWEEPING SVCS	5,904.17
	33059	220-8070-431.56-41	BUS STOP MAINT SVCS	20,411.91
	33058	221-8010-431.56-41	STREET SWEEPING SVCS	51,282.37
				\$77,598.45
NORTH STAR LAND CARE	1601-523	535-8090-452.56-60	CONTRACTUAL SVCS	37,617.75
				\$37,617.75
O'REILLY AUTO PARTS	2959-203351	741-8060-431.43-20	PARTS FOR PD UNIT	470.06
	2959-203769	741-8060-431.43-20	PARTS FOR PD UNIT	105.75
	2959-213348	741-8060-431.43-20	PARTS FOR PD UNIT	177.90
	2959-232542	741-8060-431.43-20	CREDIT FOR PARTS	-837.56
	2959-232545	741-8060-431.43-20	CREDIT FOR PARTS	-561.36
	2959-241073	741-8060-431.43-20	PARTS FOR PD UNIT	97.00
	2959-241081	741-8060-431.43-20	PARTS FOR PD UNIT	188.83
	2959-244223	741-8060-431.43-20	PARTS FOR PD UNIT	329.81
	2959-244779	741-8060-431.43-20	PARTS FOR PD UNIT	25.25

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
	2959-244864	741-8060-431.43-20	CREDIT FOR PARTS	-274.37
	2959-246668	741-8060-431.43-20	PARTS FOR PD UNIT	130.37
	2959-247058	741-8060-431.43-20	CREDIT FOR PARTS	-130.37
	2959-247609	741-8060-431.43-20	PARTS FOR PD UNIT	21.70
	2959-269518	741-8060-431.43-20	PARTS FOR PD UNITS	28.96
	2959-271556	741-8060-431.43-20	PARTS FOR PD UNITS	43.24
	2959-272449	741-8060-431.43-20	PARTS FOR PD UNITS	18.84
	2959-276074	741-8060-431.43-20	PARTS FOR PD UNITS	607.01
	2959-276077	741-8060-431.43-20	PARTS FOR PD UNITS	587.61
	2959-276097	741-8060-431.43-20	PARTS FOR PD UNITS	112.23
	2959-276128	741-8060-431.43-20	PARTS FOR PD UNITS	170.89
	2959-276153	741-8060-431.43-20	PARTS FOR PD UNIT	11.01
	2959-276184	741-8060-431.43-20	CREDIT FOR PD UNIT PARTS	-311.17
	2959-277147	741-8060-431.43-20	PARTS FOR PD UNIT	42.21
	2959-277666	741-8060-431.43-20	PARTS FOR PD UNIT	132.23
	2959-281500	741-8060-431.43-20	PARTS FOR PD UNIT	64.22
	2959-283912	741-8060-431.43-20	PARTS FOR PD UNIT	487.06
				\$1,737.35
OK PRINTING DESIGN & DIGITAL PRINT	2826	681-3022-415.61-20	CARBONLESS PAPER REVENUE COLLECTION	345.00
				\$345.00
PARS	52470	111-9010-419.56-41	PARS ARS FEE	481.18
	52531	216-3010-415.56-41	PARS REP FEE	2,609.54
				\$3,090.72
PAUL MUÑOZ	11142022	111-7010-421.59-20	MILEAGE REIMB.	10.25
				\$10.25
PSYCHOLOGICAL CONSULTING ASSOC, INC	526226	111-7010-421.56-41	EMPLOYMENT EVALUATIONS	385.00
				\$385.00
QDOXS	IN50128	111-8020-431.43-05	XEROX COPIER CONTRACT	21.90
	IN50128	285-8050-432.43-05	XEROX COPIER CONTRACT	21.90
	IN50128	681-8030-461.43-05	XEROX COPIER CONTRACT	21.90
				\$65.70
QUINN COMPANY	WO370167541	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	2,964.64
				\$2,964.64
RANDALL HENRIQUEZ	03242023	111-7010-421.59-20	MILEAGE REIMB.	45.72
				\$45.72
RICARDO MARQUEZ	0123777	111-8020-431.61-20	PARKING FEES REIMBURSEMENT	19.25
				\$19.25
RINCON CONSULTANTS, INC.	46331	111-9050-462.56-41	TRANSMITTAL HP ASSISTANCE	17,798.00
				\$17,798.00
RIO HONDO COLLEGE	S23-129-ZHPK	111-7010-421.59-20	COURSE ENROLLMENT	228.00
				\$228.00
SANDOVAL, ISAAC	000018197	681-0000-228.70-00	WATER REFUND	100.00
				\$100.00
SC FUELS	IN-0000226169A	741-8060-431.62-30	FUEL PURCHASE	15.82
				\$15.82

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SMART & FINAL	3192200006003	111-7010-421.61-20	MEETING AND CONFERENCE	12.48
	3192200008301	111-7010-421.61-20	MEETING AND CONFERENCE	61.75
				\$74.23
SNAP-ON INCORPORATED	ARV/56862836	111-8095-431.61-50	PW SUPPLIES	164.93
	ARV/56793915	741-8060-431.43-20	PW SUPPLIES	78.43
				\$243.36
SOCARRAS, FELIPE	000016221	681-0000-228.70-00	WATER REFUND	95.68
				\$95.68
SONSRAY MACHINERY, LLC	PSO068295-1	741-8060-431.43-20	CAR PARTS FOR PW UNITS	722.02
				\$722.02
SOUTHERN CALIFORNIA EDISON	2/3/23-3/5/23	111-8010-415.62-10	ELECTRICAL SVCS VARIOUS LOCATIONS	122.38
	1/8/23-2/13/23	111-8020-431.62-10	ELECTRICAL SVCS BISSELL	1,830.50
	2/15/2303/16/23	111-8020-431.62-10	ELECTRICAL SVCS BISSELL	1,764.10
	1/3/23-1/31/23	111-8022-419.62-10	ELECTRICAL SVCS VARIOUS LOCATIONS	2,044.45
	1/3/23-1/31/23	111-8023-451.62-10	ELECTRICAL SVS VARIOUS LOCATIONS	7,121.68
	1/3/23-2/5/23	221-8014-429.62-10	ELECTRICAL SVS VARIOUS LOCATIONS	4,976.09
	1/6/23-2/5/23	221-8014-429.62-10	ELECTRICAL SVCS PACIFIC BLVD.	75.17
	12/7/22- 1/5/23	221-8014-429.62-10	ELECTRICAL SVCS PACIFIC BLVD.	69.56
	2/2/23-3/2/23	221-8014-429.62-10	ELECTRICAL SVCS VARIOUS LOCATIONS	5,286.27
	2/6/23-3/6/23	221-8014-429.62-10	ELECTRICAL SVCS PACIFIC BLVD.	66.96
	1/26/23-2/23/23	535-8016-431.62-10	ELECTRICAL SVCS OLIVE STREET	64.69
	12/23/221/30/23	535-8016-431.62-10	ELECTRICAL SVCS VARIOUS LOCATIONS	30,602.18
	12/27/221/25/23	535-8016-431.62-10	ELECTRICAL SVCS OLIVE STREET	68.69
	2/16/23-3/19/23	535-8016-431.62-10	ELECTRICAL SVCS VARIOUS LOCATIONS	28,213.06
	2/23/23-3/26/23	535-8016-431.62-10	ELECTRICAL SVCS OLIVE STREET	61.27
	1/3/23-1/31/23	681-8030-461.62-20	ELECTRICAL SVCS VARIOUS LOCATIONS	15,844.56
	2/15/23-3/16/23	681-8030-461.62-20	ELECTRICAL SVCS BEAR AVE	5,636.61
				\$103,848.22
SOUTHERN CALIFORNIA NEWS GROUP	0000562139	111-1010-411.54-00	CITY NOTICES AND PUBLICATION	9,649.81
	D308C02B-0039	111-1010-411.54-00	NOTICE FOR BIDS NOTICE	228.10
	D308C02B-0040	111-1010-411.54-00	NOTICE FOR BIDS NOTICE	217.74
	D308C02B-0041	111-1010-411.54-00	NOTICE FOR BIDS NOTICE	739.46
	D308C02B-0042	111-1010-411.54-00	NOTICE FOR BIDS NOTICE	228.10
				\$11,063.21
SPARKLETT'S	15142085-032323	111-0110-411.66-05	WATER VARIOUS DEPARTMENT	67.52
	15142085-032323	111-0210-413.61-20	WATER VARIOUS DEPARTMENT	67.53
	15142085-032323	111-1010-411.61-20	WATER VARIOUS DEPARTMENT	48.96
	15142085-032323	111-2030-413.61-20	WATER VARIOUS DEPARTMENT	36.96
	15142085-032323	111-3010-415.61-20	WATER VARIOUS DEPARTMENT	123.39
	15142085-032323	111-5010-419.61-20	WATER VARIOUS DEPARTMENT	86.02
	15142085-032323	111-5055-419.61-20	WATER VARIOUS DEPARTMENT	57.35
	15142085-032323	111-6010-451.56-41	WATER VARIOUS DEPARTMENT	84.91
	15142085-032323	111-8020-431.61-20	WATER VARIOUS DEPARTMENT	125.89
				\$698.53
STACY MEDICAL CENTER	3160-49820	111-7022-421.56-15	CUSTODY BLOOD DRAW	365.00

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	3160-49964	111-7022-421.56-15	PRE BOOKING EXAM	438.25
				\$803.25
STANDARD INSURANCE COMPANY	3789170001	111-0000-217.50-70	LONG TERM DISABILITY	7,359.49
				\$7,359.49
STAR2STAR COMMUNICATIONS LLC	SUBC00010534	111-9010-419.53-10	MONTHLY FEES	10,815.26
				\$10,815.26
SUNBELT RENTALS INC	136387579-003	111-8010-431.44-10	RENTAL FOR PW	4,424.27
				\$4,424.27
SUPERION, LLC	374573	111-9010-419.43-15	FINANCIAL SYSTEMS MONTHLY	13,532.61
	374689	111-9010-419.43-15	FINANCIAL SYSTEM SVCS	161.55
	377033	111-9010-419.43-15	FINANCIAL SYSTEM SERVICES	177.60
				\$13,871.76
T-MOBILE USA	2/21/23-3/20/23	111-5055-419.53-10	CODE ENFORCEMENT CELL PHONES	375.94
				\$375.94
THE FORMS DESK, INC.	28237	111-3010-415.61-20	WINDOW ENVELOPE FINANCE	924.28
	28238	111-3010-415.61-20	WINDOW ENVELOPE FINANCE	468.80
	28239	111-3010-415.61-20	WINDOW ENVELOPE FINANCE	246.46
				\$1,639.54
THE GAS COMPANY	2/8/23-3/10/23	111-7024-421.62-10	GAS FOR VARIOUS GOVT. BUILDINGS	1,352.47
	2/8/23-3/10/23	111-8020-431.62-10	GAS FOR VARIOUS GOVT. BUILDINGS	987.78
	2/8/23-3/10/23	111-8022-419.62-10	GAS FOR VARIOUS GOVT. BUILDINGS	1,470.29
	2/8/23-3/10/23	111-8023-451.62-10	GAS FOR VARIOUS GOVT. BUILDINGS	1,263.32
				\$5,073.86
TIREHUB, LLC	30847200	741-8060-431.43-20	TIRES FOR PD UNIT	96.34
				\$96.34
TOMAS PEREZ	02222023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	11.66
				\$11.66
TOWN HALL STREAMS	14756	111-1010-411.56-41	FACEBOOK LIVE	300.00
				\$300.00
TRI-TECH FORENSICS INC	701226	111-7022-421.61-24	EVIDENCE SUPPLIES	295.50
				\$295.50
U.S. ARMOR CORPORATION	41261	111-7022-421.61-24	PD BULLETPROOF VEST	746.98
	41410	111-7022-421.61-24	PD BULLETPROOF VEST	859.03
				\$1,606.01
U.S. BANK EQUIPMENT FINANCE	497987735	111-0210-421.44-10	IBE DIGITAL FINANCING	2,565.63
				\$2,565.63
ULINE	161527941	111-8010-431.61-20	SUPPLIES FOR PW	576.29
	161549388	111-8010-431.61-20	SUPPLIES FOR PW	302.19
	161605049	111-8010-431.61-20	SUPPLIES FOR PW	91.15
				\$969.63
UNDERGROUND SERVICE ALERT OF SO CAL	22-2303295	221-8014-429.56-41	CA STATE FEE REGULAR COST	110.64
	320230136	221-8014-429.56-41	NEW TICKET CHARGES MARCH	342.50
				\$453.14
UPWARD SOLUTIONS	23-0307	111-0210-413.56-41	PUBLIC AFFAIR SERVICES	5,000.00
				\$5,000.00

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VALLEY ALARM	17507	111-8020-431.56-41	FIRE& SECURITY ALARM	1,330.68
	17507	111-8022-419.56-41	FIRE& SECURITY ALARM	1,330.66
	17507	111-8023-451.56-41	FIRE& SECURITY ALARM	1,430.56
				\$4,091.90
VELADA CONSULTING LLC	48	111-0310-413.56-41	CONSULTING SERVICES	7,500.00
				\$7,500.00
WALTERS WHOLESALE ELECTRIC COMPANY	S122651113.001	111-8022-419.43-10	LIGHTING SUPPLY CITY HALL	554.34
	S122794343.001	111-8022-419.43-10	PARTS FOR EV CHARGER	726.75
				\$1,281.09
WEST GOVERNMENT SERVICES	848096429	111-7030-421.56-41	LEGAL RESEARCH SOFTWARE	1,716.80
	848180033	111-7030-421.56-41	LEGAL RESEARCH SOFTWARE	77.31
				\$1,794.11
XEROX FINANCIAL SERVICES	3933980	111-8020-431.43-05	LEASE PAYMENT COPIER XERO	59.99
	3933980	285-8050-432.43-05	LEASE PAYMENT COPIER XERO	59.98
	3933980	681-8030-461.43-05	LEASE PAYMENT COPIER XERO	59.99
				\$179.96
				\$814,395.01

ITEM 4



CITY OF HUNTINGTON PARK

CITY MANAGER
City Council Agenda Report

April 18, 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:

Q3 QUARTERLY BUDGET STATUS REPORT AS OF MARCH 31, 2023

THIRD QUARTER (Q3) QUARTERLY BUDGET STATUS REPORT PRESENTS THE BUDGET VS. ACTUAL REVENUES AND EXPENDITURES AS OF MARCH 31, 2023.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Receive and file the Q3 Quarterly Budget Status report through March 31, 2023.
2. Approve Resolution authorizing the list of Q3 expenditure budget adjustments needed to continue City operations through June 30, 2023.
3. Establish Citywide CIP Fund 787 and consolidate project budgets in single fund.
4. Approve inter-fund cash transfer accounting entries, recorded by former Finance Director, in the amount of \$901,635.46 to close fiscal years 2019/2020.

FY 2023 revenues and expenditures are consistent with the Budget adopted by the City Council earlier this year. However, there is a need to increase certain operating budgets and balance sheets, as shown in the attached Budget Adjustment Resolution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City Manager's Office has proposed quarterly budget reporting to ensure economic trends are quickly addressed with the right budget policy. There will be a Quarterly Budget Status Report presented to City Council every three months as follows:

- Q1 for July – August – September presented in October.
- Q2 for October – November – December presented in January.
- Q3 for January – February – March presented in April.
- Q4 for April – May – June presented in September (due to year-end accruals).

Q3 QUARTERLY BUDGET STATUS REPORT AS OF MARCH 31, 2023

April 18, 2023

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POSITIVE OUTLOOK

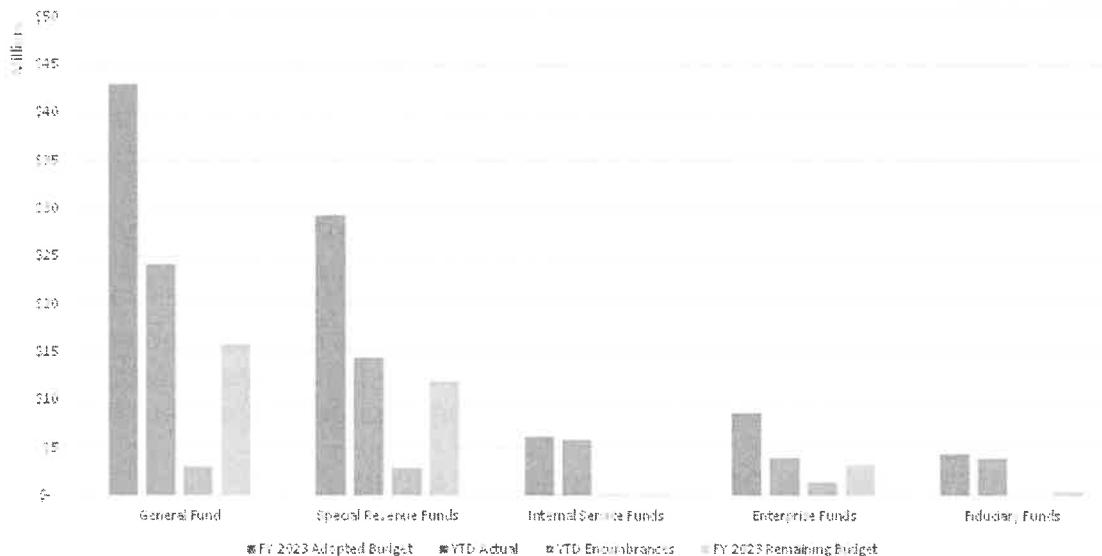
The Q3 report shows the budget is on track overall, with actual revenues above actual expenditures, and positive “net” cash flows as of quarter ending March 31, 2023.

Here is a summary of the actual revenues at Q3:

Revenues	FY 2023 Adopted Budget	YTD Actual As of 03/31/2023	FY 2023 Unrealized As of 03/31/2023
General Fund	\$ 42,857,700	\$ 33,639,683.60	\$ 9,218,016.40
Special Revenue Funds	24,799,000	16,396,105.15	8,402,894.85
Internal Service Funds	8,176,800	27,767.20	8,149,032.80
Enterprise Funds	6,428,700	3,708,004.85	2,720,695.15
Fiduciary Funds	4,537,200	4,428,543.00	108,657.00
Total	\$ 86,799,400	\$ 58,200,103.80	\$ 28,599,296.20

Here is a summary of the actual expenditures at Q3:

Expenditures	FY 2023 Adopted Budget	YTD Actual As of 03/31/2023	YTD Encumbrances As of 31-Mar-23	FY 2023 Remaining Balance As of 03/31/2023
General Fund	\$ 42,932,200	\$ 24,141,606.15	\$ 2,996,838.00	\$ 15,793,755.85
Special Revenue Funds	29,256,800	14,423,337.67	2,905,859.14	11,927,603.19
Internal Service Funds	6,149,500	5,868,647.26	138,942.50	141,910.24
Enterprise Funds	8,656,600	3,963,533.13	1,441,546.43	3,251,520.44
Fiduciary Funds	4,398,600	3,938,445.01	-	460,154.99
Total	\$ 91,393,700	\$ 52,335,569.22	\$ 7,483,186.07	\$ 31,574,944.71



Total Expenditure Budget: \$91,393,700
YTD Actual Expenditures: \$52,335,569.22

Q3 QUARTERLY BUDGET STATUS REPORT AS OF MARCH 31, 2023

April 18, 2023

Page 3 of 4

FISCAL IMPACT/FINANCING

The fiscal impact from this Q3 Quarterly Budget Status Report is the department's request to increase the budget by \$1,514,100 in budget adjustments required to meet operations through June 30, 2023.

The total Q3 expenditure budget request (detailed by line-item in **Exhibit A** of the attached Budget Amendment Resolution #2023-xx) is broken down as follows:

\$ 623,600	General Fund
\$ 890,500	Special Funds
\$1,514,100	Total All Funds

The total Revenue budget is being increased by \$1,642,800 due to higher-than-expected taxes (account 111-0000-313-10100), and Expenditure budgets are being increased by \$1,514,100 as shown in the attached Budget Amendment Resolution #2033-xx.

Staff will next bring the Q4 Budget Status Report on September 19, 2023, for annual review of the FY 2023 Budget. This report will be key as it will allow the City Council to receive financial information before the annual City audit, which will take longer to complete under the ROAR CIP project.

Additional Fiscal Impact Notes:

1. The formation of the Citywide CIP Fund 787 and consolidation of capital improvement projects into the new consolidated CIP fund, has no fiscal impact.
2. The approval of fiscal years 2019/2020 accounting journal entries by the previous Finance Director is a balance sheet transaction and has no fiscal impact on the FY 2023 budget.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

Q3 QUARTERLY BUDGET STATUS REPORT AS OF MARCH 31, 2023

April 18, 2023

Page 4 of 4

JOHN HERRERA, CPA
Interim Finance Director

ATTACHMENT(S)

- A. Q3 Quarterly Budget Status Report for Quarter Ending March 31, 2023.
- B. Resolution #2023-xx authorizing specific list of budget adjustments with Exhibit A (Q3 adjustments), Exhibit B (CIP Budget), and Exhibit C (FY 2020 journal entries).

ATTACHMENT "A"

City of Huntington Park



**Monthly Budget Status
Report
Q3 – FY 2023**



City of Huntington Park
List of Principal Officials

CITY COUNCIL

Mayor.....	Eduardo "Eddie" Martinez
Vice Mayor.....	Marilyn Sanabria
Council Member.....	Graciela Ortiz
Council Member.....	Karina Macias
Council Member.....	Arturo Flores

ADMINISTRATION AND DEPARTMENT HEADS

City Manager	Ricardo Reyes
City Attorney	Arnold Alvarez-Glasman
Assistant City Manager.....	Raul Alvarez
City Clerk	Eduardo "Eddie" Sarmiento
Director of Communications and Community Relations.....	Sergio Infanzon
Director of Community Development.....	Steve Forster
Director of Finance	John Herrera, CPA
Director of Parks and Recreation.....	Cynthia Norzagaray
Chief of Police.....	Cosme Lozano
Director of Public Works	Cesar Roldan
Human Resources	Marisol Nieto

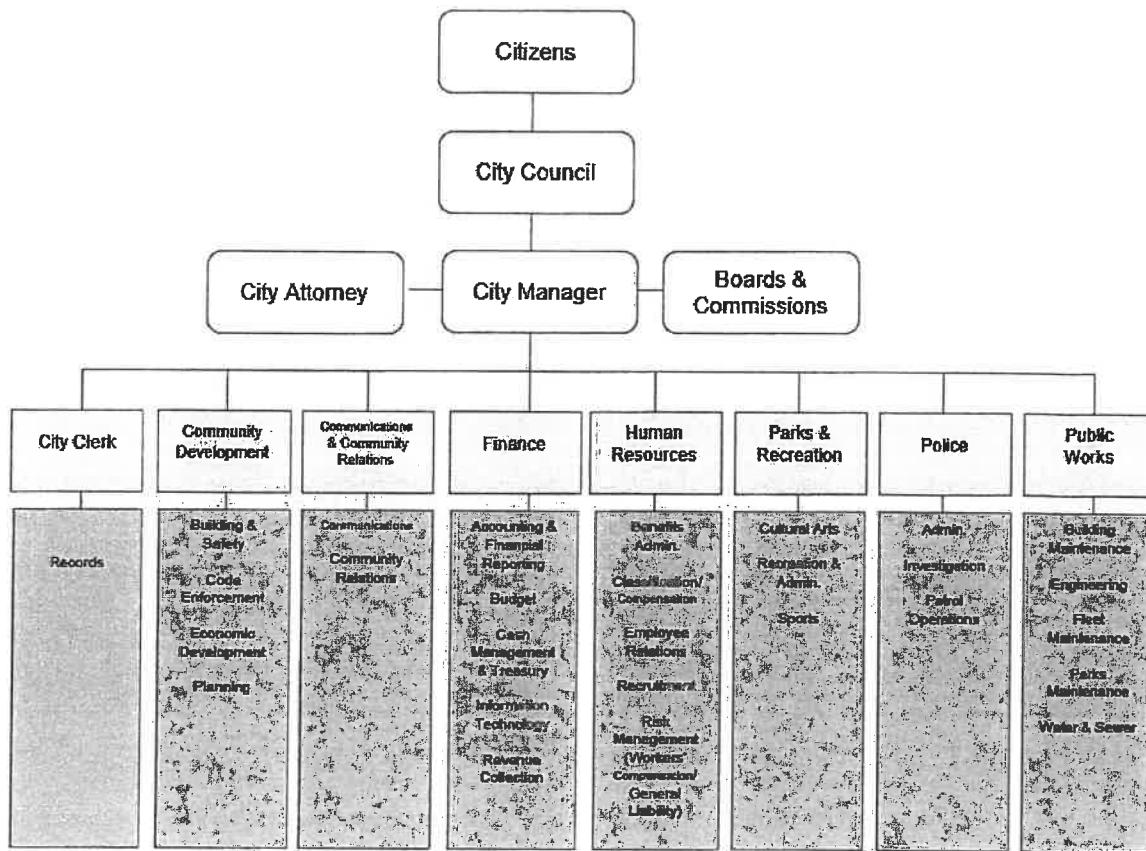


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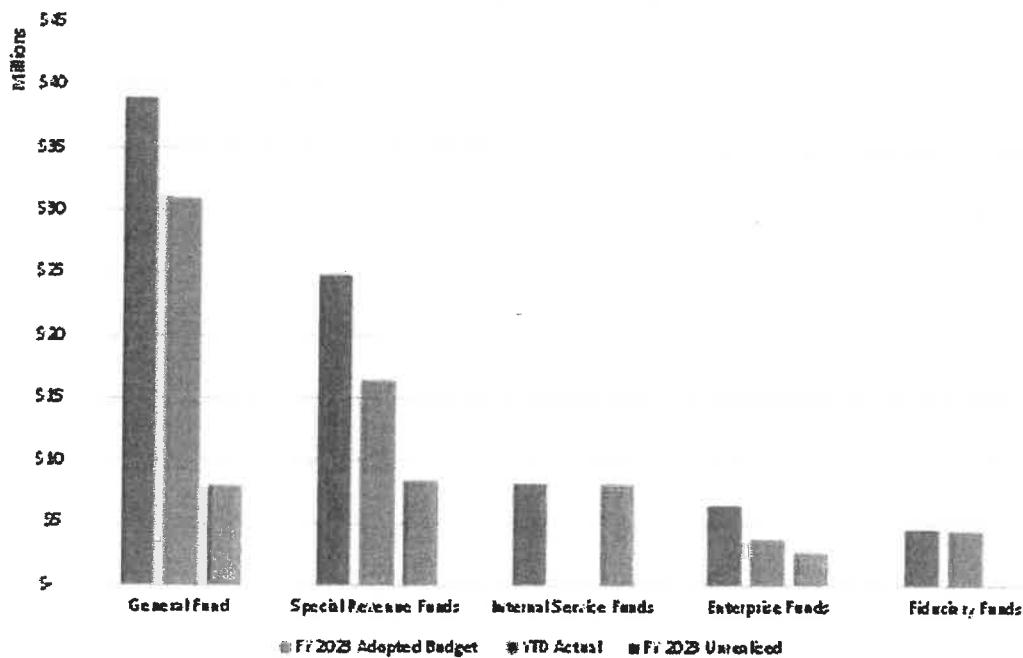
City Organizational Chart





Revenues

Revenues	FY 2023 Adopted Budget	YTD Actual As of 03/31/2023	FY 2023 Unrealized As of 03/31/2023
General Fund	\$ 38,969,700	\$ 30,949,483.60	\$ 8,020,216.40
Special Revenue Funds	24,799,000	16,396,105.15	8,402,894.85
Internal Service Funds	8,176,800	27,767.20	8,149,032.80
Enterprise Funds	6,428,700	3,708,004.85	2,720,695.15
Fiduciary Funds	4,537,200	4,428,543.00	108,657.00
Total	\$ 82,911,400	\$ 55,509,903.80	\$ 27,401,496.20



Annual Revenue Budget: \$82,911,400
YTD Actual Revenue: \$55,509,903.80

Revenues

		FY 2023 Adopted	YTD Actual As of 03/31/2023	FY 2023 Unrealized
GENERAL FUND				
PROPERTY TAXES				
111-0000-311.10-10	Property Tax Secured	1,019,900	713,958.71	305,941.29
111-0000-311.40-00	Real Property Transfer	81,400	92,573.55	(11,173.55)
111-0000-311.50-00	Home Owner Tax Relief	2,300	-	2,300.00
111-0000-311.60-00	RDA Pass Through	446,600	284,090.00	162,510.00
PROPERTY TAXES TOTAL		1,550,200	1,090,622.26	459,577.74
SALES TAX				
111-0000-313.10-00	Sales & Use Tax	8,090,600	7,300,066.45	790,533.55
111-0000-313.10-05	Measure S Sales Tax	5,744,300	4,446,875.74	1,297,424.26
111-0000-342.10-10	Public Safety Augmentation	195,100	182,652.57	12,447.43
SALES TAX TOTAL		14,030,000	11,929,594.76	2,100,405.24
UTILITY USERS' TAX				
111-0000-316.10-00	Utility Users' Tax	4,292,800	4,228,641.20	64,158.80
111-0000-316.10-05	Prepaid Wireless	131,600	21,650.24	109,949.76
111-0000-316.15-00	Telephone UUT	794,300	605,366.71	188,933.29
UTILITY USERS' TAX TOTAL		5,218,700	4,855,658.15	363,041.85
MOTOR VEHICLE LICENSE FEES				
111-0000-336.40-00	Motor Vehicle In-Lieu Pmt	7,291,600	-	7,291,600.00
111-0000-336.20-00	Motor Vehicle License Fee	46,700	3,879,250.19	(3,832,550.19)
MOTOR VEHICLE LICENSE FEES TOTAL		7,338,300	3,879,250.19	3,459,049.81
LICENSES AND PERMITS				
111-0000-321.10-50	Animal License	14,300	5,110.90	9,189.10
111-0000-322.10-10	Building	525,000	646,339.47	(121,339.47)
111-0000-322.10-40	Misc. Building	-	114.00	(114.00)
111-0000-322.10-45	Occupancy Permit	10,500	5,760.00	4,740.00
111-0000-322.10-50	Encroachment Fees	50,400	80,935.61	(30,535.61)
111-0000-322.60-05	Fireworks Fee	3,700	536.54	3,163.46
111-0000-342.10-20	Burglar Alarm Fees	500	-	500.00
LICENSES AND PERMITS TOTAL		604,400	738,796.52	(134,396.52)
COMMUNITY DEVELOPMENT FEES				
111-0000-322.20-00	Plan Check	173,300	440,286.75	(266,986.75)
111-0000-322.30-00	Engineering Plan Check	2,600	-	2,600.00
111-0000-322.40-00	SMIP FEES	2,300	-	2,300.00
111-0000-322.40-05	BSASRF	1,100	14.08	1,085.92
111-0000-322.55-05	Dispensary Fee	220,500	25,844.25	194,655.75
111-0000-341.10-00	Zoning & Subdivision	226,200	95,315.00	130,885.00
111-0000-342.20-00	Residential Pre-Sale Inspection	18,500	10,201.00	8,299.00
111-0000-399.90-40	Engineering Permits	157,500	135,868.13	21,631.87
COMMUNITY DEVELOPMENT FEES TOTAL		802,000	707,529.21	94,470.79
BUSINESS LICENSE				
111-0000-321.10-00	Business	1,323,100	1,038,408	284,692
111-0000-321.10-20	Processing Fee Business	181,200	142,383	38,817
111-0000-321.10-30	SB1186-Disability Access	15,500	11,273	4,227
BUSINESS LICENSE TOTAL		1,519,800	1,192,063.96	327,736.04

Revenues

<u>GENERAL FUND CONTINUED</u>	FY 2023 Adopted	YTD Actual As of 03/31/2023	FY 2023 Unrealized
OTHER GOVERNMENTAL REVENUE			
111-0000-331.55-00 American Rescue Plan			
111-0000-333.30-00 Meas. W-Safe Clean Water	440,500	433,496.74	7,003.26
111-0000-335.20-10 STC Training for Corrections	1,100	1,329.17	(229.17)
111-0000-335.20-15 Mental Health Trng Grant			
111-0000-335.20-20 Standard Training	10,500	20,377.46	(9,877.46)
111-0000-335.46-00 Senior Meal Program	-	-	-
111-0000-335.50-05 Settlement Revenue	-	43,351.50	(43,351.50)
111-0000-335.55-00 Urban Forestry Grant	-	6,064.30	(6,064.30)
111-0000-335.76-06 Slauson Congestion Relief	-	1,881,484.00	(1,881,484.00)
111-0000-335.46-00 Senior Meal Program	-	-	-
OTHER GOVERNMENTAL REVENUE TOTAL	452,100	2,386,103.17	(1,934,003.17)
CHARGES FOR SERVICES			
111-0000-342.10-30 Special Police Services	61,700	54,819.43	6,880.57
111-0000-342.10-40 Vehicle Impound Release	70,100	90,307.71	(20,207.71)
111-0000-342.10-45 Towing Admin Fees	54,900	56,454.05	(1,554.05)
111-0000-342.10-55 Booking Fee City of Vernon	40,400	52,360.76	(11,960.76)
111-0000-342.30-10 Meter Parking	404,300	211,732.82	192,567.18
111-0000-346.10-00 Animal Various Services	1,100	1,007.00	93.00
111-0000-344.20-20 Residential Trash		2,243.53	(2,243.53)
111-0000-344.20-30 UPW Admin Reimb	59,500		59,500.00
111-0000-344.20-40 UPW Bulky Reimb	29,800		29,800.00
111-0000-362.20-10 Lease Payment		62,247.43	(62,247.43)
111-0000-362.40-10 Parking Pilot Program	12,600	2,780.00	9,820.00
111-0000-395.10-00 Reimbursements	10,500	17,285.53	(6,785.53)
111-0000-395.10-05 Damage to City Property	21,000	30,586.06	(9,586.06)
111-0000-395.30-00 State Mandated Costs			
111-0000-395.40-05 Staff Time P.D.			
111-0000-395.40-10 StaffTime Other Depts		13,893.90	(13,893.90)
CHARGES FOR SERVICES TOTAL	765,900	595,718.22	170,181.78
PARKS AND RECREATION FEES			
111-0000-347.20-00 Sports Youth	46,000	5,090.00	40,910.00
111-0000-347.20-05 Splash Pad Fees	9,500	2,261.00	7,239.00
111-0000-347.25-00 Sports Adult	11,600	1,020.00	10,580.00
111-0000-347.30-00 Personnel Fees	63,000	34.00	62,966.00
111-0000-347.40-00 Pre-School	12,600		12,600.00
111-0000-347.50-00 Special Interest	31,500	30,725.00	775.00
111-0000-347.60-00 Excursions	2,600		2,600.00
111-0000-347.70-00 Facility Fees	210,000	3,608.55	206,391.45
111-0000-347.70-05 Passes	21,000	6,075.00	14,925.00
111-0000-347.90-00 Misc Revenue		60.00	(60.00)
PARKS AND RECREATION FEES TOTAL	407,800	48,873.55	358,926.45
FINES AND FORFEITURES			
111-0000-335.20-30 Welfare Inmate	500	-	500.00
111-0000-342.40-00 Administrative Hearing Fee	190,700	-	190,700.00
111-0000-351.10-10 Citations	1,788,000	1,656,119.87	131,880.13
111-0000-351.10-30 Local Municipal Court	7,400	1,058.06	6,341.94
111-0000-351.30-00 Vehicle Code Fines	45,200	24,946.20	20,253.80
FINES AND FORFEITURE TOTAL	2,031,800	1,682,124.13	349,675.87

Revenues

<u>GENERAL FUND CONTINUED</u>	<u>FY 2023 Adopted</u>	<u>YTD Actual As of 03/31/2023</u>	<u>FY 2023 Unrealized</u>
MISCELLANEOUS REVENUE			
111-0000-391.10-70 Special Events	-	298.30	(298.30)
111-0000-395.10-10 Employee Benefit Share	-	16,100.00	(16,100.00)
111-0000-399.77-05 Special Events	-	(244.75)	244.75
111-0000-399.90-30 Cash Short/Over	-	10,500	377,461.51
111-0000-399.90-90 Miscellaneous Income	-	50.00	(366,961.51)
111-0000-399.90-92 NSF Fees	-	-	(50.00)
MISCELLANEOUS REVENUE TOTAL	10,500	393,665.06	(383,165.06)
INVESTMENT AND RENTAL INCOME			
111-0000-361.10-00 Interest Income	157,500	0.23	157,499.77
111-0000-362.10-00 Rents & Concessions	15,800	4,975.12	10,824.88
111-0000-362.20-15 Metro Transit Lease	36,800	20,000.00	16,800.00
INVESTMENT AND RENTAL INCOME TOTAL	210,100	24,975.35	165,124.65
TRANSFERS IN			
111-0000-391.10-90 Pension Tax	-	-	-
111-0000-391.20-10 Water	-	-	-
111-0000-391.82-99 Fund Balance for CIP	2,297,700	-	2,297,700.00
TRANSFERS IN TOTAL	2,297,700	-	2,297,700.00
FRANCHISE FEE			
111-0000-318.10-00 Franchise Fee	1,640,500	1,343,668.82	296,831.18
FRANCHISE FEE TOTAL	1,640,500	1,343,668.82	296,831.18
TRANSIENT OCCUPANCY TAX			
111-0000-318.30-00 Transient Occupancy Tax	89,900	80,840.25	9,059.75
TRANSIENT OCCUPANCY TAX TOTAL	89,900	80,840.25	9,059.75
GENERAL FUND TOTAL	38,969,700	30,949,484	8,020,216

Revenues

	FY 2023 Adopted	YTD Actual As of 03/31/2023	FY 2023 Unrealized
<u>SPECIAL REVENUE FUNDS</u>			
SPECIAL EVENTS CONTRIBUTIONS			
114-0000-361.10-00 Interest Income			
114-0000-364.10-00 Special Event		18,720.00	(18,720.00)
114-0000-364.10-05 Prior Year Received			
SPECIAL EVENTS CONTRIBUTIONS TOTAL		18,700.00	(18,720.00)
SPECIAL REVENUE DNA ID			
120-0000-355.20-05 County of L.A.		3,810.00	(3,810.00)
120-0000-355.20-10 Prior Year Received			
120-0000-361.10-00 Interest Income			
SPECIAL REVENUE DNA ID TOTAL		3,810.00	(3,810.00)
INMATE WELFARE			
121-0000-361.10-00 Interest Income			
INMATE WELFARE TOTAL			
PREVENTION INTERVENTION			
122-0000-361.10-00 Interest Income			
PREVENTION INTERVENTION TOTAL			
GREENWAY LINEAR PARK PROJECT			
152-0000-334.71-00 Greenway Linear Park Proj		416,841.90	(416,841.90)
152-0000-361.10-00 Interest Income			
GREENWAY LINEAR PARK PROJECT TOTAL		416,841.90	(416,841.90)
CROSSWALK SAFETY			
202-0000-336.75-00 Crosswalk Safety	1,564,500	707,568.22	856,931.78
202-0000-361.10-00 Interest Income			
CROSSWALK SAFETY TOTAL	1,564,500	707,568.22	856,931.78
MEASURE M			
210-0000-314.50-00 Measure M	889,800	826,901.19	62,898.81
210-0000-361.10-00 Interest Income	3,200	-	3,200.00
MEASURE M TOTAL	893,000	826,901.19	66,098.81
EMPLOYEES' RETIREMENT			
216-0000-311.10-10 Secured	4,190,000	1,960,799.20	2,229,200.80
216-0000-311.50-00 Home Owner Tax Relief	17,500	148,373.06	(130,873.06)
216-0000-311.60-00 Residual Tax	4,717,100	2,143,522.59	2,573,577.41
216-0000-319.10-00 Penalties & Interest Delq	12,900	-	12,900.00
216-0000-361.10-00 Interest Income	10,500	-	10,500.00
EMPLOYEES' RETIREMENT TOTAL	8,948,000	4,252,694.85	4,695,305.15

Revenues

<u>SPECIAL REVENUE FUNDS CONTINUED</u>		FY 2023 Adopted	YTD Actual As of 03/31/2023	FY 2023 Unrealized
SALES TAX- TRANSIT PROPOSITION A				
219-0000-314.10-00	Prop A	1,262,000	1,190,449.23	71,550.77
219-0000-314.30-00	MTA Bus Passes	5,300	6,704.00	(1,404.00)
219-0000-340.10-00	Dial-A-Ride Services	1,100	990.00	110.00
219-0000-340.30-00	Fixed Route Fares	31,500	12,536.03	18,963.97
219-0000-361.10-00	Interest Income	2,000	-	2,000.00
219-0000-362.20-10	Lease Payment	-	-	-
219-0000-395.41-15	Fuel Reimbursement	115,500	-	115,500.00
SALES TAX- TRANSIT PROPOSITION A TOTAL		1,417,400	1,210,679.26	206,720.74
SALES TAX- TRANSIT PROPOSITION C				
220-0000-314.20-00	Prop C	1,046,700	987,443.02	59,256.98
220-0000-361.10-00	Interest Income	3,000	-	3,000.00
220-0000-395.41-15	Fuel Reimbursement	-	-	-
SALES TAX- TRANSIT PROPOSITION C TOTAL		1,049,700	987,443.02	62,256.98
STATE GASOLINE TAX				
221-0000-335.40-10	Fund 2105	353,700	239,419.45	114,280.55
221-0000-335.40-20	Fund 2106	202,300	150,892.56	51,407.44
221-0000-335.40-30	Fund 2107	449,900	301,313.23	148,586.77
221-0000-335.40-40	Fund 2107.5	7,900	7,500.00	400.00
221-0000-335.45-00	Road and Maint Rehab SB1	1,200,500	893,789.41	306,710.59
221-0000-335.50-00	2103	481,500	357,869.80	123,630.20
221-0000-335.60-10	TCRF Loan Repayment	-	-	-
221-0000-361.10-00	Interest Income	21,000	-	21,000.00
STATE GASOLINE TAX TOTAL		2,716,800	1,950,784.45	766,015.55
MEASURE R				
222-0000-336.87-00	I Park Pay Station	-	-	-
222-0000-340.65-05	Street Project	785,100	927,504.85	(142,404.85)
222-0000-361.10-00	Interest Income	10,500	-	10,500.00
222-0000-395.41-15	Fuel Reimbursement	-	-	-
MEASURE R TOTAL		795,600	927,504.85	(131,904.85)
OFFICE OF TRAFFIC & SAFETY				
224-0000-335.30-96	OTS STEP	93,900	33,482.61	60,417.39
224-0000-351.50-00	Vehide Impound PT0703	5,300	3,071.44	2,228.56
224-0000-361.10-00	Interest Income	200	-	200.00
OFFICE OF TRAFFIC & SAFETY TOTAL		99,400	36,554.05	62,845.95
CAL COPS				
225-0000-361.10-00	Interest Income	1,100	-	1,100.00
225-0000-335.30-10	Supplemental Law Enforcement	167,900	80,812.63	87,087.37
225-0000-399.90-91	Miscellaneous Income	-	84,458.62	(84,458.62)
CAL COPS TOTAL		169,000	165,271.25	3,728.75
AIR QUALITY IMPROVEMENT TRUST				
226-0000-330.10-00	AB2766	41,800	-	41,800.00
226-0000-361.10-00	Interest Income	500	-	500.00
AIR QUALITY IMPROVEMENT TRUST TOTAL		42,300	-	42,300.00

Revenues

<u>SPECIAL REVENUE FUNDS CONTINUED</u>	<u>FY 2023 Adopted</u>	<u>YTD Actual As of 03/31/2023</u>	<u>FY 2023 Unrealized</u>
OFFICE OF CRIMINAL JUSTICE			
227-0000-331.20-00 JAG 2017	27,600	-	27,600.00
227-0000-361.10-00 Interest Income	-	-	
OFFICE OF CRIMINAL JUSTICE TOTAL	27,600	-	27,600.00
POLICE FORFEITURE			
229-0000-352.15-05 L.A. Impact Reimbursement	-	-	
229-0000-352.20-00 Treasury Fed Asset	10,500	-	10,500.00
229-0000-361.10-00 Interest Income	-	-	
POLICE FORFEITURE TOTAL	10,500	-	10,500.00
ART IN PUBLIC PLACES			
232-0000-318.50-00 Art In Pblic Place Assessment	6,300	20,251.78	(13,951.78)
232-0000-361.10-00 Interest Income	200	-	200.00
ART IN PUBLIC PLACES TOTAL	6,500	20,251.78	(13,751.78)
COMMUNITY DEVELOPMENT BLOCK GRANT			
239-0000-331.40-10 HCDa	5,032,300	3,524,140.99	1,508,159.01
239-0000-361.10-00 Interest Income	-	-	
239-0000-399.90-91 Miscellaneous Income	-	-	
COMMUNITY DEVELOPMENT BLOCK GRANT TOTAL	5,032,300	3,524,140.99	1,508,159.01
HUD HOME PROGRAM			
242-0000-331.30-00 County Grant	63,200	60,151.00	3,049.00
242-0000-361.10-00 Interest Income	-	-	
HUD HOME PROGRAM TOTAL	63,200	60,151.00	3,049.00
SOLID WASTE RECYCLE GRANT			
287-0000-334.10-00 Beverage Container Grant	-	-	
287-0000-334.20-00 Used Oil Recycling Grant	16,800	-	16,800.00
287-0000-361.10-00 Interest Income	200	-	200.00
287-0000-399.90-91 Miscellaneous Income	-	1,749.84	(1,749.84)
SOLID WASTE RECYCLE GRANT TOTAL	17,000	1,749.84	15,250.16
PED/BIKE PATH			
334-0000-334.30-00 TDA/Bike Path	47,300	45,000.00	2,300.00
334-0000-361.10-00 Interest Income	-	-	
PED/BIKE PATH TOTAL	47,300	45,000.00	2,300.00
PUBLIC FINANCING AUTHORITY			
475-0000-361.10-00 Interest Income	47,300	-	47,300.00
475-0000-395.10-00 Reimbursements	-	-	
PUBLIC FINANCING AUTHORITY TOTAL	47,300	-	47,300.00
STREET LIGHT & LANDSCAPE ASSESSMENT			
535-0000-311.30-30 Measure L	1,843,600	1,240,058.50	603,541.50
535-0000-361.10-00 Interest Income	8,000	-	8,000.00
STREET LIGHT & LANDSCAPE ASSESSMENT TOTAL	1,851,600	1,240,058.50	611,541.50
SPECIAL REVENUES GROUP TOTAL	24,799,000	16,396,105.15	8,402,874.85

Revenues

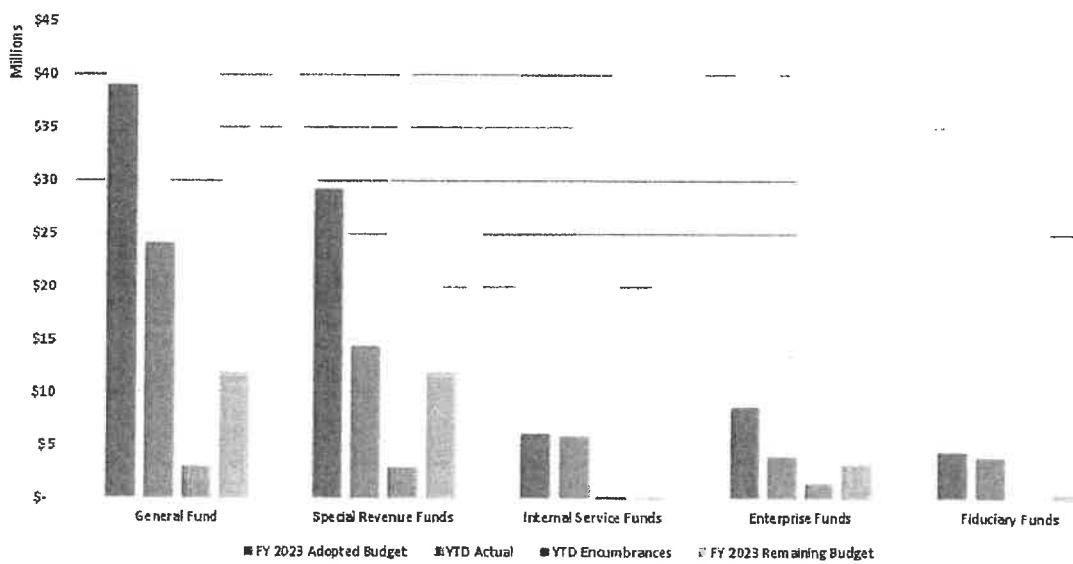
ENTERPRISE FUNDS	FY 2023 Adopted	YTD Actual As of 03/31/2023	FY 2023 Unrealized
SEWER MAINTENANCE			
283-0000-344.30-00 Sewer Maintenance	296,800	182,778.65	114,021.35
283-0000-361.10-00 Interest Income	5,300	-	5,300.00
SEWER MAINTENANCE TOTAL	302,100	182,778.65	119,321.35
SOLID WASTE MANAGEMENT			
285-0000-334.10-00 Beverage Container Grant	-	-	-
285-0000-344.20-10 AB 939 Fees	206,600	135,729.04	70,870.96
285-0000-344.20-30 UPW Admin Reimb	-	1.56	(1.56)
285-0000-361.10-00 Interest Income	5,300	-	5,300.00
285-0000-399.90-90 Miscellaneous Income	-	-	-
SOLID WASTE MANAGEMENT TOTAL	211,900	135,730.60	76,169.40
WATER			
681-0000-322.55-05 Dispensary Fee	52,600	4,560.75	48,039.25
681-0000-345.10-10 Water	5,754,400	3,354,636.64	2,399,763.36
681-0000-345.10-20 Meter Services	-	-	-
681-0000-345.10-40 Delinquent Charges	28,000	4,295.00	23,705.00
681-0000-345.10-60 Meter Recalibration	-	-	-
681-0000-361.10-00 Interest Income	53,000	-	53,000.00
681-0000-395.10-05 Damage to City Property	-	-	-
681-0000-399.10-10 Reimbursements	5,300	13,055.39	(7,755.39)
681-0000-399.10-20 Stand By Charges	21,400	12,947.82	8,452.18
681-0000-399.10-35 Lease Payments	-	-	-
WATER TOTAL	5,914,700	3,389,495.60	2,525,204.40
ENTERPRISE FUND GROUP TOTAL	6,428,700	3,708,004.85	2,720,695.15

Revenues

<u>INTERNAL SERVICE FUNDS</u>	FY 2023 Adopted	YTD Actual As of 03/31/2023	FY 2023 Unrealized
OTHER POST-EMPLOYMENT BENEFITS			
217-0000-361.10-00 Interest Income	-	-	-
217-0000-391.10-05 Pension Tax	-	-	-
217-0000-391.10-10 General Fund	1,856,600	-	1,856,600.00
217-0000-391.20-10 Water	49,200	-	49,200.00
217-0000-391.20-20 Sewer	1,900	-	1,900.00
217-0000-391.20-30 Solid Waste	1,400	-	1,400.00
217-0000-391.40-10 Prop C Sales Tax	11,200	-	11,200.00
217-0000-391.40-20 Prop A Sales Tax	7,700	-	7,700.00
217-0000-391.40-22 Measure R	3,800	-	3,800.00
217-0000-391.40-30 Gas Tax	106,100	-	106,100.00
217-0000-391.65-40 Street Light Assessment	16,200	-	16,200.00
217-0000-391.81-20 Successor Agency	11,900	-	11,900.00
217-0000-395.10-00 Reimbursements	-	32.70	(32.70)
OTHER POST-EMPLOYMENT BENEFITS TOTAL	2,066,000	32.70	2,065,967.30
FLEET MAINTENANCE			
741-0000-361.10-00 Interest Income	-	-	-
741-0000-391.10-10 General Fund	994,800	-	994,800.00
FLEET MAINTENANCE TOTAL	994,800	-	994,800.00
RISK MANAGEMENT			
745-0000-361.10-00 Interest Income	-	-	-
745-0000-391.10-05 Pension Tax	-	-	-
745-0000-391.10-10 General Fund	4,395,800	-	4,395,800.00
745-0000-391.20-10 Water	580,900	-	580,900.00
745-0000-391.20-20 Sewer	35,400	-	35,400.00
745-0000-391.20-30 Solid Waste	6,400	-	6,400.00
745-0000-391.40-10 Prop C Sales Tax	7,000	-	7,000.00
745-0000-391.40-20 Prop A Sales Tax	4,700	-	4,700.00
745-0000-391.40-22 Measure R	2,300	-	2,300.00
745-0000-391.40-30 Gas Tax	66,000	-	66,000.00
745-0000-391.65-40 Street Light Assessment	10,100	-	10,100.00
745-0000-391.81-20 Successor Agency	7,400	-	7,400.00
745-0000-395.10-00 Reimbursements	-	27,734.50	(27,734.50)
RISK MANAGEMENT TOTAL	5,116,000	27,734.50	5,088,265.50
INTERNAL FUND GROUP TOTAL	8,176,800	27,767.20	8,149,032.80
FIDUCIARY FUNDS			
SUCCESSOR AGENCY			
275-0000-31250-05 RPTTF ALLOCATION	4,537,200	4,428,543.00	108,657.00
275-0000-361.10-00 Interest Income	-	-	-
275-0000-353.10-00 Rental Southland Steel	-	-	-
SUCCESSOR AGENCY TOTAL	4,537,200	4,428,543.00	108,657.00

Expenditures

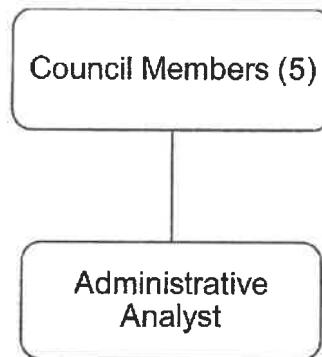
Revenues	FY 2023 Adopted Budget	YTD Actual As of 03/31/2023	YTD Encumbrances As of 31-Mar-23	FY 2023 Remaining Balance As of 03/31/2023
General Fund	\$ 39,044,200	\$ 24,141,606.15	\$ 2,996,838.00	\$ 11,905,755.85
Special Revenue Funds	29,256,800	14,423,337.67	2,905,859.14	11,927,603.19
Internal Service Funds	6,149,500	5,868,647.26	138,942.50	141,910.24
Enterprise Funds	8,656,600	3,963,533.13	1,441,546.43	3,251,520.44
Fiduciary Funds	4,398,600	3,938,445.01	-	460,154.99
Total	\$ 87,505,700	\$ 52,335,569.22	\$ 7,483,186.07	\$ 27,686,944.71



Total Expenditure Budget: \$87,505,700
March 2023 YTD Actual Expenditures: \$52,335,569.22



Organizational Chart by Position

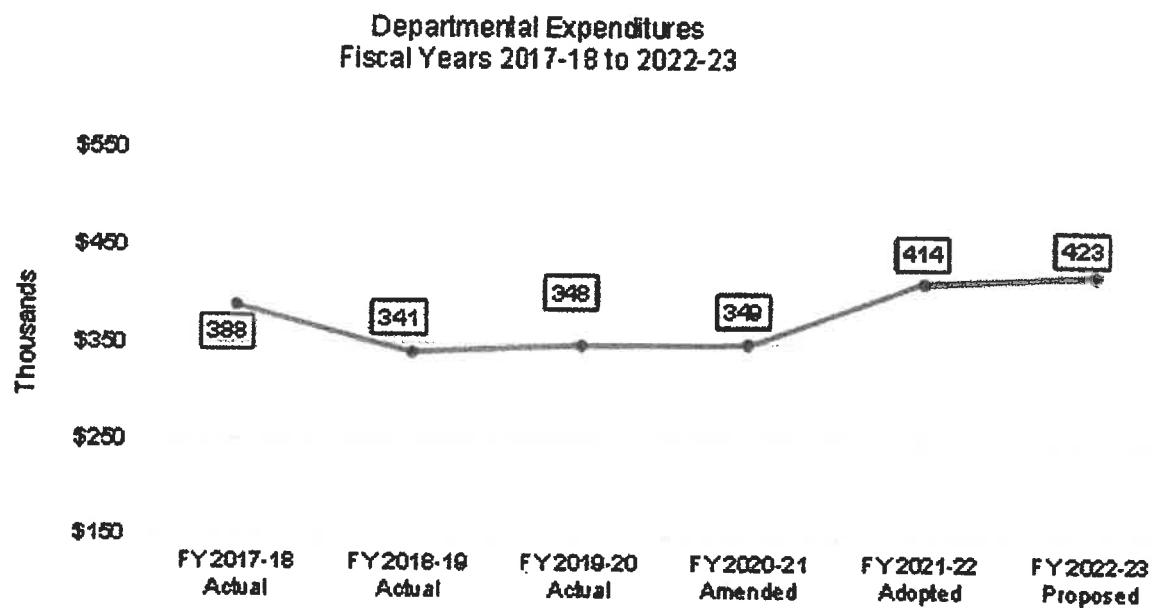


City Council

Expenditure/Expense Classification	FY 2023 Adopted Budget	March 2023 YTD Actual	March 2023 YTD Encumbrances	FY 2023 Available Budget
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	140,000	118,249.10	-	21,751
Additional Pay	2,100	1,534.63	-	565
Allowances	700	540.00	-	160
Overtime	-	-	-	-
Sick Leave Buy Back	1,500	1,465.99	-	34
PARS/PERS Retirement	29,900	21,243.38	-	8,657
CalPERS Unfunded Liability	46,300	-	-	46,300
Fringe Benefits	80,700	48,099.31	-	32,601
Medicare	2,100	1,482.92	-	617
Salary & Benefits Total	303,300	192,615.33	-	110,685
<u>Maintenance & Operations</u>				
Office Equipment Maintenance	1,600	-	-	1,600
Professional Development	23,000	-	-	23,000
Community Outreach/Materials	38,300	-	-	38,300
Material and Supplies	3,600	1,356.76	1,239.61	1,004
Telephone & Wireless	4,800	1,297.83	-	3,502
Council Meeting Expenses	5,800	13,057.09	-	(7,257)
Maintenance & Operations Total	77,100	15,711.68	1,239.61	60,149
<u>Internal Service Charges</u>				
Workers' Compensation	15,500	-	-	15,500
General Liability	26,700	-	-	26,700
Internal Service Charges Total	42,200	-	-	42,200
<u>Capital Outlay</u>				
Equipment	-	-	-	-
Capital Outlay Total	-	-	-	-
Total Expenditures/Expenses	422,600	208,327.01	1,239.61	213,033

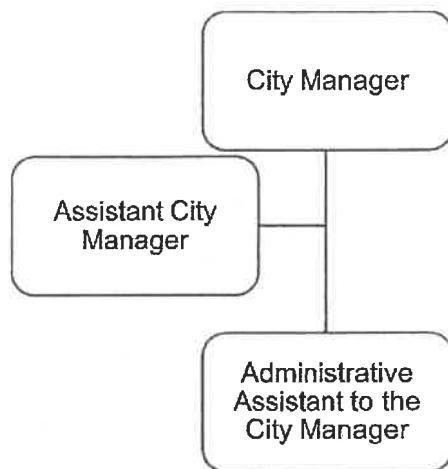
TOTAL BY FUND

FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	MAR 2023 YTD ENCUMBERED AMOUNT	MAR 2023 YTD AVAILABLE BUDGET
111- General Fund	360,000	208,327.01	1,239.61	150,433.38
216- Employees Retirement	62,600	-	-	62,600.00
227 - OFFICE OF CRIMINAL JUSTICE	-	-	-	-
	422,600	208,327.01	1,239.61	213,033.38



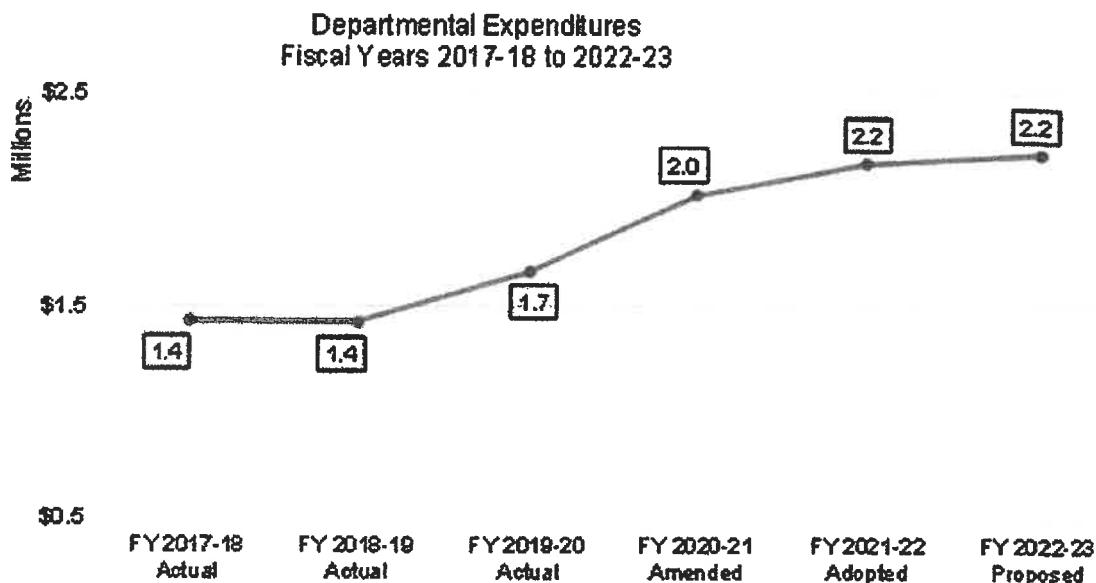


Organizational Chart by Position



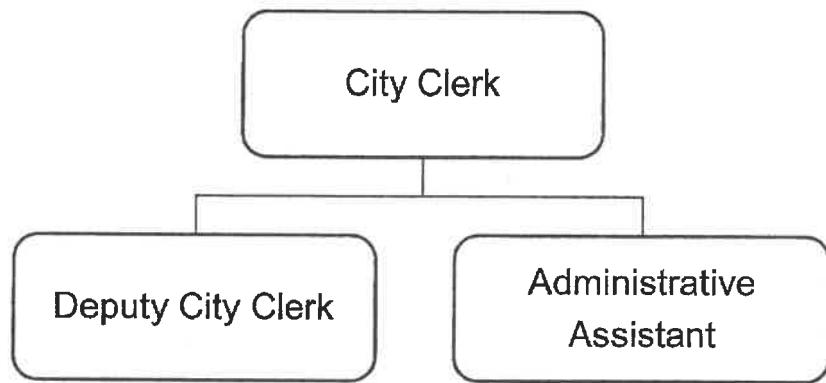
City Manager

Expenditure/Expense Classification	FY 2023 Adopted Budget	March 2023 YTD Actual	March 2023 YTD Encumbrances	FY 2023 Available Budget
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	498,400	311,570.54	-	186,829.46
Salaries Temporary/Part Time	-	-	-	-
Additional Pay	8,600	1,292.32	-	7,307.68
Allowances & Stipends	-	1,750.00	-	(1,750.00)
Holiday Pay	-	-	-	-
Overtime	-	-	-	-
Sick Leave Buy Back	6,700	3,108.82	-	3,591.18
Payout	-	10,319.81	-	(10,319.81)
PARS/PERS Retirement	45,400	26,444.80	-	18,955.20
CalPERS Unfunded Liability	130,900	-	-	130,900.00
Fringe Benefits	98,700	37,547.74	-	61,152.26
Medicare	7,600	4,991.70	-	2,608.30
City Paid Deferred Compensation	18,300	12,938.81	-	5,361.19
Salary & Benefits Total	814,600	409,964.54	-	404,635.46
<u>Maintenance & Operations</u>				
Office Equipment Maintenance	1,600	460.42	-	1,139.58
Equipment Lease	89,500	120,903.41	-	(31,403.41)
Professional/Contractual Services	276,700	170,058.40	-	106,641.60
Professional Development	231,700	13,636.07	-	218,063.93
Material and Supplies	13,700	2,314.87	43.16	11,341.97
Legal Services	591,600	729,801.60	-	(138,201.60)
Memberships & Meetings	-	58,956.97	8,719.60	(67,676.57)
Telephone & Wireless	3,600	985.03	-	2,614.97
Council Meeting Expenses	-	-	-	-
Public Events	1,000	10,663.21	-	(9,663.21)
Maintenance & Operations Total	1,209,400	1,107,779.98	8,762.76	92,857.26
<u>Internal Service Charges</u>				
Workers' Compensation	40,700	-	-	40,700.00
Fleet Maintenance	-	-	-	-
General Liability	152,500	-	-	152,500.00
Internal Service Charges Total	193,200	-	-	193,200.00
<u>Capital Outlay</u>				
Equipment	-	-	-	-
Capital Outlay Total	-	-	-	-
Total Expenditures/Expenses	2,217,200	1,517,744.52	8,762.76	690,692.72
TOTAL BY FUND				
FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	MAR 2023 YTD ENCUMBERED AMOUNT	MAR 2023 YTD AVAILABLE BUDGET
111- General fund	2,021,600	1,418,621.21	8,762.76	594,216.03
216- Employees Retirement	176,300	-	-	176,300.00
219- Sales Tax- Transit Prop A	19,300	-	-	19,300.00
229 - POLICE FORFEITURE	-	99,123.31	-	(99,123.31)
	2,217,200	1,517,744.52	8,762.76	690,692.72





Organizational Chart by Position

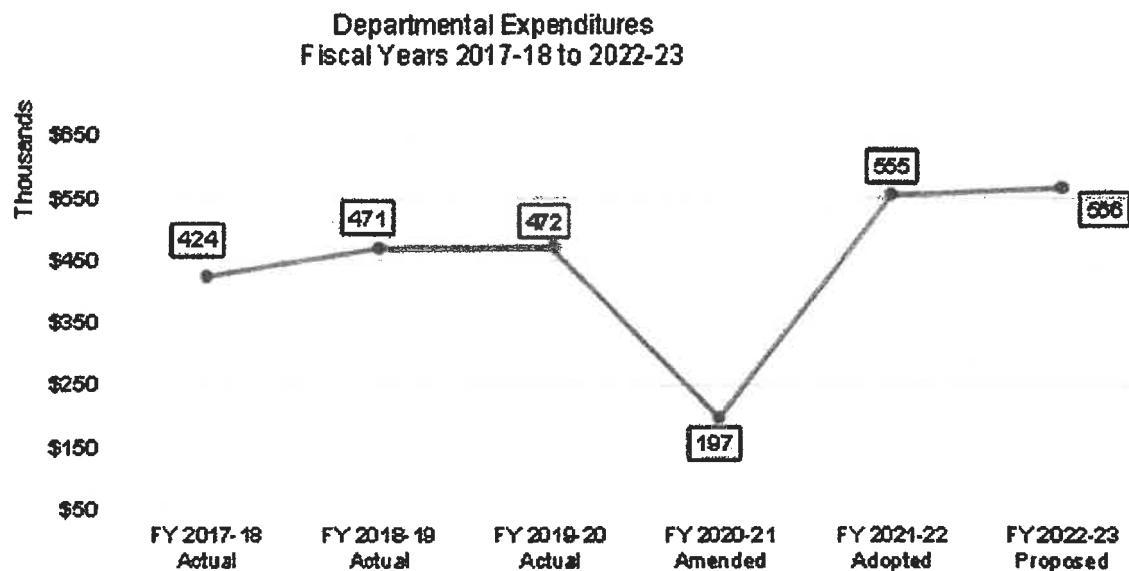


City Clerk

Expenditure/Expense Classification	FY 2023 Adopted Budget	March 2023 YTD Actual	March 2023 YTD Encumbrances	FY 2023 Available Budget
Salaries & Benefits				
Salaries Permanent/Full Time	191,800	91,348.96	-	100,451
Salaries Temporary/Part Time	-	-	-	-
Additional Pay	6,400	161.54	-	6,238
Allowances	-	-	-	-
Overtime	1,000	-	-	1,000
Payout	-	2,403.92	-	(2,404)
Sick Leave Buy Back	800	1,622.65	-	(823)
PARS/PERS Retirement	18,700	7,210.05	-	11,490
CalPERS Unfunded Liability	11,400	-	-	11,400
Fringe Benefits	59,500	9,623.57	-	49,876
Medicare	2,900	1,503.74	-	1,396
Salary & Benefits Total	292,500	113,874.43	-	178,626
Maintenance & Operations				
Municipal Election	153,000	66,857.38	-	86,143
Office Equipment Maintenance	-	-	-	-
Professional/Contractual Services	59,200	41,800.35	-	17,400
Professional Development	-	15,186.30	-	(15,186)
Telephone & Wireless	-	162.81	-	(163)
Membership and Dues	900	4.11	-	896
Material and Supplies	3,800	94,087.27	-	(90,287)
Advertising & Publication	9,700	3,559.36	-	6,141
Maintenance & Operations Total	226,600	221,657.58	-	4,942
Internal Service Charges				
Workers' Compensation	16,700	-	-	16,700
General Liability	30,600	-	-	30,600
Internal Service Charges Total	47,300	-	-	47,300
Capital Outlay				
Equipment	-	-	-	-
Capital Outlay Total	-	-	-	-
Total Expenditures/Expenses	566,400	335,532.01	-	230,868

TOTAL BY FUND

FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	MAR 2023 YTD ENCUMBERED AMOUNT	MAR 2023 YTD AVAILABLE BUDGET
111- General Fund	536,300	335,532.01	-	200,767.99
216- Employees Retirement	30,100	-	-	30,100.00
	566,400	335,532.01	-	230,867.99





Communications & Community Relations

Organizational Chart by Position



Communications & Community Relations

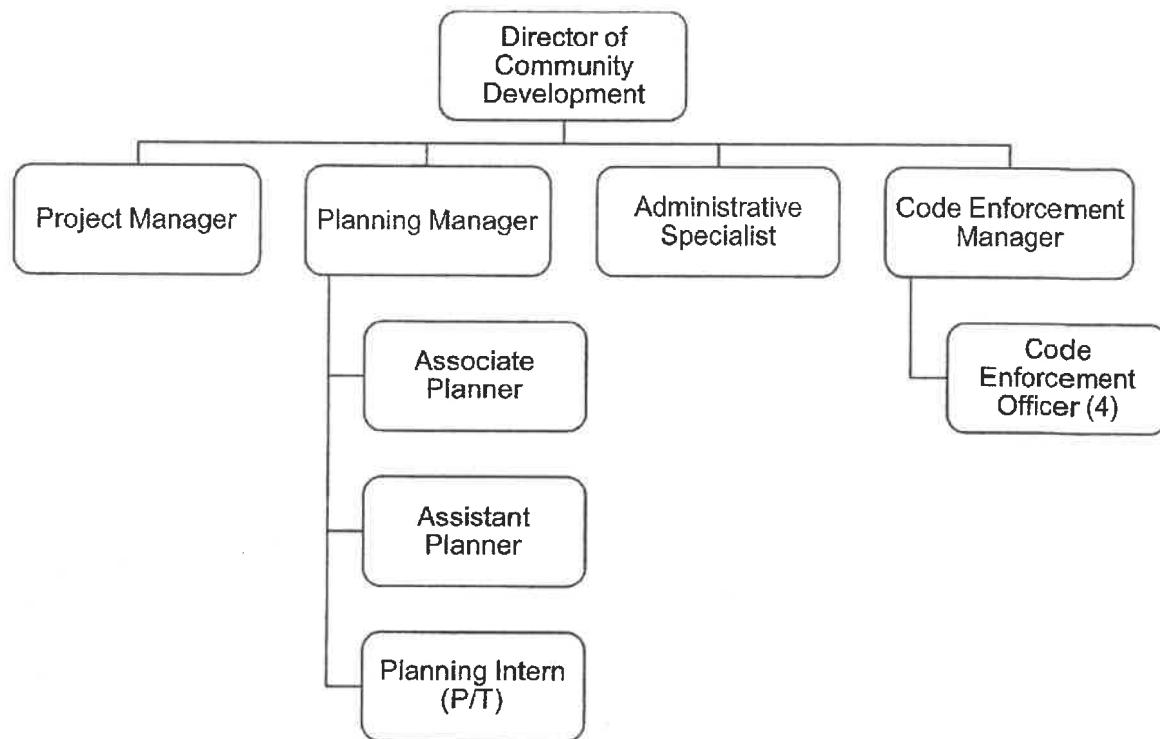
Expenditure/Expense Classification	FY 2023 Adopted Budget	March 2023 YTD Actual	March 2023 YTD Encumbrances	FY 2023 Available Budget
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	184,800	-	-	184,800.00
Additional Pay	4,300	-	-	4,300.00
Allowances	700	-	-	700.00
Overtime	1,000	-	-	1,000.00
PARS/PERS Retirement	14,600	-	-	14,600.00
Fringe Benefits	36,400	-	-	36,400.00
Medicare	2,700	-	-	2,700.00
Salary & Benefits Total	244,500	-	-	244,500.00
<u>Maintenance & Operations</u>				
Professional/Contractual Services	107,100	60,000.00	-	47,100.00
Community Outreach	8,200	139.81	-	8,060.19
Material and Supplies	2,000	3,641.27	-	(1,641.27)
Art Walk on Pacific	45,000	-	-	45,000.00
State of the City	10,000	-	-	10,000.00
Maintenance & Operations Total	172,300	63,781.08	-	53,518.92
<u>Internal Service Charges</u>				
Workers' Compensation	15,800	-	-	15,800.00
General Liability	20,300	-	-	20,300.00
Internal Service Charges Total	35,900	-	-	35,900.00
Total Expenditures/Expenses	452,700	63,781.08	-	333,918.92

TOTAL BY FUND

FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	MAR 2023 YTD ENCUMBERED AMOUNT	MAR 2023 YTD AVAILABLE BUDGET
111- General Fund	452,700	63,781.08	-	388,918.92
218- Employees Retirement	-	-	-	-
	452,700	63,781.08	-	388,918.92

Community Development

Organizational Chart by Position



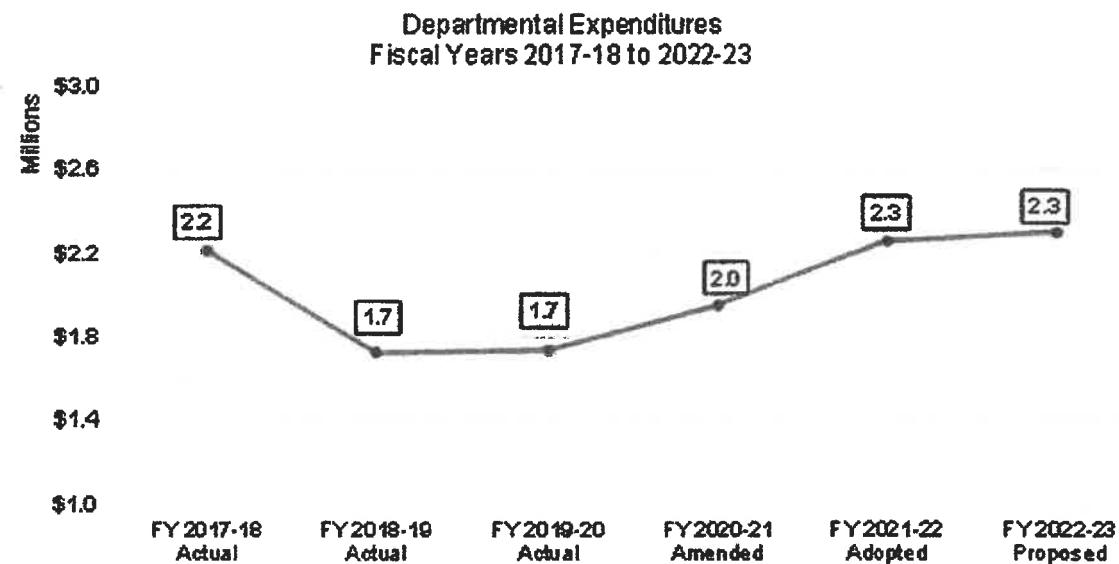
Community Development

Expenditure/Expense Classification	FY 2023 Adopted Budget	March 2023 YTD Actual	March 2023 YTD Encumbrances	FY 2023 Available Budget
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	860,500	716,260.45	-	144,239.55
Salaries Temporary/Part Time	14,600	54,392.64	-	(39,792.64)
Additional Pay	24,200	9,923.28	-	14,276.72
Premium Pay	-	5,261.48	-	(5,261.48)
Allowances & Stipends	9,000	5,768.91	-	3,211.09
Overtime	6,300	344.71	-	5,955.29
Holiday/Vacation Payout	-	2,788.46	-	(2,788.46)
Sick Leave Buy Back	9,200	9,292.04	-	(92.04)
PARS/PERS Retirement	120,500	92,050.68	-	28,449.32
CalPERS Unfunded Liability	175,700	-	-	175,700.00
Fringe Benefits	190,100	108,275.53	-	81,824.47
Medicare	13,200	11,741.86	-	1,458.14
Salary & Benefits Total	1,423,300	1,016,120.04	-	407,179.96
<u>Maintenance & Operations</u>				
Office Equipment Maintenance	-	-	-	-
Professional/Contractual Services	14,800	221,943.62	28,456.48	(235,600.10)
Professional Development	-	625.94	-	(625.94)
Building Inspection	561,000	630,186.18	-	(69,186.18)
Membership and Dues	-	-	-	-
Material and Supplies	8,200	5,156.70	14.39	3,028.91
Advertising and Publication	-	-	-	-
Telephone & Wireless	2,200	1,141.51	-	1,058.49
Postage	300	-	-	300.00
Miscellaneous Refunds	-	-	-	-
Maintenance & Operations Total	586,500	859,053.95	28,470.87	(304,024.82)
<u>Internal Service Charges</u>				
Workers' Compensation	74,400	-	-	74,400.00
Fleet Maintenance	43,100	-	-	43,100.00
General Liability	175,100	-	-	175,100.00
Internal Service Charges Total	292,600	-	-	292,600.00
<u>Capital Outlay</u>				
Equipment	-	-	-	-
Capital Outlay Total	-	-	-	-
Total Expenditures/Expenses	2,302,400	1,875,173.99	28,470.87	398,755.14

TOTAL BY FUND

FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	MAR 2023 YTD ENCUMBERED AMOUNT	MAR 2023 YTD AVAILABLE BUDGET
111- General Fund	2,045,200	1,729,202.62	14.39	315,982.99
216- Employees Retirement	257,200	-	-	257,200.00
239 - COMMUNITY DEVELOPMENT BLOC	-	119,062.97	7,432.50	(126,495.47)
241 - FUND NAME UNKNOWN	-	26,908.40	21,023.98	(47,932.38)
	2,302,400	1,875,173.99	28,470.87	398,755.14

Community Development

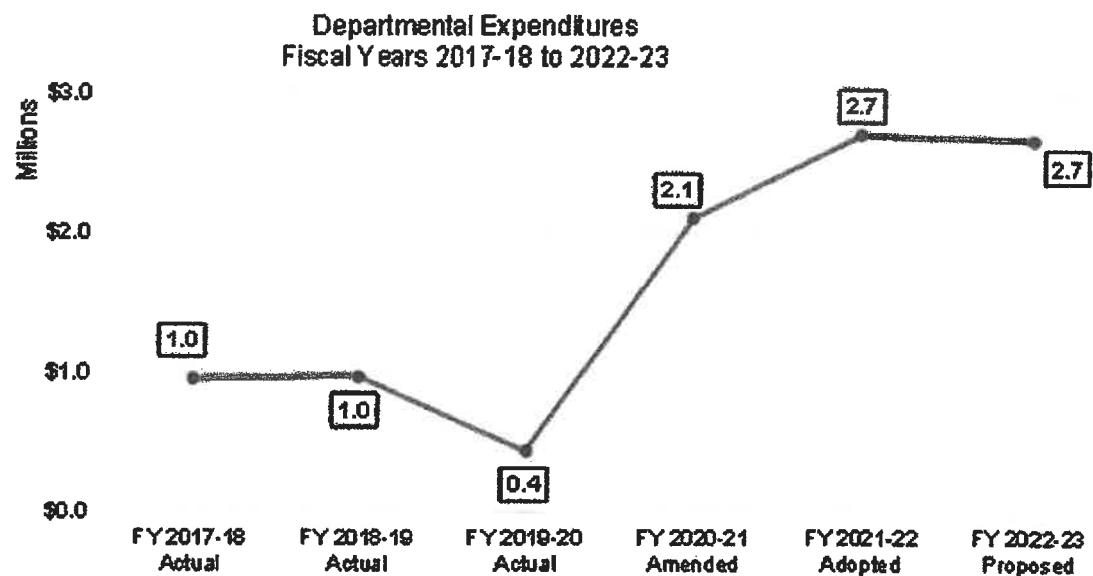




Community Development-Federal Funding and Grants Division

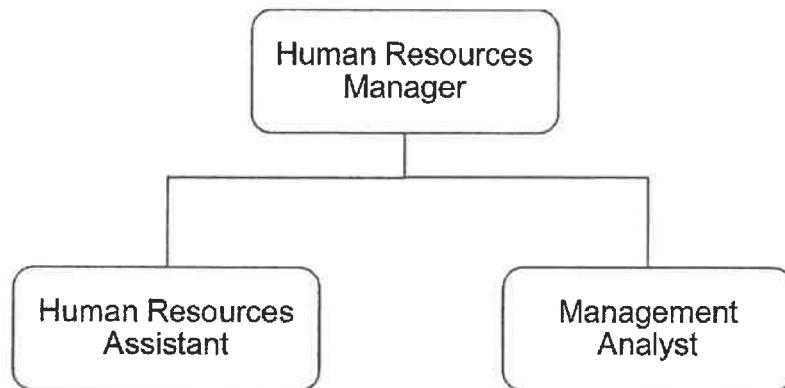
Expenditure/Expense Classification	FY 2023 Adopted Budget	March 2023 YTD Actual	March 2023 YTD Encumbrances	FY 2023 Available Budget
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	88,800	-	-	88,800.00
Additional Pay	2,100	-	-	2,100.00
Overtime	-	-	-	-
Holiday/Vacation Payout	-	-	-	-
PARS/PERS Retirement	10,000	-	-	10,000.00
Fringe Benefits	25,000	-	-	25,000.00
Medicare	1,300	-	-	1,300.00
Salary & Benefits Total	127,200			127,200.00
<u>Maintenance & Operations</u>				
Professional/Contractual Services	325,600	-	-	325,600.00
Membership and Dues	2,000	-	-	2,000.00
Material and Supplies	6,100	-	-	6,100.00
Advertising and Publication	5,100	-	-	5,100.00
Covid-19 Assistance Programs	433,500	-	40,000.00	393,500.00
Senior Meal Program	-	112,560.00	-	(112,560.00)
Minor Home Repairs	153,000	-	-	153,000.00
Affordable Housing	-	-	-	-
Lead Abatement Program	-	-	-	-
First Time Home Buyer	1,607,200	-	-	1,607,200.00
Hybrid Learning Program	-	-	-	-
Fair Housing Services	10,200	9,738.12	-	461.88
Maintenance & Operations Total	2,542,700	122,298.12	40,000.00	2,380,401.88
Total Expenditures/Expenses	2,669,900	122,298.12	40,000.00	2,507,601.88
TOTAL BY FUND				
	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	MAR 2023 YTD ENCUMBERED AMOUNT	MAR 2023 YTD AVAILABLE BUDGET
239 - COMMUNITY DEVELOPMENT BLOCK GR.	2,608,500	122,298.12	40,000.00	2,446,201.88
242 - HUD HOME PROGRAM	61,400	-	-	61,400.00
TOTAL FEDERAL FUNDING AND GRANTS DIVISION BY FUND	2,669,900	122,298.12	40,000.00	2,507,601.88

Community Development-Federal Funding and Grants Division



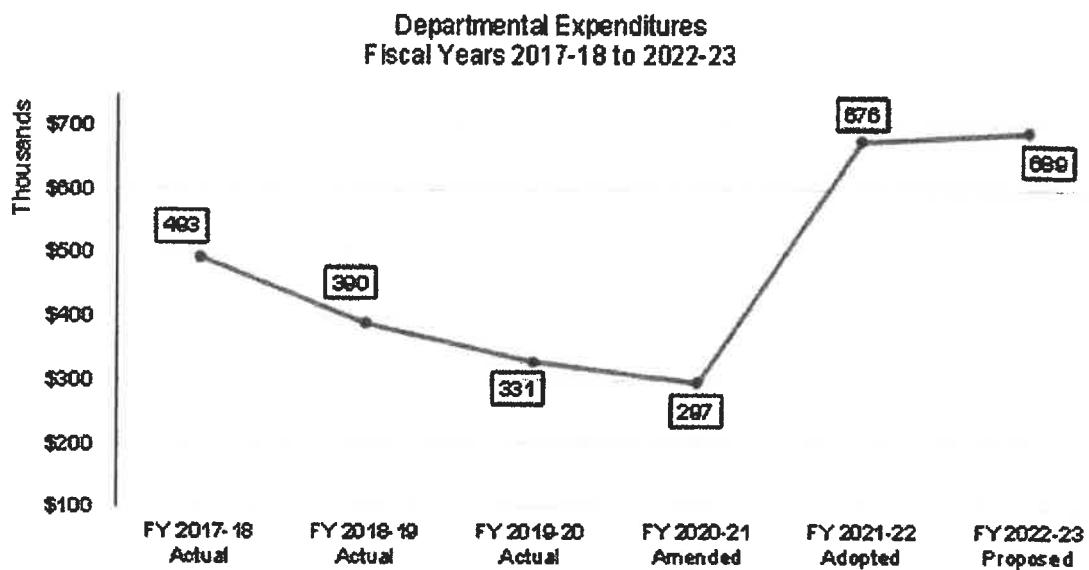
Human Resources

Organizational Chart by Position

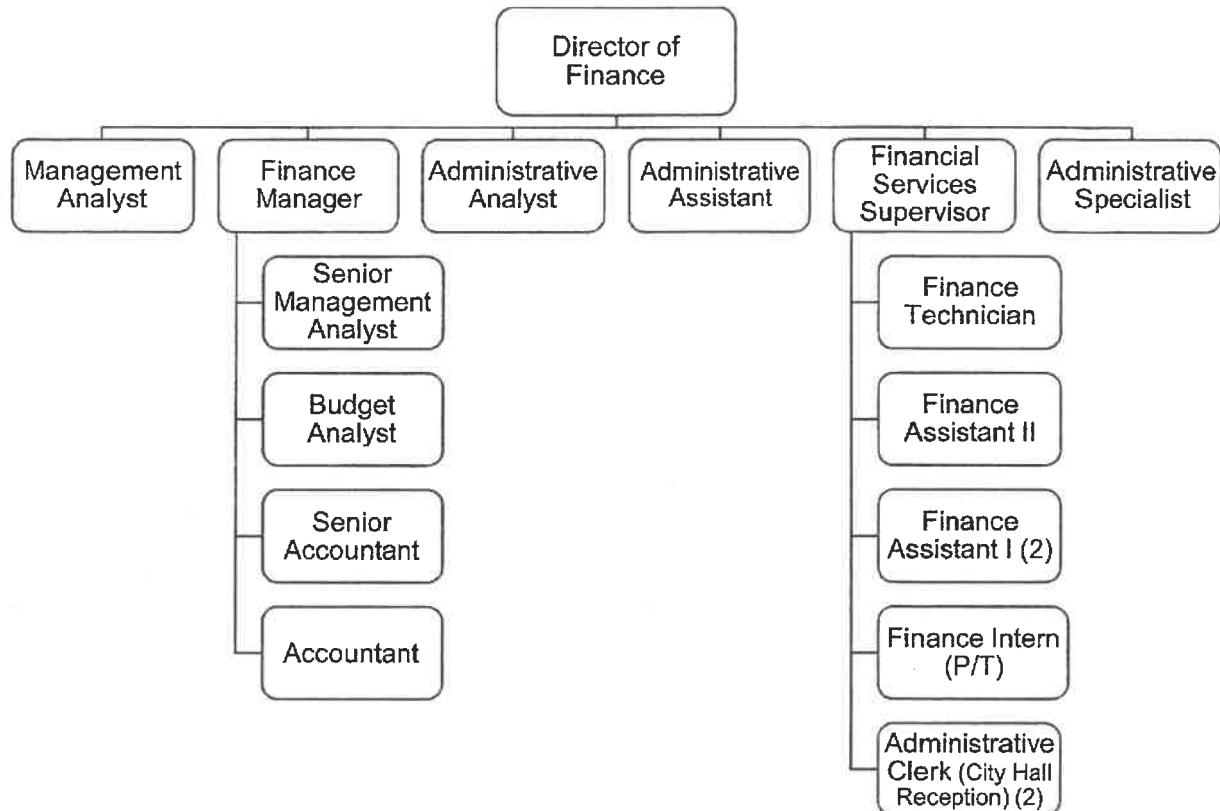


Human Resources

Expenditure/Expense Classification	FY 2023 Adopted Budget	March 2023 YTD Actual	March 2023 YTD Encumbrances	FY 2023 Available Budget
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	322,000	133,580.06	-	188,419.94
Salaries Temporary/Part Time	-	-	-	-
Additional Pay	3,600	3,299.54	-	300.46
Allowances & Stipends	5,100	-	-	5,100.00
Overtime	1,000	68.21	-	931.79
Holiday Payout	-	-	-	-
Sick Leave Buy Back	300	1,452.12	-	(1,152.12)
Payout	-	4,538.57	-	(4,538.57)
PARS/PERS Retirement	32,000	12,266.44	-	19,733.56
CalPERS Unfunded Liability	16,600	-	-	16,600.00
Fringe Benefits	91,200	21,605.19	-	69,594.81
Medicare	4,800	2,068.92	-	2,731.08
Salary & Benefits Total	476,600	178,879.05	-	297,720.95
<u>Maintenance & Operations</u>				
Professional/Contractual Services	98,500	38,896.68	-	59,603.32
Membership and Dues	1,800	-	-	1,800.00
City Wide Training	5,100	-	-	5,100.00
Material and Supplies	5,600	1,519.13	71.36	4,009.51
Advertising and Publication	-	-	-	-
Telephone & Wireless	800	112.13	-	687.87
Civil Service Hearings	30,600	-	-	30,600.00
Employee Recognition	4,100	-	-	4,100.00
Replacement Benefit IRC	32,000	-	-	32,000.00
Maintenance & Operations Total	178,500	40,527.94	71.36	137,900.70
<u>Internal Service Charges</u>				
Workers' Compensation	10,100	-	-	10,100.00
General Liability	24,100	-	-	24,100.00
Internal Service Charges Total	34,200	-	-	34,200.00
Total Expenditures/Expenses	689,300	219,406.99	71.36	469,821.65
TOTAL BY FUND				
FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	MAR 2023 YTD ENCUMBERED AMOUNT	MAR 2023 YTD AVAILABLE BUDGET
111- General Fund	491,600	185,101.74	71.36	306,426.90
216- Employees Retirement	70,500	-	-	70,500.00
745- Risk Management	127,200	34,305.25	-	92,894.75
	689,300	219,406.99	71.36	469,821.65





Organizational Chart by Position

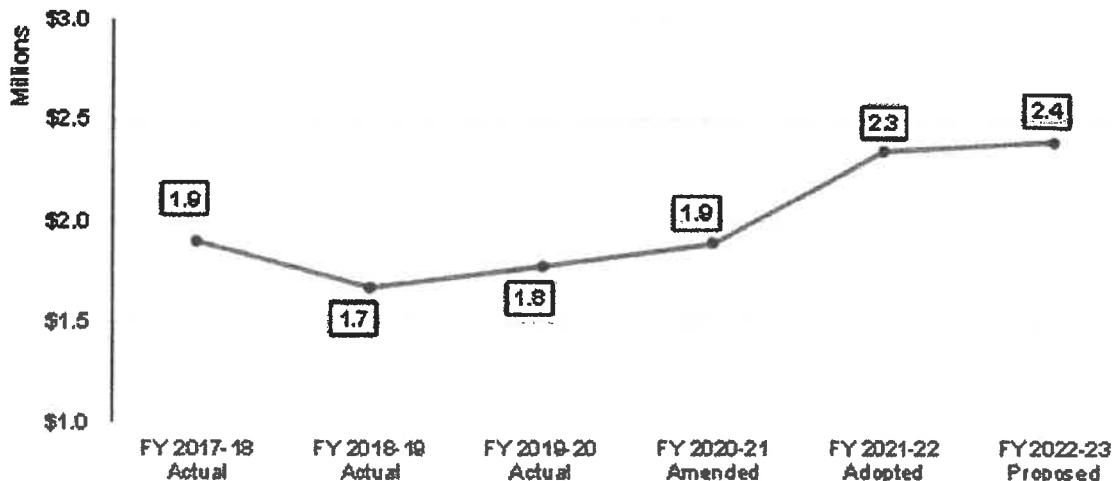
Finance

Expenditure/Expense Classification	FY 2023 Adopted Budget	March 2023 YTD Actual	March 2023 YTD Encumbrances	FY 2023 Available Budget
Salaries & Benefits				
Salaries Permanent/Full Time	1,183,600	511,569.14	-	672,030.86
Salaries Temporary/Part Time	15,200	-	-	15,200.00
Additional Pay	27,000	14,146.78	-	12,853.22
Allowances & Stipends	-	-	-	-
Overtime	9,700	3,459.18	-	6,240.82
Holiday/Vacation Payout	-	45,886.87	-	(45,886.87)
Sick Leave Buy Back	15,500	7,651.48	-	7,848.52
PERSERS Retirement	168,900	78,644.47	-	90,255.53
CalPERS Unfunded Liability	220,100	-	-	220,100.00
Fringe Benefits	242,200	97,802.40	-	144,397.60
Medicare	17,800	8,287.54	-	9,512.46
Salary & Benefits Total	1,900,000	767,447.86	-	1,132,552.14
Maintenance & Operations				
Professional/Contractual Services	129,100	120,566.28	-	8,533.72
Professional Development	-	814.00	-	(814.00)
Membership and Dues	700	-	-	700.00
Material and Supplies	19,400	9,770.45	1,025.54	8,604.01
Advertising and Publication	-	-	-	-
Telephone and Wireless	800	67.54	-	712.46
Postage	20,400	12,025.54	-	8,374.46
Trustee Fees	2,800	2,625.00	-	175.00
Audit Fees	168,600	-	-	168,600.00
Maintenance & Operations Total	341,800	145,888.81	1,025.54	194,885.65
Internal Service Charges				
Workers' Compensation	64,500	-	-	64,500.00
Fleet Maintenance	-	-	-	-
General Liability	84,000	-	-	84,000.00
Internal Service Charges Total	148,500	-	-	148,500.00
Total Expenditures/Expenses	2,390,300	913,336.67	1,025.54	1,475,937.79

TOTAL BY FUND

FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	MAR 2023 YTD ENCUMBERED AMOUNT	MAR 2023 YTD AVAILABLE BUDGET
111- General Fund	1,187,200	504,266.42	1,025.54	681,908.04
216- Employees Retirement	348,900	32,582.82	-	316,317.18
219 - Sales Tax-Transit Proposition A	51,500	19,432.48	-	32,067.52
220 - Sales Tax-Transit Proposition C	30,900	12,652.01	-	18,247.99
222 - Measure R	35,900	15,599.22	-	20,300.78
275 - Successor Agency	117,200	40,771.33	-	76,428.67
283 - Sewer Maintenance	18,400	3,832.18	-	14,567.82
285 - Solid Waste Management	12,600	3,832.18	-	8,767.82
535 - Street Light & Landscape	58,900	26,222.67	-	32,677.33
681 - Water	431,700	217,608.73	-	214,091.27
745- Risk Management	97,100	36,536.63	-	60,563.37
TOTAL FINANCE BY FUND	2,390,300	913,336.67	1,025.54	1,475,937.79

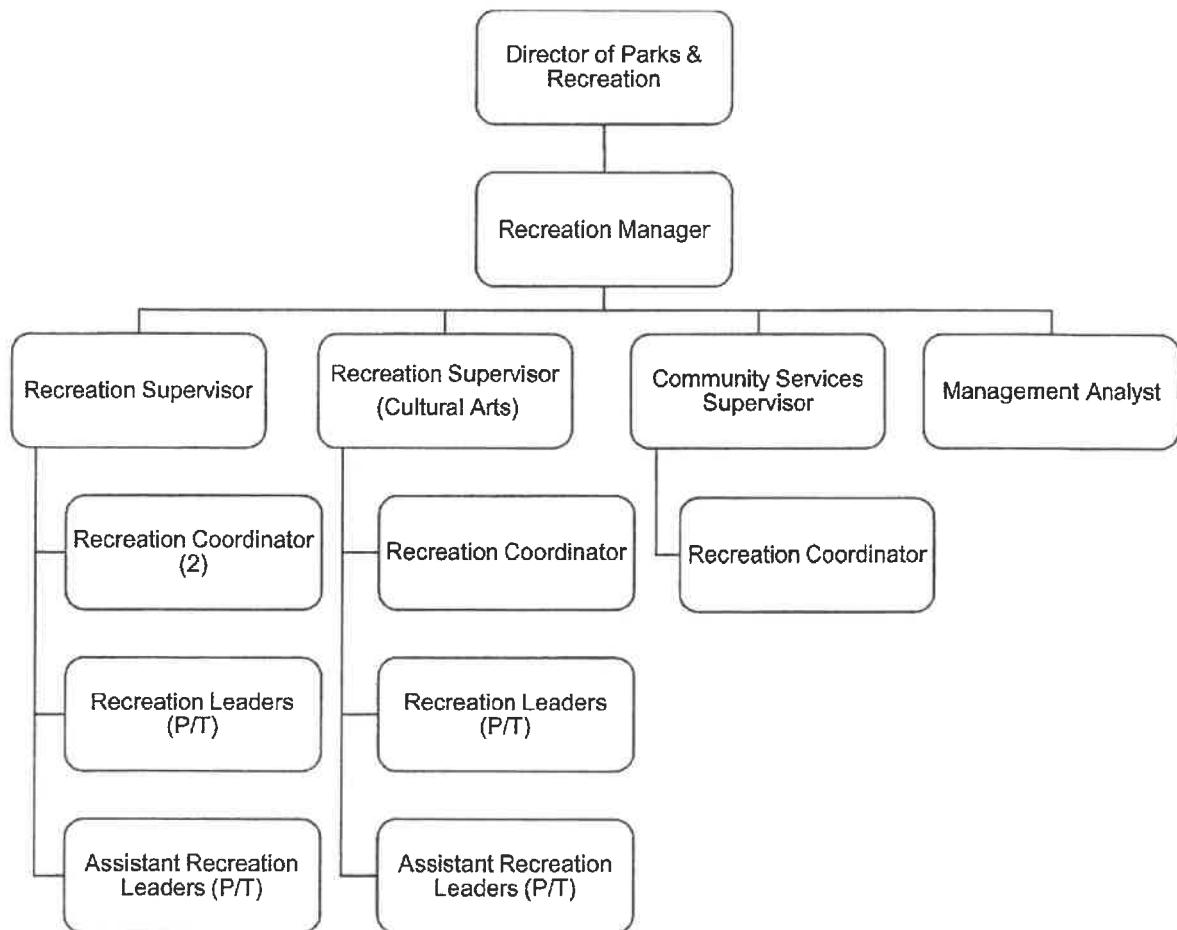
Departmental Expenditures
Fiscal Years 2017-18 to 2022-23





Parks & Recreation

Organizational Chart by Position



Parks & Recreation

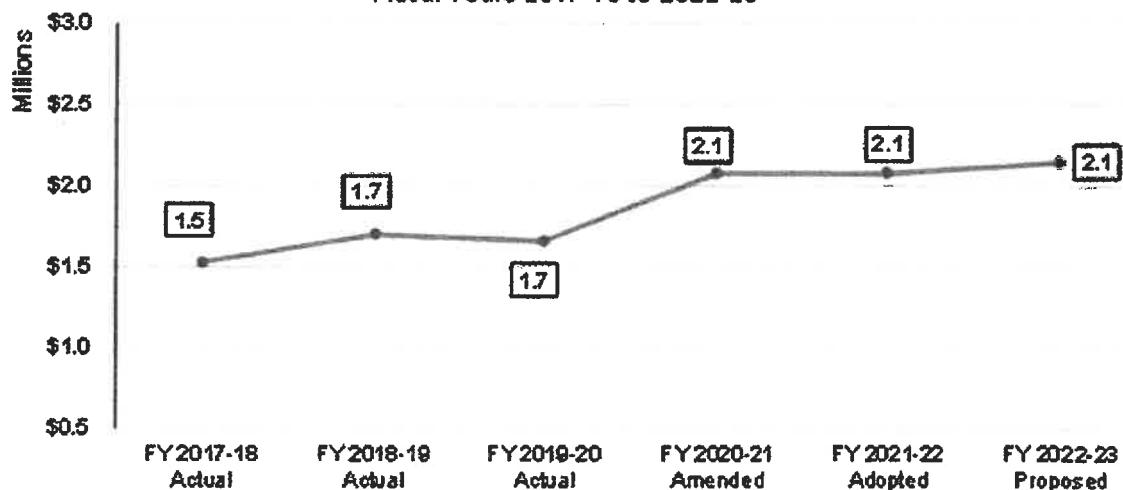
<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>March 2023 YTD Actual</u>	<u>March 2023 YTD Encumbrances</u>	<u>FY 2023 Available Budget</u>
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	709,200	502,099.73	-	207,100.27
Salaries Temporary/Part Time	195,400	164,937.56	-	30,462.45
Additional Pay	22,000	15,219.43	-	6,780.57
Allowances & Stipends	12,200	2,550.00	-	9,650.00
Overtime	1,400	9,847.20	-	(8,447.20)
Holiday/Vacation Payout		4,426.15	-	(4,426.15)
Sick Leave Buy Back	9,100	11,601.73	-	(2,501.73)
PARS/PERS Retirement	73,400	52,938.54	-	20,461.46
CalPERS Unfunded Liability	153,100		-	153,100.00
Fringe Benefits	174,100	95,035.31	-	79,064.69
Medicare	13,600	10,312.65	-	3,287.35
Salary & Benefits Total	1,363,500	868,968.29	-	494,531.71
<u>Maintenance & Operations</u>				
Office Equipment Maintenance	3,200	-	-	3,200.00
Equipment Rentals	5,100	-	-	5,100.00
Professional/Contractual Services	143,900	74,249.29	-	69,650.71
Professional Development		165.00	-	(165.00)
Referee Services	8,200	5,589.00	-	2,611.00
Membership and Dues	1,400	535.00	-	865.00
Material and Supplies	144,800	21,044.07	569.75	123,188.18
Telephone & Wireless	1,400	345.33	-	1,053.67
Advertising and Publication	-	-	-	-
Covid-19 Supplies	-	50,518.69	29,611.09	(80,128.78)
Maintenance	6,100	-	-	6,100.00
Holiday Parade	61,200	63,864.00	8,736.00	(11,400.00)
Fourth of July	25,500	-	-	25,500.00
Halloween	15,300	22,369.56	-	(7,069.56)
Public Events	400	7,557.83	-	(7,157.83)
Senior Dance Program	8,200	6,277.89	-	1,922.11
Senior Meal Program	10,200	-	-	10,200.00
Food Pantry	5,100	-	-	5,100.00
Improvements	25,500	-	-	25,500.00
Art Walk on Pacific	25,500	300.00	-	25,200.00
Youth Football Program (CDBG Funded)	15,000	-	-	15,000.00
5K & Health Expo	45,000	-	-	45,000.00
Diabetic Friendly Menu Pilot Program	20,000	-	-	20,000.00
Maintenance & Operations Total	571,000	252,816.66	38,916.84	279,266.50
<u>Internal Service Charges</u>				
Workers' Compensation	59,100	-	-	59,100.00
Fleet Maintenance	34,500	-	-	34,500.00
General Liability	123,800	-	-	123,800.00
Internal Service Charges Total	217,400	-	-	217,400.00
<u>Capital Outlay</u>				
Equipment	71,800	83,045.00	42,885.00	(54,030.00)
Capital Outlay Total	71,800	83,045.00	42,885.00	(54,030.00)
Total Expenditures/Expenses	2,223,800	1,204,829.95	81,801.84	937,168.21

Parks & Recreation

TOTAL BY FUND

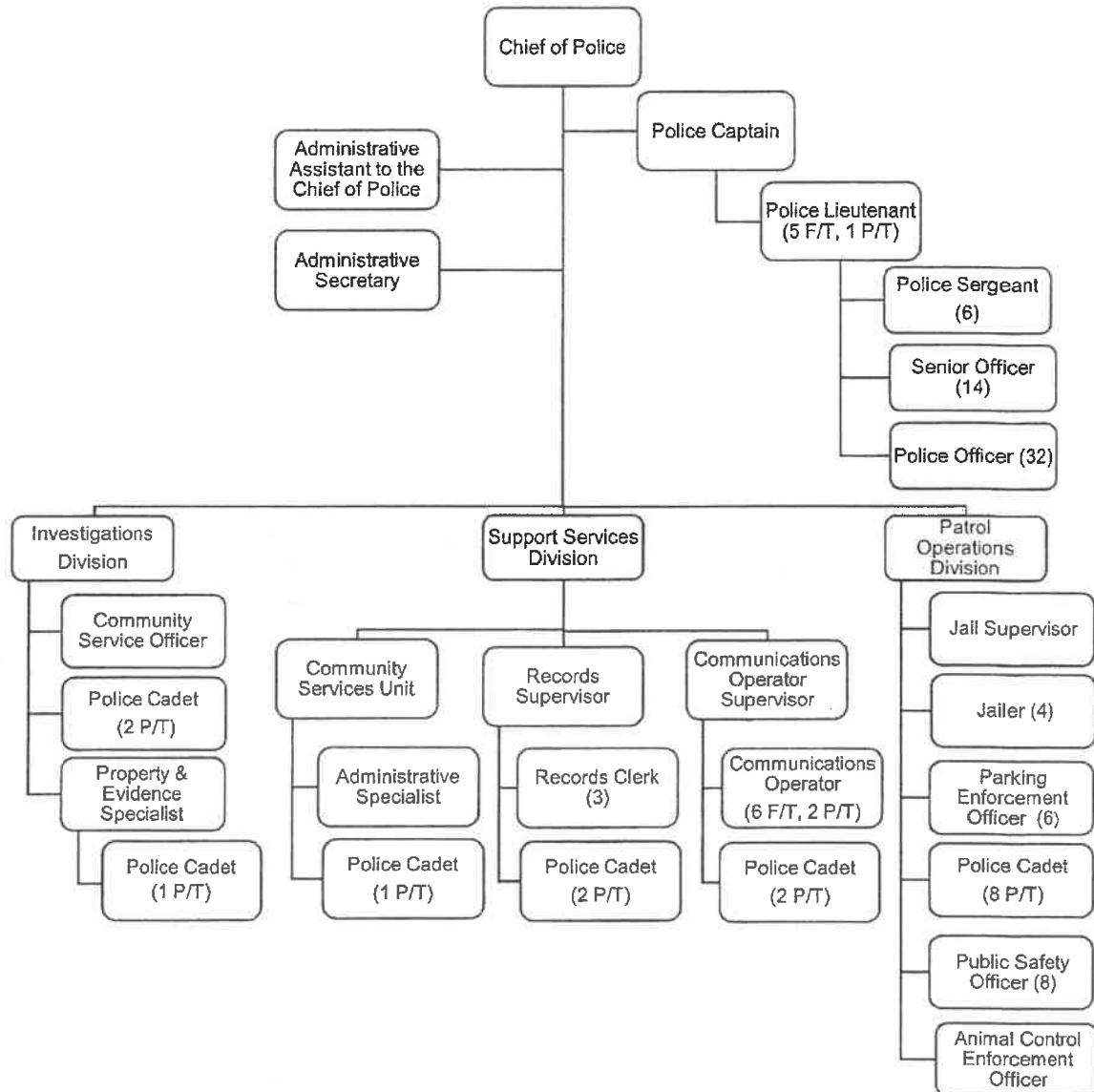
FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	MAR 2023 YTD ENCUMBERED AMOUNT	MAR 2023 YTD AVAILABLE BUDGET
111 - GENERAL	1,717,600	1,085,454.29	52,190.75	579,954.96
216 - EMPLOYEES RETIREMENT	228,500			228,500.00
232 - ART IN PUBLIC PLACES	200,100	25,783.37		174,316.63
239 - COMMUNITY DEVELOPMENT BLOCK GRANT	78,600	93,592.29	28,611.09	(43,603.38)
TOTAL PARKS & RECREATION BY FUND	2,223,800	1,204,829.95	81,801.84	937,168.21

Departmental Expenditures
Fiscal Years 2017-18 to 2022-23





Organizational Chart by Position



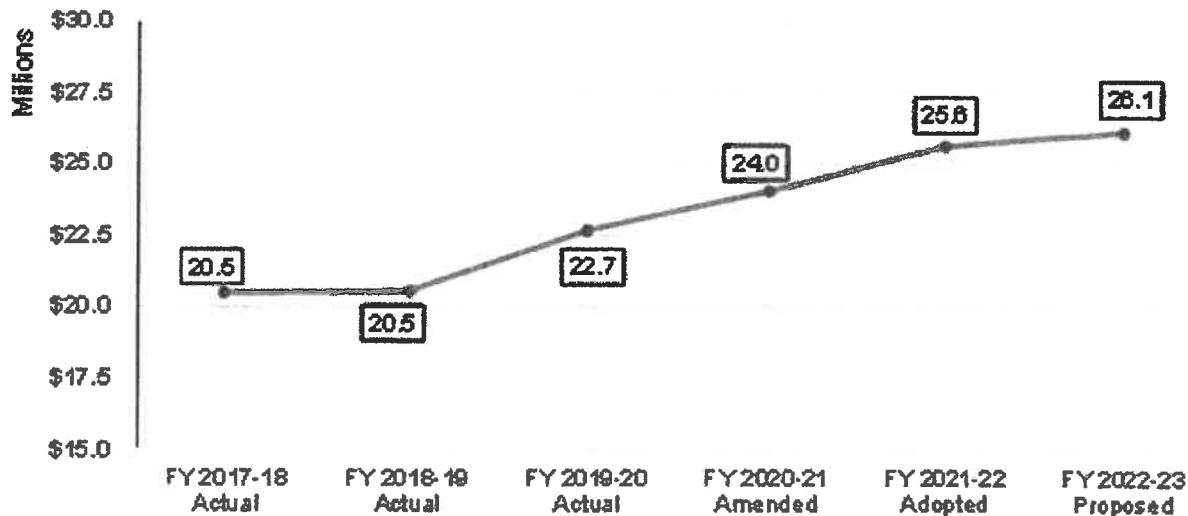
Police

<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>March 2023 YTD Actual</u>	<u>March 2023 YTD Encumbrances</u>	<u>FY 2023 Available Budget</u>
<u>Salaries & Benefits</u>				
Salaries: Permanent/Full Time	8,389,500	5,816,870.13	-	2,572,629.87
Salaries Temporary/Part Time	217,000	149,462.61	-	68,137.19
Additional Pay	364,000	154,481.93	-	209,518.07
Allowances & Stipends	94,800	67,450.00	-	27,350.00
Overtime	767,500	393,788.61	-	373,711.39
Holiday/Vacation Payout	341,600	243,800.33	-	(2,200.33)
Sick Leave Buy Back	95,800	96,632.24	-	(832.24)
PERS/PERS Retirement	1,889,100	1,132,953.61	-	756,148.39
CalPERS Unfunded Liability	3,611,900	-	-	3,611,900.00
Fringe Benefits	1,841,200	853,418.63	-	987,781.37
Medicare	134,500	101,375.26	-	33,124.74
Salary & Benefits Total	17,747,500	9,110,233.65	-	8,637,266.45
<u>Maintenance & Operations</u>				
Professional/Contractual Services	542,400	771,620.76	117,584.88	(346,805.64)
Professional Development	6,100	64,009.18	-	(58,909.18)
Material and Supplies	108,900	79,381.28	5,807.69	21,711.03
Telephone & Wireless	127,500	89,054.70	-	37,845.30
Equipment Rental	25,600	3,310.06	-	22,189.35
IT Services	296,300	226,570.50	-	69,729.50
Medical Services	21,400	-	-	21,400.00
Pension Obligation Bonds	2,402,700	2,397,323.30	-	5,376.70
Vehicle Leases	25,500	-	-	25,500.00
Moving Violations Surcharge	316,200	-	-	316,200.00
Retiree Health Insurance Premium	1,305,000	-	-	1,305,000.00
Electric and Gas Charges	83,000	71,157.03	-	12,442.92
Citation Parking Collections	-	165,109.41	-	(165,109.41)
Maintenance & Operations Total	5,258,100	3,868,136.86	123,392.57	1,266,570.57
<u>Internal Service Charges</u>				
Workers' Compensation	786,700	-	-	786,700.00
Fleet Maintenance (Includes Fuel)	552,200	6,520.23	-	545,679.77
General Liability	1,551,700	-	-	1,551,700.00
Internal Service Charges Total	2,900,600	6,520.23	-	2,894,079.77
<u>Capital Outlay</u>				
Equipment	239,000	(139,533.58)	10,078.53	368,455.05
Capital Outlay Total	239,000	(139,533.58)	10,078.53	368,455.05
Total Expenditures/Expenses	26,145,200	12,845,367.06	133,471.10	13,166,371.84

TOTAL BY FUND

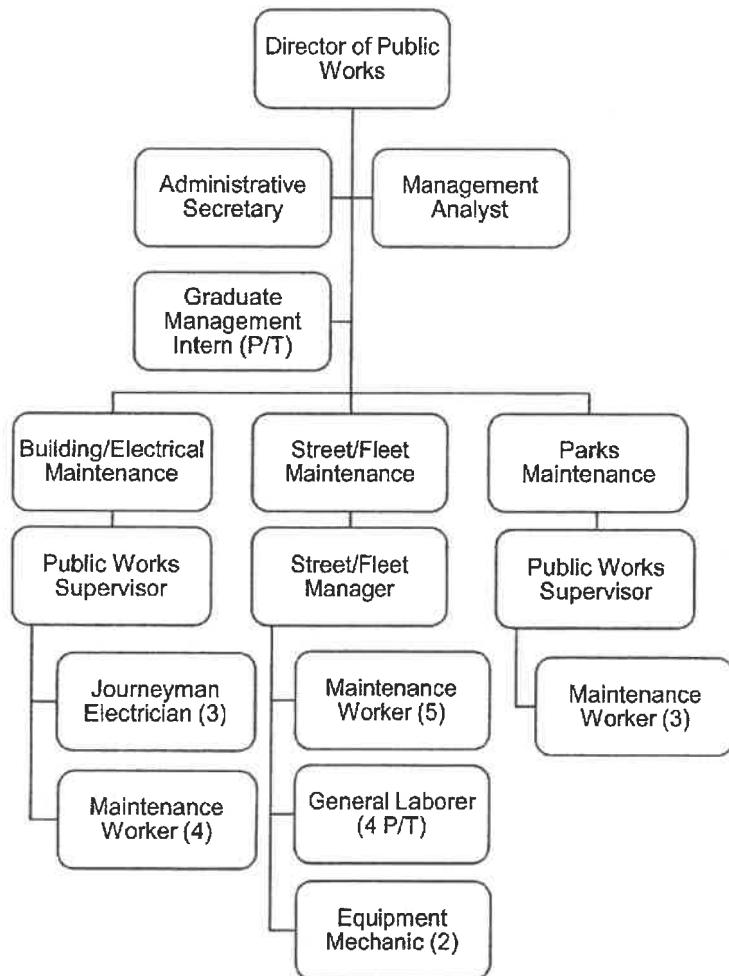
FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	MAR 2023 YTD ENCUMBERED AMOUNT	MAR 2023 YTD AVAILABLE BUDGET
111 - GENERAL	16,843,000	10,228,823.66	130,790.43	6,483,385.91
121 - WELFARE INMATE	8,100	18,115.03	-	(10,015.03)
122 - PREVENTION INTERVENTION	27,400	-	-	27,400.00
216 - EMPLOYEES RETIREMENT	7,621,800	2,397,323.30	-	5,224,476.70
217 - OTHER POST-EMPLOYMENT BENEF	1,305,000	-	-	1,305,000.00
224 - OFFICE OF TRAFFIC & SAFETY	72,700	16,585.58	-	56,114.42
225 - CAL COPS	239,000	34,560.31	-	204,439.69
226 - AIR QUALITY MANAGEMENT TRUST	25,500	-	-	25,500.00
227 - OFFICE OF CRIMINAL JUSTICE	2,700	-	-	2,700.00
229 - POLICE FORFEITURE	-	(35,613.39)	-	35,613.39
230 - Homeland Security Fund	-	184,057.36	2,680.67	(186,778.02)
233 - Bullet Proof Vest Grant	-	1,465.22	-	(1,465.22)
TOTAL POLICE BY FUND	26,145,200	12,845,357.06	133,471.10	13,186,371.84

Departmental Expenditures
Fiscal Years 2017-18 to 2022-23





Organizational Chart by Position



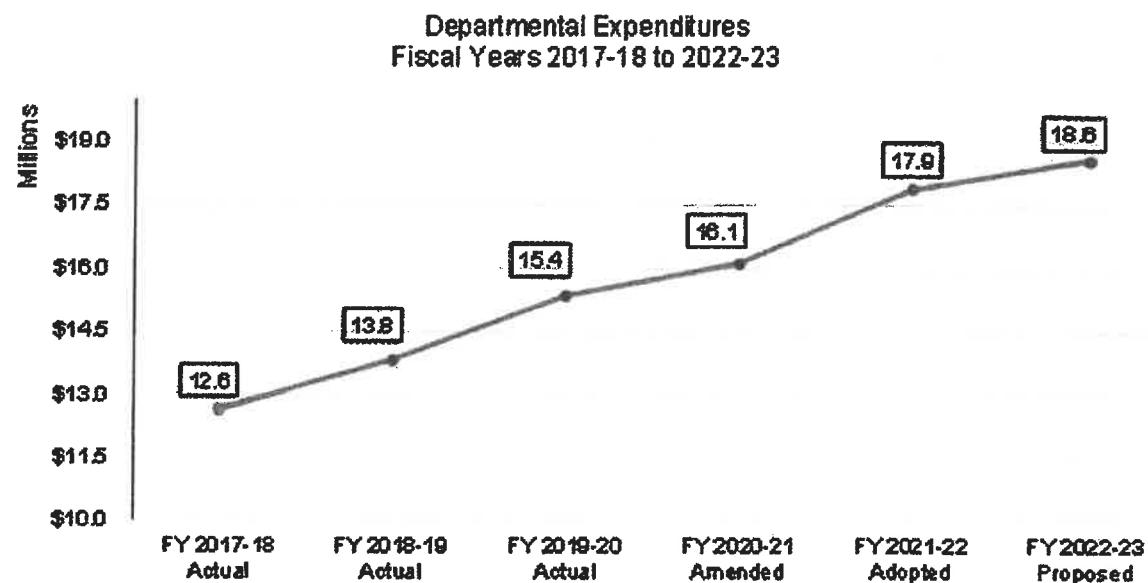
Public Works

Expenditure/Expense Classification	FY 2023 Adopted Budget	March 2023 YTD Actual	March 2023 YTD Encumbrances	FY 2023 Available Budget
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	1,711,300	1,239,387.26	-	471,912.74
Salaries Temporary/Part Time	95,100	64,111.08	-	30,988.92
Additional Pay	75,000	41,827.67	-	33,172.33
Allowances & Stipends	6,100	2,917.55	-	3,182.45
Overtime	89,700	65,019.81	-	24,680.19
Holiday/Vacation Payout	-	5,788.33	-	(5,788.33)
Sick Leave Buy Back	21,500	26,824.13	-	(5,324.13)
PARS/PERS Retirement	347,300	234,496.73	-	112,803.27
CalPERS Unfunded Liability	359,400	-	-	359,400.00
Fringe Benefits	483,000	293,806.36	-	189,193.64
Medicare	27,800	21,046.95	-	6,753.05
Salary & Benefits Total	3,216,200	1,995,225.87	-	1,220,974.13
<u>Maintenance & Operations</u>				
Office Equipment Maintenance	4,100	5,406.59	-	(1,306.59)
Professional/Contractual Services	4,968,200	3,315,097.76	1,983,297.84	(330,195.60)
Membership and Dues	45,200	200.00	-	45,000.00
Material and Supplies	458,900	222,359.65	16,787.77	219,752.58
Advertising and Publication	17,300	-	-	17,300.00
Telephone & Wireless	65,500	55,011.64	500.00	9,988.36
Electric and Gas Charges	652,800	367,052.93	-	285,747.07
Equipment Rental	13,300	10,848.60	3,720.97	(1,269.57)
Building Maintenance	127,500	126,428.74	157,399.55	(156,328.29)
Vehicle/Transit Maintenance	322,300	277,444.57	11,101.92	33,753.51
Water Purchase/Supply	3,031,400	2,069,222.11	37,289.00	924,888.89
Permits and Fees	133,800	77,762.82	-	56,037.18
Water and Sewer Maintenance	377,400	-	-	377,400.00
Fixed Route Transit	1,252,200	717,997.00	-	534,803.00
Dial-A-Ride	858,600	624,729.97	217,020.03	16,850.00
Recreation Transit	10,200	-	-	10,200.00
Bus Passes	65,300	5,790.60	-	59,509.40
Fuel and Oil	362,100	310,571.19	27,481.97	24,046.84
Account Write Off	-	(7.02)	-	7.02
Storm Water WMP	-	64,277.13	16,996.98	(81,274.11)
Street Light Supplies	-	-	-	-
Other Improvements	-	20,636.00	1,312.00	(21,948.00)
Maintenance & Operations Total	12,766,100	8,270,230.28	2,472,908.03	2,022,961.69
<u>Internal Service Charges</u>				
Workers' Compensation	182,200	-	-	182,200.00
Fleet Maintenance	336,500	269,838.43	23,445.34	43,216.23
General Liability	1,505,700	-	-	1,505,700.00
Internal Service Charges Total	2,024,400	269,838.43	23,445.34	1,731,116.23

Public Works

<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>March 2023 YTD Actual</u>	<u>March 2023 YTD Encumbrances</u>	<u>FY 2023 Available Budget</u>
<u>Capital Outlay</u>				
Equipment	573,100	185,598.76	698,213.54	(310,712.30)
Streetlight Renovations	-	916,360.68	-	(916,360.68)
City Wide Fire Alarm Syst	-	70,101.22	28,577.30	(98,678.52)
Zoe Ave Trench & Pavement	-	75.00	-	(75.00)
Capital Outlay Total	573,100	1,172,135.66	726,790.84	(1,325,826.50)
Total Expenditures/Expenses	18,579,800	11,707,430.24	3,223,144.21	3,649,225.55
TOTAL BY FUND				
<u>FUND TITLE</u>	<u>BUDGET AMOUNT</u>	<u>MAR 2023 YTD ACTUAL AMOUNT</u>	<u>ENCUMBERED AMOUNT</u>	<u>AVAILABLE BUDGET</u>
111- General Fund	4,486,000	3,023,280.67	1,400,298.58	42,420.75
210- Measure M	47,700	67,436.00	1,312.00	(21,048.00)
216- Employees Retirement	427,700	-	-	427,700.00
219- Sales Tax-Transit Prop A	1,450,000	946,148.90	228,121.95	275,729.15
220- Sales Tax-Transit Prop C	889,300	452,642.41	72,137.15	364,520.44
221- State Gasoline Tax	2,007,500	1,257,111.99	241,556.69	508,831.32
222- Measure R	805,800	481,223.81	100,000.00	224,576.19
283- Sewer Maintenance	231,100	123,968.81	47,087.70	60,043.49
285- Solid Waste Management	54,200	31,551.73	46,697.50	(24,049.23)
287- Solid Waste Recycle Grant	32,200	15,134.77	2,500.00	14,565.23
535- Street Light and Landscape	1,275,800	810,001.57	361,405.34	104,393.09
681- Water	5,926,100	3,582,739.50	583,084.80	1,760,275.70
741- Fleet Maintenance	966,400	916,190.08	138,942.50	(88,732.58)
	18,579,800	11,707,430.24	3,223,144.21	3,649,225.55

Public Works



Non-Departmental

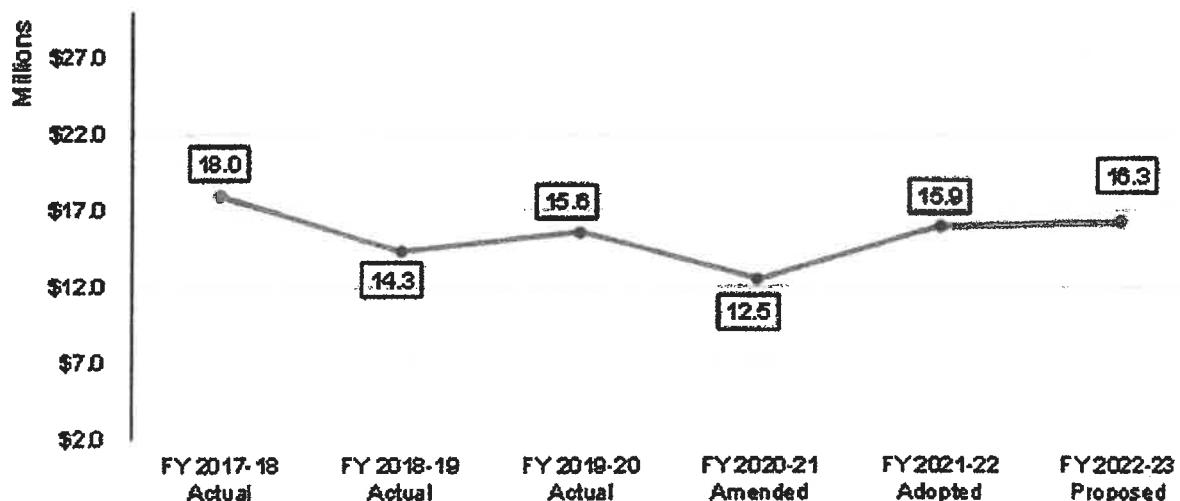
<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>March 2023 YTD Actual</u>	<u>March 2023 YTD Encumbrances</u>	<u>FY 2023 Available Budget</u>
<u>Maintenance & Operations</u>				
Material and Supplies	4,100	77.12	-	4,022.88
Professional/Contractual Services	443,400	673,954.51	-	(230,554.51)
Telephone & Wireless	177,700	116,642.64	-	61,057.36
Postage	10,700	24,350.03	-	(13,695.03)
Equipment	475,886.54	183,725.34	-	(609,611.88)
Equipment Rental	46,400	19,018.29	-	27,381.71
County Admin Fee	16,800	1,911.05	-	14,888.95
Risk Management Premium	2,785,400	3,109,937.27	-	(324,537.27)
Retiree Health Insurance Premium	690,400	1,440,157.59	-	(749,757.59)
Sales Tax Rebate	329,500	-	-	329,500.00
Unemployment Insurance	66,300	-	-	66,300.00
Tuition Assistance	25,500	24,999.98	-	500.01
Bank Services	102,000	2,240.33	-	99,759.67
Financial Systems	467,700	280,693.80	-	187,006.20
Debt Service	7,354,800	5,458,213.75	-	1,896,396.24
Housing Authority	-	-	-	-
Transfers	-	-	-	-
Risk Management Claims	1,723,800	-	-	1,723,800.00
Citation Parking Collections	-	38,038.36	-	(38,038.36)
Covid-19 Supplies	-	-	-	-
Senior Income PRG	-	2,690,200.00	-	(2,690,200.00)
Land Sale Costs	-	-	-	-
Other Expenses	-	471,490.92	18,000.00	(489,490.92)
Personnel Adjustment Savings	-	-	-	-
Annual Cost of Living Adjustment Savings	-	-	-	-
Maintenance & Operations Total	14,244,300	14,827,857.20	201,725.34	(785,282.54)
<u>Internal Service Charges</u>				
Other Post-Employment Benefits	2,006,900	-	-	2,006,900.00
IRS - Benefits Active EEs	-	132,565.54	-	(132,565.54)
Internal Service Charges Total	2,006,900	132,565.54	-	1,874,334.46
<u>Capital Outlay</u>				
Equipment	-	493,484.66	77,673.60	(511,158.26)
Capital Outlay Total	-	493,484.66	77,673.60	(511,158.26)
Total Expenditures/Expenses	16,251,200	15,453,907.40	279,398.94	517,893.66

Non-Departmental

TOTAL BY FUND

FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	MAR 2023 YTD ENCUMBERED AMOUNT	MAR 2023 YTD AVAILABLE BUDGET
111 - GENERAL	6,825,300	5,113,284.58	279,398.94	1,232,616.48
216 - EMPLOYEES' RETIREMENT	2,500	-	-	2,500.00
217 - OTHER POST-EMPLOYMENT BENEFITS	701,900	1,445,714.83	-	(743,914.83)
219 - SALES TAX: TRANSIT PROPOSITION A	6,800	-	-	6,800.00
220 - SALES TAX: TRANSIT PROPOSITION C	21,200	-	-	21,200.00
221 - STATE GASOLINE TAX	40,800	-	-	40,800.00
222 - MEASURE R	3,600	-	-	3,600.00
275 - SUCCESSOR AGENCY	4,281,400	3,897,673.08	-	393,726.32
283 - SEWER MAINTENANCE	2,800	-	-	2,800.00
285 - SOLID WASTE MANAGEMENT	1,300	-	-	1,300.00
475 - PUBLIC FINANCING AUTHORITY	574,700	558,171.91	-	16,528.09
635 - STREET LIGHT & LANDSCAPE	990,800	1,003,161.93	-	(12,361.93)
691 - WATER	46,600	-	-	46,600.00
745 - RISK MANAGEMENT	2,951,900	3,435,900.47	-	(484,000.47)
	16,251,200	15,463,907.40	279,398.94	517,893.66

Departmental Expenditures
Fiscal Years 2017-18 to 2022-23



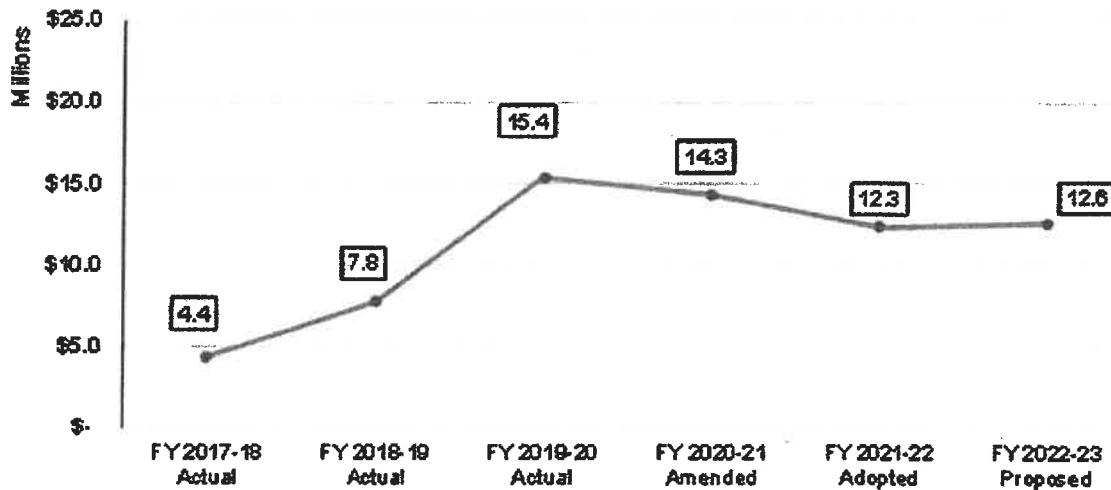
Capital Improvement Program

Function Score	Project Description	FY 2023 Adopted Budget	March 2023 YTD Actual	March 2023 YTD Expenditures	FY 2023 Available Budget
ATP Cycle Projects					
210-8080-431.75-10	ATP Cycle 2 Construction	523,700	-	-	523,700.00
111-8080-431.75-10	ATP Cycle 2 Construction	4,600	-	-	4,600.00
234-8080-431.75-19	ATP Cycle 2 Design	45,900	-	-	45,900.00
202-8080-431.75-20	ATP Cycle 3	963,800	941,163.82	4,184.00	18,562.12
222-8080-431.75-20	ATP Cycle 3	107,100	81,510.00	42,836.00	2,854.00
202-8080-431.75-21	ATP Cycle 4	293,800	101,540.00	8,800.00	183,460.00
202-8080-431.75-23	ATP Cycle 5	262,100	59,737.10	121,622.90	70,580.00
222-8080-431.75-22	ATP Cycle 5	45,900	-	-	45,900.00
ATP Cycle Projects Total		2,947,900	1,181,198.92	157,142.00	886,758.12
Shawnee Avenue Corridor Relocation Project					
222-8010-431.75-06	Shawnee Avenue Corridor Relocation Project	237,700	108,774.15	67,106.97	51,812.00
Shawnee Avenue Corridor Relocation Project Total		237,700	108,774.15	67,106.97	51,812.00
Water Main Replacement Project					
661-8030-431.75-14	Water Main Replacement	1,205,100	-	-	1,205,100.00
Water Main Replacement Project Total		1,205,100	-	-	1,205,100.00
LA County Walnut Street ET AL					
221-8010-431.75-22	LA County Walnut Street ET AL	612,000	290,000.00	-	322,000.00
LA County Walnut Street ET AL Total		612,000	290,000.00	-	322,000.00
881 Street Enhancement Program					
221-8010-431.75-12	881 Street Enhancement Program - Design & Construction	2,484,500	-	-	2,484,500.00
111-8010-431.75-12	881 Street Enhancement Program - Construction Services	1,160,300	-	-	1,160,300.00
881 Street Enhancement Program Total		3,644,800	-	-	3,644,800.00
881 Street Enhancement Project 881 Avenue and Santa Fe Avenue					
221-8010-431.75-12	881 Street Enhancement Construction & Inspection Services	816,000	1,017,412.19	1,543,827.90	(1,745,240.09)
111-8010-431.75-12	881 Street Enhancement Construction & Inspection Services	765,000	164,487.36	763,401.99	(112,871.25)
239-8010-431.75-12	881 Street Enhancement - Construction	2,040,000	2,961,496.00	-	691,496.00
881 Street Enhancement Project 881 Avenue and Santa Fe Avenue Total		3,621,000	4,142,396.55	2,907,221.78	(2,829,667.34)
College Reservoir Well 15					
233-8040-432.75-15	College Reservoir Well 15	255,000	-	-	255,000.00
661-8030-431.75-15	College Reservoir Well 15	471,900	-	647,771.50	(175,815.00)
661-8030-431.75-26	College Reservoir Well 15	-	-	116,961.43	(116,961.43)
College Reservoir Well 15 Total		726,900	-	764,678.43	(37,772.63)
CPS & ARS Installation Project					
111-8031-433.75-17	CPS & ARS Installation Project	127,500	81,463.50	366,841.75	(313,605.25)
111-8031-433.75-17	Catch Basin Inventory and Inspection	119,900	-	-	119,900.00
111-8031-433.75-17	MS4 Compliance Services	120,400	-	-	120,400.00
CPS & ARS Installation Project Total		367,800	81,463.50	366,841.75	(78,366.25)
Security Upgrades at Parks/Community Center					
535-8010-415.75-24	Security Upgrades at Parks/Community Center	30,500	-	-	30,500.00
Security Upgrades at Parks/Community Center Total		30,500	-	-	30,500.00
Water Tower Art Restoration					
232-8010-419.75-25	Water Towers Art Restoration	102,000	80,730.00	-	21,270.00
Water Tower Art Restoration Total		102,000	80,730.00	-	21,270.00
Grand Total		12,694,900	(6,386,444.15)	3,936,710.34	3,042,965.99

Capital Improvement Program

Funding Source	Project Description	FY 2023 Adopted Budget	March 2023 YTD Actual	March 2023 YTD Expenditure to Date	FY 2023 Available Budget
TOTAL BY FUND					
	FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	ENCUMBERED AMOUNT	AVAILABLE BUDGET
111 - GENERAL		2,287,700	2,453,930.88	1,123,045.64	926,723.50
202 - CROSSWALKS		1,612,000	1,162,490.98	144,608.00	272,702.12
210 - MEASURE M		222,700	-	-	222,700.00
221 - STATE GASOLINE TAX FUND		1,912,500	1,307,412.18	1,543,827.50	1,261,269.31
222 - MEASURE R		390,000	170,384.15	109,564.29	110,672.88
222 - ART IN PUBLIC PLACES		162,000	80,730.00	-	212,700.00
230 - COMMUNITY DEVELOPMENT BLOCK GRANT		2,040,000	2,361,496.00	-	(521,496.00)
263 - SEWER		256,000	-	-	256,000.00
334 - PEDESTRIKE PATH		45,000	-	-	45,000.00
335 - STREET LIGHTING AND LANDSCAPE		30,000	-	-	30,600.00
501 - WATER		1,677,000	-	764,876.43	912,323.57
TOTAL CAPITAL IMPROVEMENT PROGRAM BY FUND		12,594,900	6,686,444.18	3,885,799.24	3,040,655.58

Capital Improvement Program Expenditures
Fiscal Years 2017-18 to 2022-23





Full-Time and Part-Time Positions

Department	Position Title	Fiscal Year	Fiscal Year	Fiscal Year
		2022-2023 Adopted	2022-2023 Filled	2022-2023 Unfilled
City Council				
	City Council	5	5	0
	Administrative Analyst	1	1	0
	Total	6	6	0
City Manager				
	City Manager	1	1	0
	Assistant City Manager	1	1	0
	Executive Assistant to the City Manager	-	-	-
	Administrative Assistant to the City Manager	1	1	0
	Administrative Clerk	-	-	-
	Total	3	3	0
City Clerk				
	City Clerk	1	1	0
	Deputy City Clerk	1	0	1
	Administrative Assistant	1	1	0
	Total	3	2	1
Communications & Community Relations				
	Director of Communications & Community Relations	1	1	0
	Administrative Specialist	1	1	0
	Total	2	2	0
Community Development				
	Director of Community Development	1	1	0
	Administrative Analyst	-	-	-
	Administrative Clerk	0	1	-1
	Administrative Specialist	1	0	1
	Project Manager	1	1	0
	Planning Manager	1	1	0
	Assistant Planner	1	1	0
	Associate Planner	1	1	0
	Permit Technician	0	0	0
	Code Enforcement Manager	1	1	0
	Code Enforcement Officer	4	3	1
	Graduate Management Intern (P/T)	-	-	-
	Planning Intern (P/T)	1	1	0
	Total	12	11	1
Human Resources				
	Human Resources Manager	1	0	1
	Human Resources Supervisor	0	1	-1
	Management Analyst	1	0	1
	Human Resources Assistant	1	1	0
	Total	3	2	1

Full-Time and Part-Time Positions

Department	Position Title	Fiscal Year 2022-2023 Adopted	Fiscal Year 2022-2023 Filled	Fiscal Year 2022-2023 Unfilled
Finance				
	Director of Finance	1	0	1
	Finance Manager	1	0	1
	Administrative Assistant	1	1	0
	Administrative Analyst	1	1	0
	Senior Management Analyst	1	0	1
	Budget Analyst	1	0	1
	Management Analyst	1	1	0
	Senior Accountant	1	1	0
	Accountant	1	0	1
	Financial Services Supervisor	1	0	1
	Finance Technician	1	0	1
	Finance Assistant I	2	2	0
	Finance Assistant II	1	1	0
	Administrative Specialist	1	2	-1
	Administrative Clerk (City Hall Reception)	1	2	-1
	Finance Intern	-	-	-
	Administrative Clerk (P/T)	-	-	-
	Total	16	11	5
Parks and Recreation				
	Director of Parks & Recreation	1	1	0
	Recreation Manager	1	1	0
	Recreation Supervisor	2	2	0
	Community Services Supervisor	1	1	0
	Management Analyst	1	1	0
	Recreation Coordinator	4	3	1
	Recreation Leader/Assistant Recreation Leader (P/T)	24	25	-1
	Police Cadet (P/T)	0	0	0
	Total	34	34	0
Police - Sworn				
	Chief of Police	1	1	0
	Police Captain	1	1	0
	Police Lieutenant	5	1	4
	Police Sergeant	6	6	0
	Senior Officer	14	12	2
	Police Officer	32	32	0
	Police Officer Trainee	0	5	-5
	Police Lieutenant (Professional Standards P/T)	1	1	0
	Police Sergeant (Fire Range Master P/T)	-	-	-
	Total	60	59	1

Full-Time and Part-Time Positions

Department	Position Title	Fiscal Year 2022-2023 Adopted	Fiscal Year 2022-2023 Filled	Fiscal Year 2022-2023 Unfilled
Police (Non-Sworn)				
	Administrative Assistant to the Chief of Police	1	1	0
	Administrative Secretary	1	1	0
	Administrative Specialist	1	0	1
	Animal Enforcement Officer	1	1	0
	Communications Operator Supervisor	1	1	0
	Communications Operator	6	6	0
	Communications Operator (P/T)	2	2	0
	Community Service Officer	1	1	0
	Jailer Supervisor	1	1	0
	Jailer	4	4	0
	Parking Enforcement Officer	6	6	0
	Police Cadets (P/T)	16	14	2
	Police Records Supervisor	1	1	0
	Police Records Coordinator	-	-	-
	Police Records Clerk	3	3	0
	Public Safety Officer	8	8	0
	Property & Evidence Specialist	1	1	0
	Total	54	51	3
Public Works				
	Director of Public Works	1	1	0
	Administrative Secretary	1	1	0
	Street/Fleet Manager	1	1	0
	Equipment Mechanic	2	2	0
	J Journeyman Electrician	3	3	0
	Maintenance Worker	12	12	0
	Management Analyst	1	0	1
	Public Works Supervisor	2	2	0
	Recycling Coordinator	-	-	-
	Staff Analyst - Field Services	-	-	-
	Storekeeper	-	-	-
	General Laborer (P/T)	4	3	1
	General Laborer (P/T) (Temporary)	-	-	-
	Graduate Management Intern (P/T)	1	0	1
	Total	28	25	3
	Grand Total	221	206	15



ATTACHMENT "B"

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK, CALIFORNIA,
APPROVING THE THIRD QUARTER (Q3) BUDGET
AMENDMENTS AS OF MARCH 31, 2023.**

WHEREAS, the City is committed to upholding the highest standards of fiscal stewardship; and

WHEREAS, the City recognizes that 2023 is quickly becoming a year of financial volatility, bank failures, and economic uncertainty; and

WHEREAS, the City requires that more frequent financial and budget updates are necessary to make adjustments where necessary, and to identify economic trends that may negatively impact the organization; and

WHEREAS, through quarterly financial and budget reporting, the City can more quickly make an adjustment in spending and budgets as necessary to address changing market forces in the economy.

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

SECTION 1. That the Q3 Quarterly Budget Status report be received, analyzed, and filed as attached to this Budget Resolution.

SECTION 2. That the list of Q3 budget amendments for various operating expenditure line items be approved as shown in **Exhibit A** attached to this Budget Resolution.

SECTION 3. That Citywide CIP Fund 787 be established, transferring CIP project “expenditure” budgets as shown in attached **Exhibit B**, to allow consolidation of all capital improvement projects into new Citywide CIP Fund 787.

SECTION 4. That accounting journal entry numbers 2063 and 2065, posted by the City's previous Finance Director in fiscal year 2020, be approved for the total amount of \$901,635.46 in total inter-fund cash transfers, out of the General Fund and into Special Funds, as shown in attached **Exhibit C** to eliminate deficit cash balances in those funds as of June 30, 2020.

(Signature on the following page)

1 **PASSED, APPROVED AND ADOPTED this 18th day of April 2023.**
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Eduardo Martinez,
6 **Mayor**

7 **ATTEST:**
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Eduardo Sarmiento,
2 **City Clerk**

Monthly Budget Status Report

Q3 – FY 2023

Exhibit “A”

FY 22-23 Budget Appropriation Request		
Account No	Q3 2023 Adjustment	Reason
111-8010-415.62-10	2,500	Southern CA Edison increased their rates.
111-8010-431.13-00	2,000	OT standby pay per MOU: Upcoming City events.
111-8010-431.44-10	27,500	Rental of the Generator on Pacific Blvd.
111-8020-431.13-00	30,000	OT standby pay per MOU: Upcoming City events.
111-8020-431.43-10	10,000	Public Works Yard: Building maintenance.
111-8020-431.62-10	20,000	Southern CA Edison and SoCal Gas increased their rates.
111-8020-431.84-00	500	Memberships and meetings.
111-8022-419.43-10	9,000	Courthouse: Building Maintenance.
111-8022-419.62-10	30,000	Southern CA Edison and SoCal Gas increased their rates.
111-8023-451.43-10	6,000	Park Buildings: Building Maintenance.
111-8023-451.61-20	3,000	Splash pad at Salt Lake Park requires supplies.
111-8023-451.62-10	60,000	Southern CA Edison and SoCal Gas increased their rates.
111-8080-431.56-62	3,500	Increase accounts for contract services (existing POs).
219-8085-431.56-43	136,000	Fixed Transit Route.
219-8085-431.58-50	6,000	Bus shuttle passes for seniors and disabled.
220-8085-431.56-43	136,000	Fixed Transit Route.
221-8010-431.61-21	10,000	Purchase of concrete mix for repairs.
221-8014-429.61-20	35,000	Traffic signal equipment, wires, signal heads, etc.
221-8014-429.62-10	35,000	Southern CA Edison and SoCal Gas increased their rates.
222-8010-431.56-43	136,000	Fixed Transit Route.
222-8080-431.56-41	3,500	Increase accounts for contract services (existing POs).
535-8016-431.13-00	2,000	Streetlights: Replace light bulbs, wire, etc.
535-8016-431.61-45	15,000	Streetlights: Replace light bulbs, wire, etc.
535-8016-431.62-10	109,000	Southern CA Edison and SoCal Gas increased their rates.
535-8090-452.13-00	4,000	Increased tree maintenance (fallen trees due to weather).
681-8030-461.42-05	30,000	State Water Board: Permit fees for water wells.
741-8060-431.13-00	3,500	Generators exercised bimonthly: State requirement
741-8060-431.43-20	100,000	Maintenance of City vehicles. Increase in parts and labor.

FY 22-23 Budget Appropriation Request		
Account No	Q3 2023 Adjustment	Reason
741-8060-431.74-10	129,500	Police Department has overspent on this account (off set negative amount of \$68,945). Fleet Division needs a tire changer \$40,000 and tire balancer \$20,500. 43-year old and there are no replacement parts.
111-7010-421.53-10	27,000	2FA Project Implementation , Cell Phones issued to all sworn employees.
111-7010-421.59-15	12,000	Non-POST Training - Postponed Training due to Covid as well as required K9 Training.
111-7010-421.59-20	11,000	Mandated POST Training (Partially Reimbursable)
111-7010-421.59-30	9,000	Mandatory STC Training (Fully Reimbursable)
111-7010-421.61-20	15,000	Department Supplies & Expense -Unreconciled credit card charges
111-7030-421.61-20	2,000	Investigations - Supplies - Updated Field Identification Cards
111-7010-421.74-10	65,000	New Tasers and related accessories for field officers as well as replacement of other outdated equipment.
111-7022-421.13-10	13,500	Special Events postponed due to Covid.
111-7022-421.56-41	75,000	Unforeseen increase in the Crossing Guard contract.
111-7030-421.13-45	6,000	SERT Overtime - Unforeseen SWAT Operations.
111-7030-421.56-16	1,100	Unforeseen Victims' Medical Examinations
111-7030-421.56-41	10,000	Updated Investigative Software subscription for PD & Code Enforcement.
111-7040-421.61-33	5,000	Moving of Evidence Intake area due to roof leakage.
111-6020-451.56-41	4,000	Memorial Day event equipment rentals
111-6020-451.61-35	2,000	Supplies for upcoming events: Splash Pad, Memorial Day, Arts Festival
111-6030-451.61-35	4,000	Softball and Volleyball supplies for Spring seasons
111-9010-419.53-20	5,000	Postage has increased and mailings have increased
111-1010-411.61-20	153,000	FY 2022 Election invoices received in FY 2023; FY 2022 budget was not charged

Monthly Budget Status Report

Q3 – FY 2023

Exhibit “B”

Capital Improvement Program

Funding Source	Project Description	FY 2023 Adopted Budget	March 2023 YTD Actual	March 2023 YTD Encumbrances	FY 2023 Available Budget																																																																		
ATP Cycle Projects																																																																							
210-8080-431.73-10	ATP Cycle 2 Construction	323,700	-	-	323,700																																																																		
111-8080-431.73-10	ATP Cycle 2 Construction	4,600	-	-	4,600																																																																		
334-8080-431.76-19	ATP Cycle 3 Design	45,900	-	-	45,900																																																																		
202-8080-431.76-20	ATP Cycle 3	963,900	941,154	4,184	18,562																																																																		
222-8080-431.76-20	ATP Cycle 3	107,100	61,610	42,536	2,954																																																																		
202-8080-431.76-21	ATP Cycle 4	293,800	101,540	8,800	183,460																																																																		
202-8080-431.76-23	ATP Cycle 5	262,100	59,797	131,623	70,680																																																																		
222-8080-431.76-22	ATP Cycle 5	45,900	-	-	45,900																																																																		
ATP Cycle Projects Total		2,047,000	1,164,101	187,143	695,756																																																																		
Slauson Avenue Congestion Relief Improvements Project																																																																							
222-8010-431.76-06	Slauson Avenue Congestion Relief Improvements	237,700	108,774	67,107	61,819																																																																		
Slauson Avenue Congestion Relief Improvements Project Total		237,700	108,774	67,107	61,819																																																																		
Water Main Replacement Project																																																																							
681-8030-431.76-14	Water Main Replacement	1,205,100	-	-	1,205,100																																																																		
Water Main Replacement Project Total		1,205,100	-	-	1,205,100																																																																		
LA County Walnut Street ET AL																																																																							
221-8010-431.76-22	LA County Walnut Street ET AL	612,000	290,000	-	322,000																																																																		
LA County Walnut Street ET AL Total		612,000	290,000	-	322,000																																																																		
SB1 Street Enhancement Program																																																																							
221-8010-431.76-12	SB1 Street Enhancement Program - Design & Construction	2,484,500	-	-	2,484,500																																																																		
111-8010-431.76-12	SB1 Street Enhancement Program - Construction	1,160,300	-	-	1,160,300																																																																		
SB1 Street Enhancement Program Total		3,644,800	-	-	3,644,800																																																																		
SB1 Street Enhancement Project-Miles Avenue and Santa Fe Avenue																																																																							
221-8010-431.76-12	SB1 Street Enhancement-Construction & Inspection Services	816,000	1,017,412	1,543,828	(1,745,240)																																																																		
111-8010-431.76-12	SB1 Street Enhancement-Construction & Inspection Services	765,000	164,467	763,404	(162,871)																																																																		
239-8010-431.76-12	SB1 Street Enhancement - Construction	2,040,000	2,961,496	-	(921,496)																																																																		
SB1 Street Enhancement Project-Miles Avenue and Santa Fe Avenue Total		3,621,000	4,143,376	2,307,232	(2,829,607)																																																																		
Cottage Reservoir Well 15																																																																							
283-8040-432.76-18	Cottage Reservoir Well 15	255,000	-	-	255,000																																																																		
681-8030-461.76-18	Cottage Reservoir Well 15	471,900	-	647,715	(175,815)																																																																		
681-8030-461.76-26	Cottage Reservoir Well 15	-	-	116,961	(116,961)																																																																		
Cottage Reservoir Well 15 Total		726,900	-	764,676	(37,776)																																																																		
CPS & ARS Installation Project																																																																							
111-8031-433.76-17	CPS & ARS Installation Project	127,500	81,464	359,642	(313,605)																																																																		
111-8031-433.76-17	Catch Basin Inventory and Inspection	119,900	-	-	119,900																																																																		
111-8031-433.76-17	MS4 Compliance Services	120,400	-	-	120,400																																																																		
CPS & ARS Installation Project Total		367,800	81,464	359,642	(73,305)																																																																		
Security Upgrades at Parks/Community Center																																																																							
535-6010-415.76-24	Security Upgrades at Parks/Community Center	30,600	-	-	30,600																																																																		
Security Upgrades at Parks/Community Center Total		30,600	-	-	30,600																																																																		
Water Towers Art Restoration																																																																							
232-6010-419.76-25	Water Towers Art Restoration	102,000	80,730	-	21,270																																																																		
Water Towers Art Restoration Total		102,000	80,730	-	21,270																																																																		
Grand Total		\$ 12,594,900	\$ 5,868,444	\$ 3,685,800	\$ 3,040,656																																																																		
TOTAL BY FUND																																																																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FUND TITLE</th> <th style="text-align: left;">BUDGET AMOUNT</th> <th style="text-align: left;">MAR 2023 YTD ACTUAL AMOUNT</th> <th style="text-align: left;">ENCUMBERED AMOUNT</th> <th style="text-align: left;">AVAILABLE BUDGET</th> </tr> </thead> <tbody> <tr> <td>111 - GENERAL</td><td>2,297,700</td><td>164,467</td><td>763,404</td><td>1,369,829</td></tr> <tr> <td>202 - CROSSWALKS</td><td>1,519,800</td><td>1,102,491</td><td>144,607</td><td>272,702</td></tr> <tr> <td>210 - MEASURE M</td><td>323,700</td><td>-</td><td>-</td><td>323,700</td></tr> <tr> <td>221 - STATE GASOLINE TAX FUND</td><td>3,912,500</td><td>1,307,412</td><td>1,543,828</td><td>1,061,260</td></tr> <tr> <td>222 - MEASURE R</td><td>390,700</td><td>108,774</td><td>67,107</td><td>214,819</td></tr> <tr> <td>232 - ART IN PUBLIC PLACES</td><td>102,000</td><td>-</td><td>-</td><td>102,000</td></tr> <tr> <td>239 - COMMUNITY DEVELOPMENT BLOCK GR/</td><td>2,040,000</td><td>2,961,496</td><td>-</td><td>(921,496)</td></tr> <tr> <td>283 - SEWER</td><td>255,000</td><td>-</td><td>-</td><td>255,000</td></tr> <tr> <td>334 - PED/BIKE PATH</td><td>45,900</td><td>-</td><td>-</td><td>45,900</td></tr> <tr> <td>535 - STREET LIGHTING AND LANDSCAPE</td><td>30,600</td><td>-</td><td>-</td><td>30,600</td></tr> <tr> <td>681 - WATER</td><td>1,677,000</td><td>-</td><td>764,676</td><td>912,324</td></tr> <tr> <td colspan="2" style="text-align: right;">TOTAL CAPITAL IMPROVEMENT PROGRAM B)</td><td>\$ 12,594,900</td><td>\$ 5,644,641</td><td>\$ 3,283,622</td><td>\$ 3,666,637</td></tr> </tbody></table>						FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	ENCUMBERED AMOUNT	AVAILABLE BUDGET	111 - GENERAL	2,297,700	164,467	763,404	1,369,829	202 - CROSSWALKS	1,519,800	1,102,491	144,607	272,702	210 - MEASURE M	323,700	-	-	323,700	221 - STATE GASOLINE TAX FUND	3,912,500	1,307,412	1,543,828	1,061,260	222 - MEASURE R	390,700	108,774	67,107	214,819	232 - ART IN PUBLIC PLACES	102,000	-	-	102,000	239 - COMMUNITY DEVELOPMENT BLOCK GR/	2,040,000	2,961,496	-	(921,496)	283 - SEWER	255,000	-	-	255,000	334 - PED/BIKE PATH	45,900	-	-	45,900	535 - STREET LIGHTING AND LANDSCAPE	30,600	-	-	30,600	681 - WATER	1,677,000	-	764,676	912,324	TOTAL CAPITAL IMPROVEMENT PROGRAM B)		\$ 12,594,900	\$ 5,644,641	\$ 3,283,622	\$ 3,666,637
FUND TITLE	BUDGET AMOUNT	MAR 2023 YTD ACTUAL AMOUNT	ENCUMBERED AMOUNT	AVAILABLE BUDGET																																																																			
111 - GENERAL	2,297,700	164,467	763,404	1,369,829																																																																			
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Monthly Budget Status Report

Q3 – FY 2023

Exhibit “C”

City of Huntington Park
FINANCE DEPARTMENT



GL MAINTENANCE 67

POSTING DATE: 06/30/20
DATE PREPARED: 07/05/22
PREPARED BY: Charlie / Bun

APPROVED:

Group # 2063

JOURNAL VOUCHER

Jun-2020

NUMBER	ACCOUNT NUMBER	DEBIT	CREDIT	DESCRIPTION
1 JV0682	222-9070-415.93-49	67,600.00		JV0682 2017 Expense was for Bike Lane and not Crosswalk related.
2	202-0000-391.91-30		67,600.00	Operating transfer to zero out fund 202 negative cash balance
3				
4	222-0000-101.10-00		67,600.00	
5	202-0000-101.10-00	67,600.00		
6				
7	111-9070-419.93-49	29,386.60		ATP Expenditure in 2018 that went over revenue. Operating transfer to
8	202-0000-391.91-30		29,386.60	general 111 fund to zero out fund 202 negative cash
9				
10	111-0000-101.10-00		29,386.60	
11	202-0000-101.10-00	29,386.60		
12				
13	222-9070-415.93-49	104,606.73		Correct cash negative balance on Fund 200 that received too much expense from
14	200-0000-391.91-30		104,606.73	fund 222. Operating expense transfer to zero out negative cash
15				
16	222-0000-101.10-00		104,606.73	
17	200-0000-101.10-00	104,606.73		
18				
19	222-9070-415.93-49	20,000.00		Correct negative cash balance Fund 204
20	204-0000-391.91-30		20,000.00	Correct negative cash balance Fund 204
21				
22	222-0000-101.10-00		20,000.00	Correct negative cash balance Fund 204
23	204-0000-101.10-00	20,000.00		Correct negative cash balance Fund 204
24				
25	111-9070-419.93-49	4,022.65		Big Belly Solar Expense overage vs revenue. Operating transfer to zero
26	288-0000-391.91-30		4,022.65	negative cash balance
27				
28	111-0000-101.10-00		4,022.65	Big Belly Solar Expense overage vs revenue. Operating transfer to zero
29	288-0000-101.10-00	4,022.65		negative cash balance
30				
31	201-0000-101.10-00	18,543.92		Correct Cash Negative Balance fund 201 FY2019
32	201-0000-391.91-30		18,543.92	Correct Cash Negative Balance fund 201 FY2019
33				
34	111-9070-419.93-49	18,543.92		Correct Cash Negative Balance fund 201 FY2019
35	111-0000-101.10-00		18,543.92	Correct Cash Negative Balance fund 201 FY2019
36				
37	227-0000-101.10-00	48,853.05		Correct Cash Negative Balance fund 227 FY2019 & 2020, transfer from fund 111
38	227-0000-391.91-30		48,853.05	Correct Cash Negative Balance fund 227 FY2019 & 2020, transfer from fund 111
39				
40	111-9070-419.93-49	48,853.05		Correct Cash Negative Balance fund 227 FY2019 & 2020, transfer from fund 111
41	111-0000-101.10-00		48,853.05	Correct Cash Negative Balance fund 227 FY2019 & 2020, transfer from fund 111
42				
43	231-0000-101.10-00	630,589.50		Correct Cash Negative Balance Fund 231 FY2019, transfer from Fund 111
44	231-0000-391.91-30		630,589.50	Correct Cash Negative Balance Fund 231 FY2019, transfer from Fund 111
45				
46	111-9070-419.93-49	630,589.50		Correct Cash Negative Balance Fund 231 FY2019, transfer from Fund 111
47	111-0000-101.10-00		630,589.50	Correct Cash Negative Balance Fund 231 FY2019, transfer from Fund 111
48				
49	233-0000-101.10-00	15,191.49		Correct Cash Negative Balance fund 233 FY2019 & 2020, transfer from fund 111
50	233-0000-391.91-30		15,191.49	Correct Cash Negative Balance fund 233 FY2019 & 2020, transfer from fund 111
51				
52	111-9070-419.93-49	15,191.49		Correct Cash Negative Balance fund 233 FY2019 & 2020, transfer from fund 111
53	111-0000-101.10-00		15,191.49	Correct Cash Negative Balance fund 233 FY2019 & 2020, transfer from fund 111
54				
55	246-0000-101.10-00	19,617.50		Correct Cash Negative Balance fund 246 FY2019, transfer from fund 111
56	246-0000-391.91-30		19,617.50	Correct Cash Negative Balance fund 246 FY2019, transfer from fund 111
57				
58	111-9070-419.93-49	19,617.50		Correct Cash Negative Balance fund 246 FY2019, transfer from fund 111
59	111-0000-101.10-00		19,617.50	Correct Cash Negative Balance fund 246 FY2019, transfer from fund 111
60				
61	252-0000-101.10-00	65,015.82		Correct Cash Negative Balance fund 252 FY2019, transfer from fund 111
62	252-0000-391.91-30		65,015.82	Correct Cash Negative Balance fund 252 FY2019, transfer from fund 111
63				

City of Huntington Park
FINANCE DEPARTMENT



GL MAINTENANCE 67

POSTING DATE: 06/30/20
 DATE PREPARED: 07/05/22
 PREPARED BY: Charlie / Bun

APPROVED: _____

Group # 2063

JOURNAL VOUCHER

Jun-2020

NUMBER	ACCOUNT NUMBER	DEBIT	CREDIT	DESCRIPTION
64				
65	111-9070-419.93-49	65,015.82		Correct Cash Negative Balance fund 252 FY2019, transfer from fund 111
66	111-0000-101.10-00		65,015.82	Correct Cash Negative Balance fund 252 FY2019, transfer from fund 111
67				
68	231-0000-109.00-00		3.65	Revenue Correction 2020
69	231-0000-101.10-00	3.65		Revenue Correction 2020
70	111-0000-101.10-00		3.65	Revenue Correction 2020
71	111-0000-109.00-00	3.65		Revenue Correction 2020
72				
73	231-0000-218.02-00		17.40	Revenue Correction 2020
74	231-0000-101.10-00	17.40		Revenue Correction 2020
75	111-0000-101.10-00		17.40	Revenue Correction 2020
76	111-0000-218.02-00	17.40		Revenue Correction 2020
77				
78	227-9070-415.93-49	2,123.74		Correct CR#0014139 belongs to Fund 233
79	227-0000-101.10-00		2,123.74	Correct CR#0014139 belongs to Fund 233
80				
81	233-0000-101.10-00	2,123.74		Correct CR#0014139 belongs to Fund 233
82	233-0000-391.91-30		2,123.74	Correct CR#0014139 belongs to Fund 233
83				
84	227-0000-126.10-00	15,830.81		Revenue Accrual FY2019 - Fund 227
85	227-0000-331.20-00		15,830.81	Revenue Accrual FY2019 - Fund 227
86				
87	227-0000-126.10-00	35,526.69		Revenue Accrual FY2020 - Fund 227
88	227-0000-331.20-00		35,526.69	Revenue Accrual FY2020 - Fund 227
89				
	Grand Total	2,102,501.60	2,102,501.60	

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PROGRAM M313URCity of H nton Park
ADJUSTING JOURNAL UPDATE LIST REPRINTJE 1
REPORT NUMBER 499

GROUP NUMBER : 02073 NEGATIVE CASH FIX
ACCOUNTING PERIOD: 13/2020
GROUP USER ID : HNTGCXC2
GROUP CREATED BY : HNTGCXC2
GROUP UPDATED BY : HNTGNXM2

TRANS NO	TRANS DATE	DOCUMENT	BANK	ACCOUNT NUMBER	DESCRIPTION 1	PROJECT	DEBIT AMOUNT	CREDIT AMOUNT
			TYPE					
100	06/30/2020	JV0697		227-9070-415.93-49	Negative Cash Fix		2,123.74	
200	06/30/2020	JV0697		227-0000-101.10-00	Negative Cash Fix			2,123.74
300	06/30/2020	JV0697		233-0000-101.10-00	Negative Cash Fix		2,123.74	
400	06/30/2020	JV0697		233-0000-391.91-30	Negative Cash Fix			2,123.74
500	06/30/2020	JV0697		227-0000-101.10-00	Negative Cash Fix		48,853.05	
600	06/30/2020	JV0697		227-0000-208.10-10	Negative Cash Fix			48,853.05
700	06/30/2020	JV0697		111-0000-130.10-00	Negative Cash Fix		48,853.05	
800	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			48,853.05
900	06/30/2020	JV0697		233-0000-101.10-00	Negative Cash Fix		15,191.49	
1000	06/30/2020	JV0697		233-0000-208.10-10	Negative Cash Fix			15,191.49
1100	06/30/2020	JV0697		111-0000-130.10-00	Negative Cash Fix		15,191.49	
1200	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			15,191.49
1300	06/30/2020	JV0697		152-0000-101.10-00	Negative Cash Fix		376,662.74	
1400	06/30/2020	JV0697		152-0000-208.10-10	Negative Cash Fix			376,662.74
1500	06/30/2020	JV0697		111-0000-130.10-00	Negative Cash Fix		376,662.74	
1600	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			376,662.74
1700	06/30/2020	JV0697		222-9070-415.93-49	Negative Cash Fix		67,600.00	
1800	06/30/2020	JV0697		202-0000-391.91-30	Negative Cash Fix			67,600.00
1900	06/30/2020	JV0697		222-0000-101.10-00	Negative Cash Fix			67,600.00
2000	06/30/2020	JV0697		202-0000-101.10-00	Negative Cash Fix		67,600.00	
2100	06/30/2020	JV0697		111-9070-419.93-49	Negative Cash Fix		32,725.34	
2200	06/30/2020	JV0697		202-0000-391.91-30	Negative Cash Fix			32,725.34
2300	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			32,725.34

GROUP NUMBER : 02073 NEGATIVE CASH FIX
ACCOUNTING PERIOD: 13/2020
GROUP USER ID : HNTGCXC2
GROUP CREATED BY : HNTGCXC2
GROUP UPDATED BY : HNTGNXM2

TRANS NO	TRANS DATE	DOCUMENT	BANK TYPE	ACCOUNT NUMBER	DESCRIPTION 1	PROJECT	DEBIT AMOUNT	CREDIT AMOUNT
		DESCRIPTION 2						
2400	06/30/2020	JV0697		202-0000-101.10-00	Negative Cash Fix		32,725.34	
2500	06/30/2020	JV0697		222-9070-415.93-49	Negative Cash Fix		104,606.73	
2600	06/30/2020	JV0697		200-0000-391.91-30	Negative Cash Fix			104,606.73
2700	06/30/2020	JV0697		222-0000-101.10-00	Negative Cash Fix			104,606.73
2800	06/30/2020	JV0697		200-0000-101.10-00	Negative Cash Fix		104,606.73	
2900	06/30/2020	JV0697		222-9070-415.93-49	Negative Cash Fix		20,000.00	
3000	06/30/2020	JV0697		204-0000-391.91-30	Negative Cash Fix			20,000.00
3100	06/30/2020	JV0697		222-0000-101.10-00	Negative Cash Fix			20,000.00
3200	06/30/2020	JV0697		204-0000-101.10-00	Negative Cash Fix		20,000.00	
3300	06/30/2020	JV0697		111-9070-419.93-49	Negative Cash Fix		4,022.65	
3400	06/30/2020	JV0697		288-0000-391.91-30	Negative Cash Fix			4,022.65
3500	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			4,022.65
3600	06/30/2020	JV0697		288-0000-101.10-00	Negative Cash Fix		4,022.65	
3700	06/30/2020	JV0697		201-0000-101.10-00	Negative Cash Fix		18,543.92	
3800	06/30/2020	JV0697		201-0000-391.91-30	Negative Cash Fix			18,543.92
3900	06/30/2020	JV0697		111-9070-419.93-49	Negative Cash Fix		18,543.92	
4000	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			18,543.92
4500	06/30/2020	JV0697		231-0000-101.10-00	Negative Cash Fix		639,437.85	
4600	06/30/2020	JV0697		231-0000-391.91-30	Negative Cash Fix			639,437.85
4700	06/30/2020	JV0697		111-9070-419.93-49	Negative Cash Fix		639,437.85	
4800	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			639,437.85
4900	06/30/2020	JV0697		231-0000-245.00-00	PY Encumbrance FIx			4,027.68
5000	06/30/2020	JV0697		231-0000-253.10-00	PY Encumbrance FIx		4,027.68	

PREPARE 4/13/2023, 9:43:27
PROGRAM. SM313UR

City of H nton Park
ADJUSTING JOURNAL UPDATE LIST REPRINT

SE 3
REPORT NUMBER 499

GROUP NUMBER : 02073 NEGATIVE CASH FIX
ACCOUNTING PERIOD: 13/2020
GROUP USER ID : HNTGCXC2
GROUP CREATED BY : HNTGCXC2
GROUP UPDATED BY : HNTGNXM2

TRANS NO	TRANS DATE	DOCUMENT	BANK TYPE	ACCOUNT NUMBER	DESCRIPTION 1	PROJECT	DEBIT AMOUNT	CREDIT AMOUNT
DESCRIPTION 2								
5500	06/30/2020	JV0697		246-0000-101.10-00	Negative Cash Fix		19,617.50	
5600	06/30/2020	JV0697		246-0000-391.91-30	Negative Cash Fix			19,617.50
5700	06/30/2020	JV0697		111-9070-419.93-49	Negative Cash Fix		19,617.50	
5800	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			19,617.50
5900	06/30/2020	JV0697		252-0000-101.10-00	Negative Cash Fix		65,015.82	
6000	06/30/2020	JV0697		252-0000-391.91-30	Negative Cash Fix			65,015.82
6100	06/30/2020	JV0697		111-9070-419.93-49	Negative Cash Fix		65,015.82	
6200	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			65,015.82
6300	06/30/2020	JV0697		222-9070-415.93-49	Negative Cash Fix		16,569.35	
6400	06/30/2020	JV0697		207-0000-391.91-30	Negative Cash Fix			16,569.35
6500	06/30/2020	JV0697		222-0000-101.10-00	Negative Cash Fix			16,569.35
6600	06/30/2020	JV0697		207-0000-101.10-00	Negative Cash Fix		16,569.35	
6700	06/30/2020	JV0697		207-0000-101.10-00	Negative Cash Fix		113,416.30	
6800	06/30/2020	JV0697		207-0000-208.10-10	Negative Cash Fix			113,416.30
6900	06/30/2020	JV0697		111-0000-130.10-00	Negative Cash Fix		113,416.30	
7000	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			113,416.30
7100	06/30/2020	JV0697		212-0000-101.10-00	Negative Cash Fix			319,320.49
7200	06/30/2020	JV0697		212-9070-419.93-49	Negative Cash Fix		319,320.49	
7300	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix		319,320.49	
7400	06/30/2020	JV0697		111-0000-391.91-30	Negative Cash Fix			319,320.49
7500	06/30/2020	JV0697		213-0000-101.10-00	Negative Cash Fix			49,746.63
7600	06/30/2020	JV0697		213-9070-419.93-49	Negative Cash Fix		49,746.63	
7700	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix		49,746.63	

GROUP NUMBER : 02073 NEGATIVE CASH FIX
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GROUP UPDATED BY : HNTGNXM2

TRANS NO	TRANS DATE	DOCUMENT	BANK	ACCOUNT NUMBER	DESCRIPTION 1	PROJECT	DEBIT AMOUNT	CREDIT AMOUNT
DESCRIPTION 2			TYPE					
7800	06/30/2020	JV0697		111-0000-391.91-30	Negative Cash Fix			49,746.63
7900	06/30/2020	JV0697		209-0000-101.10-00	Negative Cash Fix		27,163.70	
8000	06/30/2020	JV0697		209-0000-208.10-10	Negative Cash Fix			27,163.70
8100	06/30/2020	JV0697		111-0000-130.10-00	Negative Cash Fix		27,163.70	
8200	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			27,163.70
8300	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			36,755.28
8400	06/30/2020	JV0697		111-9070-419.93-49	Negative Cash Fix		36,755.28	
8500	06/30/2020	JV0697		209-0000-101.10-00	Negative Cash Fix		36,755.28	
8600	06/30/2020	JV0697		209-0000-391.91-30	Negative Cash Fix			36,755.28
8700	06/30/2020	JV0697		239-0000-101.10-00	Negative Cash Fix		368,719.39	
8800	06/30/2020	JV0697		239-0000-208.10-10	Negative Cash Fix			368,719.39
8900	06/30/2020	JV0697		111-0000-130.10-00	Negative Cash Fix		368,719.39	
9000	06/30/2020	JV0697		111-0000-101.10-00	Negative Cash Fix			368,719.39

GROUP TOTALS

COUNT: 82
DEBITS: 4,696,211.62
CREDITS: 4,696,211.62

City of Huntington Park
FINANCE DEPARTMENT



GL MAINTENANCE 98

POSTING DATE: 06/30/20
 DATE PREPARED: 08/31/22
 PREPARED BY: Charlie

APPROVED:

Group # 2064

JOURNAL VOUCHER

Jun-2020

NUMBER	ACCOUNT NUMBER	DEBIT	CREDIT	DESCRIPTION
1	JV0698	111-0000-115.10-03		5,596.66
2		111-0000-351.10-10	1,215.55	
3		111-0000-347.70-00	766.00	
4		111-0000-322.10-10	3,323.11	
5		111-0000-399.90-90	292.00	
6				
7				
8				
9				
10				
11				
Grand Total		5,596.66	5,596.66	

PREPARED 04/13/2023, 10:19:51
PROGRAM: GM313UR

City of Huntington Park
ADJUSTING JOURNAL UPDATE LIST REPRINT

PAGE 1
REPORT NUMBER 499

GROUP NUMBER : 02064 NSF REC. NOT COLLECTED
ACCOUNTING PERIOD: 13/2020
GROUP USER ID : HNTGVXT
GROUP CREATED BY : HNTGVXT
GROUP UPDATED BY : HNTGNXM2

TRANS NO DESCRIPTION 2	TRANS DATE	DOCUMENT BANK TYPE	ACCOUNT NUMBER	DESCRIPTION 1	PROJECT	DEBIT AMOUNT	CREDIT AMOUNT
100	06/30/2020	JV0698	111-0000-115.10-03	Uncollectable NSF Checks			5,596.66
200	06/30/2020	JV0698	111-0000-351.10-10	Uncollectable NSF Checks		1,215.55	
300	06/30/2020	JV0698	111-0000-347.70-00	Uncollectable NSF Checks		766.00	
400	06/30/2020	JV0698	111-0000-322.10-10	Uncollectable NSF Checks		3,323.11	
500	06/30/2020	JV0698	111-0000-399.90-90	Uncollectable NSF Checks		292.00	
Parking							
Parks and Recs							
Permits							
Misc							

GROUP TOTALS

COUNT:	5
DEBITS:	5,596.66
CREDITS:	5,596.66

City of Huntington Park
FINANCE DEPARTMENT



GL MAINTENANCE 98

POSTING DATE: 06/30/20
 DATE PREPARED: 09/08/22
 PREPARED BY: BUN

APPROVED:

Group # 2065

JOURNAL VOUCHER

Jun-2020

NUMBER	ACCOUNT NUMBER	DEBIT	CREDIT	DESCRIPTION
1	JV0039	334-0000-101.10-00	70,414.93	Correct Cash Negative Balance Fund 334 FY2020, transfer from Fund 111
2		334-0000-391.91-30		Correct Cash Negative Balance Fund 334 FY2020, transfer from Fund 111
3				
4		111-9070-419.93-49	70,414.93	Correct Cash Negative Balance Fund 334 FY2020, transfer from Fund 111
5		111-0000-101.10-00		Correct Cash Negative Balance Fund 334 FY2020, transfer from Fund 111
6				
7				
8				
9				
10				
11				
	Grand Total	140,829.86	140,829.86	

PREPARED 04/13/2023, 10:05:42
PROGRAM: GM313UR

City of Huntington Park
ADJUSTING JOURNAL UPDATE LIST REPRINT

PAGE 1
REPORT NUMBER 499

GROUP NUMBER : 02075 2020 NEGATIVE CASH CORREC
ACCOUNTING PERIOD: 15/2020
GROUP USER ID : HNTGKXO
GROUP CREATED BY : HNTGKXO
GROUP UPDATED BY : HNTGNXM2

TRANS NO	TRANS DATE	DOCUMENT	BANK	ACCOUNT NUMBER	DESCRIPTION 1	PROJECT	DEBIT AMOUNT	CREDIT AMOUNT
			TYPE					
100	06/30/2020	JV699		334-0000-101.10-00	NEGATIVE CASH CORRECTION		70,414.93	
200	06/30/2020	JV699		334-0000-391.91-30	NEGATIVE CASH CORRECTION			70,414.93
300	06/30/2020	JV699		111-9070-419.93-49	NEGATIVE CASH CORRECTION		70,414.93	
400	06/30/2020	JV699		111-0000-101.10-00	NEGATIVE CASH CORRECTION			70,414.93

GROUP TOTALS

COUNT: 4
DEBITS: 140,829.86
CREDITS: 140,829.86

ITEM 5

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



April 18, 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 AUTHORIZING THE EXECUTION OF THE ELECTRIC VEHICLE CHARGE READY PILOT PROGRAM AGREEMENTS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize the City Manager to execute the Southern California Edison (SCE) Innovative Utility Electric Vehicle Street Charging Pilot Agreement (Attachment 1) and the FLO Services USA Inc. (FLO) Maintenance Addendum exclusively as part of the BESTFIT project agreement (Attachment 2).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles Cleantech Incubator (LACI) proposed installing electric vehicles (EV) curbside charging stations on local streets in partnership with the City of Huntington Park, FLO Charging Solutions USA, Inc., and Southern California Edison (SCE). LACI's pilot program has two objectives:

- Install EV charging stations in the City of Huntington Park.
- Establish new utility standards for curbside EV charging infrastructure using existing utility infrastructure.

LACI is a non-profit organization working with public and private agencies to speed up the use of clean technologies. LACI, in collaboration with the City and SCE, identified five locations for the charging stations based on space and infrastructure availability:

- EV charger on Saturn Avenue, one block east-west of Pacific Boulevard
- EV charger on Zoe Avenue, one block east-west of Pacific Boulevard
- EV charger on Clarendon Avenue, one block east-west of Pacific Boulevard

CONSIDERATION AND APPROVAL AUTHORIZING THE EXECUTION OF THE ELECTRIC VEHICLE CHARGE READY PILOT PROGRAM AGREEMENTS

April 18, 2023

Page 2 of 3

- EV charger using an existing streetlight on Miles Avenue adjacent to City Hall
- EV charger using a new streetlight on Miles Avenue adjacent to City Hall

LACI selected FLO Charging Solutions USA Inc. to provide the pilot program's charging equipment and operating network. The City will provide the program with five host sites (parking spaces) but not pay for the equipment or electricity. LACI will track the trends and use of the charging stations, and FLO will operate and maintain the Charging Stations.

The pilot program will last 1-year, and the City can continue the program after the initial year. Suppose the City chooses to continue the program; in that case, the City will be responsible for maintaining the charging stations and the electricity used. Suppose the City decides not to continue the program; in that case, SCE will remove its infrastructure, and FLO will remove its charging stations. LACI is currently working on finding ways to extend the pilot program beyond the first year. Additionally, the City is exploring leasing opportunities with LACI for the host sites.

LEGAL REQUIREMENT

The City in this collaborative agreement agrees to provide the host sites for the Program. City will not be responsible for purchasing or maintenance of equipment. City will not be responsible to pay SCE for the use of electricity. LACI will track the trends and use of the charging stations and FLO will provide operation and maintenance of their equipment. The pilot Program will last 1-year and the City has an option to continue with the Program after the initial year. If the City chooses to continue with the program, the City will assume the cost of the repairs to the charging stations and pay SCE for the electrical consumption. LACI is working on finding options to extend the pilot Program beyond the first year.

Attachment 1 contains SCE's protective language that serves the purpose of defining the points of interest and roles and responsibilities of all parties. Attachment 2 provides certain particulars and terms and conditions with regard to the operation and maintenance requirements to support the FLO Smart 2 Curbside Charging Station and SmartDC DCFC Charging Station. Attachment 2 is exclusively offered to upkeep the chargers installed by SCE as part of the California Energy Commission Grant awarded to FLO, ARUP, SCE and LACI. This is a no-cost maintenance service to the City for the duration of the pilot program.

City Attorney's Office reviewed, commented and approved the language contained in the agreements in August of 2022.

FISCAL IMPACT/FINANCING

The Program is funded by the California Energy Commission (CEC) through the BESTFIT Innovative Charging Solutions under the Clean Transportation Program. City funds will not be impacted during the duration of the pilot Program.

**CONSIDERATION AND APPROVAL AUTHORIZING THE EXECUTION OF THE
ELECTRIC VEHICLE CHARGE READY PILOT PROGRAM AGREEMENTS**

April 18, 2023

Page 3 of 3

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. SCE Innovative Charging Pilot Agreement
 - a. Exhibit A - Flowdown Provisions from the California Energy Commission's Clean Transportation Program
2. FLO Service Proposal - BESTFIT

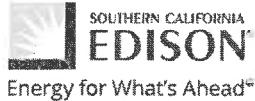
○

ATTACHMENT “A”

○

○

○



Innovative Utility EV Street Charging Pilot Agreement

The City of Huntington Park hereby agrees to participate in the Innovative Utility EV Street Charging Pilot (the "Program") in accordance with the following terms and conditions (hereinafter referred to as the "Agreement").

Description of the Program: The Innovative Utility EV Street Charging Pilot (the "Program") is a demonstration project funded by the California Energy Commission (CEC) through the BESTFIT Innovative Charging Solutions under the Clean Transportation Program. Following a competitive process, FLO Charging Solutions USA Inc.'s ("FLO") proposal for a pilot project was selected by the CEC for Grant Agreement No. ARV-21-004 to fund the Program. Two of the objectives of the Program are (a) to install specified electric vehicle charging equipment at installation sites, and (b) to establish new utility standards pertaining to the installation, operation and regulation of curbside EV charging infrastructure that utilizes existing utility infrastructure. The City of Huntington Park has agreed to provide the host sites for the program as identified in this Agreement.

APPROVED CHARGING STATIONS	
1.	Total Number of Approved Charging Stations Pilot Installed at the Site: City of Huntington Park agrees to the installation of the following Charging Stations: <ul style="list-style-type: none">• Level 2 charging stations using an underground vault configuration• Level 2 charging stations using a streetlight configuration
APPROVED SITE LOCATION AND DESIGN	
2.	Description of Approved Location at the Site: Brief description of the mutually approved location within the City of Huntington Park's Site where SCE will deploy the charging infrastructure: <ul style="list-style-type: none">• Level 2 charger using an underground vault configuration on Saturn Ave one block east-west of Pacific Blvd• Level 2 charger using an underground vault configuration on Zoe Ave one block east-west of Pacific Blvd• Level 2 charger using an underground vault configuration on Clarendon Ave one block east-west of Pacific Blvd• Level 2 charger using an existing streetlight configuration on Miles Ave adjacent to City Hall• Level 2 charger using a new streetlight configuration on Miles Ave adjacent to City Hall
3.	Design of the charger deployment on City of Huntington Park's Site(s): Physical location and engineered design to be completed during phase 1 of project by SCE and reviewed and approved by the City.
4.	Land rights agreement: The Infrastructure will be installed within SCE's existing franchise right-of-way.

INNOVATIVE UTILITY EV STREET CHARGING PILOT PARTICIPATION TERMS AND CONDITIONS

City of Huntington Park agrees that its participation in the Program is subject to the following terms and conditions:

1. Definitions:

- a. **CEC BESTFIT EV Street Charging Team:** All team members within the grant submission, including FLO, Arup, Electric Power Research Institute (EPRI), SCE, and Los Angeles Cleantech Incubator (LACI).
- b. **Charging Equipment.** The equipment used to supply electric power for charging electric vehicles at the Charging Stations. The Charging Equipment will be selected by and provided by FLO and is being provided at no cost to the City of Huntington Park.
- c. **Conceptual Design:** Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Stations, including but not limited to, conduit routing and equipment placement. The Conceptual Design is high level and will be completed prior to execution of the Agreement, and it will be refined after funds are reserved.
- d. **Infrastructure:** All work and facilities, as determined by SCE, in SCE's sole discretion and subject to change in SCE's sole discretion, to be located, designed and installed by SCE, necessary to allow the CEC BESTFIT EV Street Charging team along with the City of Huntington Park to operate the Charging Stations. Infrastructure may include, but is not limited to new transformers, services, and meters, new panels, stepdown transformers, conduits, wires, connectors, and any other hardware installed by SCE on the Site.
- e. **City of Huntington Park:** The SCE customer and municipality that is a party to this Agreement.
- f. **Preliminary Design:** The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details.
- g. **Program:** Innovative Utility EV Street Charging Pilot.
- h. **Site:** The premises, owned, leased, or operated by City of Huntington Park, where the Charging Stations will be installed.

2. Representations of City of Huntington Park

During the Term of the Agreement, City of Huntington Park:

- a. Agrees to participate in the Innovative Utility EV Street Charging Pilot and provide the identified host sites for the identified Charging Stations.
- b. Agrees to ensure parking rights are updated to provide 24-hour public parking and charging service at the sites in accordance with standard city policies.
- c. Acknowledges and agrees that the City of Huntington Park will be the customer of record and is responsible for the meter billing at the applicable TOU rate. The City of Huntington Park may authorize a third party responsibility for payments during the duration of the pilot.
- d. Acknowledges and agrees that FLO will be the Charging Equipment provider, that FLO is responsible for all maintenance and repair for the Charging Equipment and that FLO will provide the interface to the driver and implement pricing and payment methods in subsequent phases to complete objectives of Innovative Utility EV Street Charging pilot during the duration of the pilot.
- e. Acknowledges and agrees that SCE does not own the Charging Stations and that transfer of title to the Charging Equipment from FLO to the City of Huntington Park is outside the scope of this Agreement and shall be addressed, if at all, in a separate written agreement to be negotiated between FLO and the City of Huntington Park.
- f. Agrees to participate in Demand Response program(s), when and if such programs become available, specifically tailored to the electric vehicle charging load and associated electric service.
- g. Approves SCE's designs.

- h. Acknowledges and agrees that the actual Infrastructure may vary from the design, if, in SCE's sole discretion, actual Site conditions require such changes.
- i. Acknowledges and agrees that at all times, SCE shall have the right to disconnect, disable, remove and/or deactivate the Charging Equipment in case of safety or other utility need.
- j. Represents and warrants that the execution and delivery of this Agreement, and the performance by City of Huntington Park of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of City of Huntington Park.
- k. Agrees to provide feedback and lessons learned following completion of deployment, upon request by SCE, and to provide reasonable support and cooperation with any Program-related reporting obligations upon written request.
- l. Agrees to comply with all applicable federal, State and local laws and requirements of the Grant funding award that are applicable to the Program, whether or not expressly listed in this Agreement, including but not limited to the items listed in Exhibit A, which is incorporated by reference into this Agreement.

3. SCE Representations

- a. **Infrastructure:** SCE, at its sole discretion and in accordance with its applicable tariffs and design standards, will locate, design, and install the Infrastructure. SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement.
- b. **Charging Equipment:** SCE, at its sole discretion and in accordance with its applicable tariffs and design standards, will locate, design, and install the Charging Equipment at the Charging Stations. SCE is responsible for all costs associated with installing the Charging Equipment pursuant to this Agreement.

4. Term and Termination:

- a. **Term:** The term of this Agreement shall run until the through the end of the pilot. In the event the CEC extends the period of performance of the Program beyond the end of the pilot, the term of this Agreement shall be likewise extended upon the provision of written notice by SCE to the City of Huntington Park. Term may also be extended by mutual written agreement by SCE and City of Huntington Park.
- c. **Termination:** If the City of Huntington Park fails to comply with any of the terms and/or conditions of this Agreement, SCE, in its sole discretion, may terminate this Agreement after sending City of Huntington Park a notice of default that remains uncured for five (5) business days from receipt, except in the case of a safety or security violation, in which case, SCE may terminate the Agreement immediately and take all other actions, including but not limited to, disconnecting the Charging Stations, necessary, in SCE's sole discretion, to cure such safety or security violation(s).
- d. **Termination Costs:** Removal of equipment will be performed by SCE, if necessary.

5. Indemnification and Liability; No Representations or Warranties

- a. City of Huntington Park understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the Charging Stations. Further, SCE makes no warranty whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. City of Huntington Park agrees that SCE has no liability whatsoever concerning (1) the quality, safety and/or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. City of Huntington Park

hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, none of such parties shall be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

- b. **Indemnification of SCE.** To the fullest extent permitted by law, City of Huntington Park shall indemnify, defend, and hold harmless SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of City of Huntington Park under this Agreement, (b) any act or omission of City of Huntington Park, whether based upon City of Huntington Park's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or any third party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to City of Huntington Park's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the willful misconduct of SCE or SCE's sole negligence.
- c. **Defense of Claim.** Subject to California Civil Code Section 2782.8 if a Claim is brought against the Indemnified Parties, City of Huntington Park shall assume the defense of such Claim subject to each Parties proportionate percentage of fault, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and City of Huntington Park may exist with respect to such Claim. If a conflict precludes City of Huntington Park from assuming the defense, then City of Huntington Park shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' proportionate share of defense costs through separate counsel reasonably acceptable and selected by both Parties. If City of Huntington Park assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving City of Huntington Park of any of its obligations hereunder.

- 6. **Environmental Remediation:** It is the City of Huntington Park's responsibility to provide a clean and suitable site, free of hazardous contamination, other safety hazards, and other environmental or physical conditions impacting the ability to perform work on or at the site, before any obligation to perform work, including obtaining easements or other property rights or commencing construction arises. To that end, before commencing any work, SCE may require the City of Huntington Park to fully complete, to the best of its ability, an SCE questionnaire regarding the relevant condition and history of the site; and SCE and/or its contractors or agents shall have the right to visually inspect all of the site. Based on the questionnaire and site visual inspection and any other available information, SCE, in its reasonable discretion: (i) may decline to proceed with any further work at the site; or (ii) may decline to proceed with any further work at the site except with the City of Huntington Park's agreement to further, reasonable environmental and other review and investigation of the site, at the City of Huntington Park's expense, and reasonable remediation or mitigation of any such identified environmental or safety conditions, at the City of Huntington Park's expense. Similarly, even after work has commenced, if SCE at any time discovers any such conditions, then SCE in its reasonable discretion may decline to proceed with any

further work at the site, unless and until such conditions are remediated to SCE's reasonable satisfaction, at the City of Huntington Park's expense. The City of Huntington Park also agrees as a term and condition to participate in the program to indemnify, hold harmless, and release SCE from any harm or cost, known or unknown, associated with any hazardous materials, conditions, or site contamination, including, but not limited to, harm to SCE personnel, third parties, or customer applicant's employees, contractors, agents, and assigns. If the City of Huntington Park fails to satisfy any of the foregoing safety and environmental requirements, SCE reserves the right, in its sole discretion, to halt all work and terminate the agreement for, among other things, failure to cure a safety violation.

7. Miscellaneous

- a. **All Applicable Tariffs Apply:** All applicable SCE tariffs apply to service provided pursuant to this Agreement, with the following exceptions:
 - 1. **Rules 15 and 16 – Distribution Line and Service Extensions:** Because SCE will design and install the Infrastructure at no cost to City of Huntington Park, sections in Rules 15 and 16 that address applicant responsibilities or options are not applicable to City of Huntington Park while participating in the Innovative Utility EV Street Charging Pilot. This may include, but is not limited to, allowances, contributions or advances, payments, refunds, and design and installation options. This exception does not apply to certain responsibilities found in Rule 16, such as, but not limited to, Section A.10, providing rights of way or easements; Section A.11, providing access to the location; and Section D.1, providing a clear route for the Service Extension.
- b. **Survival:** City of Huntington Park's obligation to pay Termination Costs shall survive the expiration or termination of this Agreement.
- c. **Assignment:** City of Huntington Park shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.
- d. **Subject to Change by Operation of Law:** This Agreement is subject to the applicable provisions of SCE's tariffs filed and authorized by the California Public Utilities Commission. This Agreement shall, at all times, be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- e. **Severability:** If any section, provision, or portion of the Agreement is held to be invalid, illegal, or void by a court of proper jurisdiction, this decision shall not impair, affect, or invalidate the remainder of the document. The invalid or unenforceable provision shall be reformed so that each Party shall have the obligation to perform reasonably to give the other Party the benefit of its bargain. In the event that the invalid or unenforceable provision cannot be reformed, the remainder of the document shall subsist and continue in full force and effect, and the invalid or unenforceable provision shall be deemed stricken from the Agreement.
- f. **Entire Agreement:** Unless otherwise stated, this Agreement contains the complete understanding between the Parties and merges and supersedes all prior representations and discussions pertaining to the Agreement. Any changes, exceptions, or different terms and conditions any Party to the Agreement are rejected unless expressly stated in the Agreement.
- g. **Amendment and Waiver:** The Agreement may not be amended or modified unless the amendment or modification is in writing and signed by both Parties. None of the provisions of the Agreement shall be considered waived by either Party unless the waiver is in writing and signed by the waiving Party. The waiver of a provision by one Party will not be construed to mean a waiver of that provision by the Party for any subsequent action, or a waiver of any other provision.

AGREEMENT BY CITY OF HUNTINGTON PARK

By signing in the space below, you represent that the information provided in this Agreement is true, accurate and complete. You also represent and warrant that you are a duly authorized representative of City of Huntington Park with the requisite authority to enter into this Agreement.

5.	Name Printed: Name of the individual signing this Agreement. <input type="text"/>
6.	Title: Title of the individual signing this Agreement. <input type="text"/>
<p>This Agreement will be signed via DocuSign. After City of Huntington Park has emailed the completed Agreement to lindsey.dattels@sce.com, SCE will return the Agreement to the customer for electronic signature and date.</p>	
7.	City of Huntington Park Signature: Electronic signature by a representative of your organization with the relevant authority to sign this Agreement. <input type="text"/>
8.	Agreement Date: Date of execution of this Agreement on behalf of your organization. Failure to provide the required proof of purchase and easement agreement(s) signed by the Property Owner of the Site (and notarized) within 30 days following funding reserved and participation confirmed by SCE will void any funding reserved for City of Huntington Park in connection with the Innovative Utility EV Street Charging Pilot. <input type="text"/>

APPROVAL BY SCE

13.	Date: Date of Execution by SCE <input type="text"/>
14.	Approval: Signature by an authorized SCE representative. <input type="text"/>
15.	SCE Representative Name: Name of the authorized SCE representative. <input type="text"/>
16.	Title: Title of authorized SCE representative. <input type="text"/>
17.	Date Reservation Approved: Below is the date of SCE's approval of your participation in the Innovative Utility EV Street Charging Pilot. <input type="text"/>

Exhibit A
Flowdown Provisions from the
California Energy Commission's Clean Transportation Program

The City of Huntington Park (hereinafter "Project Participant") hereby agrees to the following terms and conditions of participate in the Innovative Utility EV Street Charging Pilot (the "Program") in accordance with the following terms and conditions. Project Participant shall include the provisions of this Exhibit in all agreements to perform work related to this Agreement and Project Participant shall be responsible ensure that all of its subcontractors and project partners shall comply with these requirements.

- 1. Site Visits.** Project Participant acknowledges that the Energy Commission/or its designees have the right to make site visits at reasonable times. Project Participant must provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.
- 2. Nondiscrimination Statement of Compliance.** During the performance of this Agreement, Project Participant shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Project Participant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- 3. Standard of Performance**
 - a. Project Participant, in the performance of its work under this Agreement, shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Project Participant's field.

- b. Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by the Energy Commission Agreement Manager (CAM), shall be borne in total by Project Participant and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Project Participant is deemed by the Energy Commission to have failed the foregoing standard of performance.
 - c. In the event Project Participant fails to perform in accordance with the above standard:
 - i. Project Participant will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Project Participant shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
 - ii. The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
 - iii. The Energy Commission shall have the option to direct Project Participant not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Energy Commission directs Project Participant not to re-perform a task, the Energy Commission and Project Participant shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.
 - iv. Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.
4. **Indemnification.** In addition to the other indemnification provisions in the Agreement, to the fullest extent allowed by law, the Project Participant agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Project Participant and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and

from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Project Participant in the performance of this Agreement.

5. Public Works -- Payment of Prevailing Wages. This clause applies to Agreements with the Project Participant is engaging in construction, alteration, demolition installation, repair or maintenance work over \$1,000.

- a. Generally Required by Law. Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Project Participant as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Project Participant must either:

- (a) Proceed on the assumption that the project is a public work and ensure that:
 - (i) prevailing wages are paid; and
 - (ii) the project budget for labor reflects these prevailing wage requirements; and
 - (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Project Participant is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Project Participant does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Project Participant shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

- b. Subcontractors and Flow-down Requirements. Project Participant shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Project Participant shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Project Participant shall be responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.
- c. Indemnification and Breach. Any failure of Project Participant or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission’s performance of this Agreement at the Energy Commission’s option, and shall be at Project Participant’s sole risk. In such a case, Energy

Commission may refuse payment to Project Participant of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Project Participant agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Project Participant and/or any of Project Participant's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

- d. Budget. Project Participant's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Project Participant may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.
- e. Covered Trades. For public works projects, Project Participant may contact DIR for a list of covered trades and the applicable prevailing wage.
- f. Questions. If Project Participant has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Project Participant consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.
- g. Certification. Project Participant shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Project Participant and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Project Participant shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages. Prior to the release of any retained funds under this Agreement, the Project Participant shall submit to the Energy Commission the above-described certificate signed by the Project Participant and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Project Participant shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

6. **Assembly Bill 841 (2020)**. This clause applies to Agreements where the Project Participant is engaging in activities covered by Assembly Bill 841.

- a. By signing this Agreement, Project Participant as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.
- b. All electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:
 - i. (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
 - ii. (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
 - iii. (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

7. Information Practices Act

- a. Project Participant shall comply with the Information Practices Act. The Information Practices Act ("IPA") is codified at California Civil Code sections 1798 et seq. Personal Information is defined in the IPA at Civil Code section 1798.3(a). Project Participant shall comply the IPA relative to the activities under this Agreement. This includes but is not limited to complying with Section 1798.16 (Personal Information; maintaining sources of information) and Section 1798.17 (Notice; periodic provision; contents). For example:

- i. Sources of information. Project Participant shall maintain a record of the source of an individual's Personal Information in accordance with § 1798.16. Per IPA § 1798.16, this requirement does not apply if the data subject is the source of the Personal Information.
- ii. Use of information. Pursuant to IPA § 1798.14, Project Participant shall only use Personal Information for the purposes of this Agreement. Project Participant shall not disclose any Personal Information to any person or entity other than the Energy Commission and Energy Commission employees.
- iii. Security. Pursuant to IPA § 1798.21, Project Participant shall employ appropriate and reasonable safeguards to ensure the security and confidentiality of Personal Information and to protect against anticipated threats or hazards to their security or integrity which could result in any injury.
- iv. Notice. On or with any form used to collect Personal Information from individuals, Project Participant shall provide the notice required in § 1798.17. At the time of executing this agreement, § 1798.17 requires the following:
 1. The name of the agency and the division within the agency that is requesting the information.
 2. The title, business address, and telephone number of the agency official who is responsible for the system of records and who shall, upon request, inform an individual regarding the location of his or her records and the categories of any persons who use the information in those records.
 3. The authority, whether granted by statute, regulation, or executive order which authorizes the maintenance of the information.
 4. With respect to each item of information, whether submission of such information is mandatory or voluntary.
 5. The consequences, if any, of not providing all or any part of the requested information.
 6. The principal purpose or purposes within the agency for which the information is to be used.
 7. Any known or foreseeable disclosures which may be made of the information pursuant to subdivision (e) or (f) of Section 1798.24.

8. The individual's right of access to records containing personal information which are maintained by the agency.
- b. Project Participant has no Ownership or other Rights to the Personal Information. Project Participant has no ownership, license, or other rights in Personal Information or in any form in which it is used (e.g., Products). In this regard, the Personal Information shall NOT be treated like Data, Products, Intellectual Property, or other provisions in the Agreement that may indicate that Project Participant has ownership, license, or other rights.
- c. Rights to Anonymized Information Derived from Personal Information. To the extent that the Project Participant uses Personal Information to derive anonymized information that no longer meets the definition of Personal Information, the rights to derived all anonymized information that are included in a Product, are subject to the rights of the Energy Commission to use and reproduce all reports and data produced and delivered under this Program, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.
- d. Retention and Destruction of Personal Information. Upon the request of the Energy Commission, or upon termination of this Agreement, whichever is earlier, Project Participant shall promptly deliver to the Energy Commission or destroy all Personal Information, regardless of form (e.g., written or electronic) and all copies, abstracts, media, and backups thereof, however stored in Project Participant's and all of its subcontractors' and project partners' possession. No Personal Information shall remain with Project Participant, its subcontractors, or its project partners upon request of the Energy Commission or after the termination of this Agreement, whichever occurs first.
- e. Survival. The terms of this section shall remain in full force and effect in perpetuity.

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ATTACHMENT “B”

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Subject BESTFIT: FLO Pilot Maintenance Agreement Addendum
Job No/Ref 289506-00
Date December 20, 2022

BESTFIT: FLO Maintenance Agreement Addendum

FLO Services USA Inc. (FLO) has prepared a Maintenance Addendum exclusively as part of the BESTFIT project agreement in the City of Huntington Park, California, host city for the pilot project to install five Level 2 charging stations for one year, beginning in approximately early 2023. The Maintenance Addendum details the operations and maintenance services that will be provided to the host city for the duration of the pilot.

The operations and maintenance services will be provided at **no cost to the host city**, per the terms of the Maintenance Addendum, for the duration of the one-year pilot.

The host city has expressly stated their desire to continue the charging station program if alternative funding is identified to support operations and maintenance expenses, at no cost to the city, upon conclusion of the pilot period. If no additional funding is identified during the pilot period, the host city will seek removal of the five charging stations upon conclusion of the pilot.

The host city is not beholden to continue hosting the five charging stations beyond the pilot period for any reasons the host city deems necessary.



**Maintenance Addendum to California Energy Commission
Grant GFO-20-605
BESTFIT Innovative Charging Solutions
Pilot Charging Stations**

December 2022

Submitted By: FLO Services USA Inc.
Primary Contact: Frank Fata
E: ffata@flo.com

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Introduction



This document entitled ("Maintenance Addendum") provides certain particulars and terms and conditions with regard to the Operation and Maintenance (O&M) requirements to support the FLO SmartTWO Curbside Charging Station and SmartDC DCFC Charging Station.

This Maintenance Addendum is exclusively offered to upkeep the chargers installed by SCE as part of the California Energy Commission Grant awarded to FLO, ARUP, SCE and LACI.

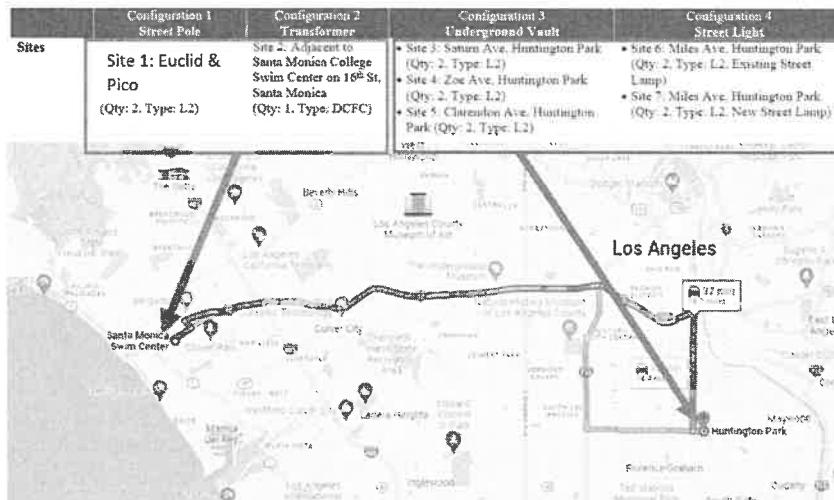
The purpose of this Operations & Maintenance Service is to provide no-cost maintenance services to the grant host cities for the duration of the pilot program.

Budgetary pricing for post-pilot services is on p13.

The EV chargers are specifically designed for public right-of-way curbside applications and are being deployed at various locations as described in the CEC Award dated April 16, 2021 and can be verified here:

[GFO-20-605 NOPA Cover Letter 4-16-2021 ADA.docx | California Energy Commission](#)

Specific sites are to be verified and approved by SCE and the host city. The following sites were proposed:



The content provided within this document sets out the key O&M activities to be undertaken in support of the charging station deployment as part of the CEC Grant GFO-20-605 Pilot only.

Definitions

BESTFIT Stakeholder Sites	Locations in participating host cities p.15
Corrective Maintenance Services	On-site maintenance required to rectify and repair a Charging Station that is faulty, regardless of the origin of the failure. The purpose of Corrective Maintenance is to restore ability of the Charging Station to provide service.
Applicable Charging Station(s)	SmartTWO Curbside Charging Station SmartDC DC Fast Charger
EV	Electric Vehicle
FLO	Charging Station Supplier, Network Operator and Maintenance Service Provider
GMS	Global Management Services
NOC	Network Operations Centre operated by FLO
Preventive Maintenance Services	On-site maintenance that can be conducted in order to ensure that the Charging Station remains in good working order.
Site	Specific Charger Location by Address
User	An EV driver who charges a vehicle at a Charging Station

FLO's Standard Services

FLO provides a vertically integrated EV charging solution that combines both the supply of Charging Stations and Network Management Services – including Operations & Maintenance. For the BESTFIT Sites deployment, the standard services cover:

- **Charging Stations**– Supply of the FLO SmartTWO Curbside Charging Station with various accessories as pre-determined for each Site (pole or streetlight or DCFC base mount)
- **Warranty** – Each Charging Station is supplied with a one (1)-year* warranty covering parts and limited on-site labor included in the supply cost. *FLO warranty covers the duration of the BESTFIT Pilot project.
- **Commissioning** – FLO's NOC team will remotely commission and connect the Charging Stations to FLO's network.
- **Global Management Services** – the Charging Stations will be connected to FLO's Network through the provision of Global Management Services, which is an annual license that enables FLO to remotely monitor and manage the charging stations. An initial term of one (1)-year (flexible*) access to Global Management Services has been allocated to the BESTFIT project to the completion of the pilot.
*FLO GMS Network Subscription will cover the duration of the BESTFIT Pilot project.

The provision of FLO's warranty and GMS is support by standard service level commitments which is achieved through interactions between key stakeholders as outlined in the following section.

Customer Service Overview

EV drivers and charging station owners are supported by FLO's customer experience team, who are ensure 24/7/365 live phone support, proactive charging station monitoring, and field services.

24/7 Frontline Phone Support

All Charging Stations deployed at BESTFIT Sites will display a 1-800 telephone number which enables drivers to obtain immediate assistance with their charging experience. Call Center representatives are available 24/7 and are provided with access to a knowledge base and ticket management system to track activities and help users with:

- General troubleshooting e.g., how to activate and pay for my first charging session?
- Driver account inquiries e.g., how to create a FLO user account and link a credit card to my account?
- Billing services e.g., where can I find a statement of my recent transaction activity?

Most issues or questions raised by the EV driver can be resolved immediately on the phone.

Network Operations Centre

Should the 24/7 Frontline team be unable to directly resolve a driver request, the representative will open a service ticket and escalate the issue to the NOC (Network Operations Center), who will take over and start resolution sequence.

In addition to receiving a service tickets from the 24/7 Frontline team, FLO's Network Operations team proactively monitors all Charging Stations in the field and can respond to any change in station status in real-time. This means the Network Operations team can proactively identify hardware issues and initiate the corrective action plan almost immediately. Depending on the issue ticket, the network operations team may reach out to the site host or utility to inform them of a potential fault and service interruption while escalating the issue to the FLO Deployment and Support team for expert support or an onsite visit for issue resolution.

Deployment and Support

The D&S team provide troubleshooting services in cases where the NOC team is unable to diagnose and solve issues immediately. The team goes further in the remote diagnostics of a Charging Station to remotely identify and resolve the reported equipment failure. The team will either resolve the ticket and close the case with the customer or escalate it to the Field Services Team for onsite intervention, the terms of which are set out in the Warranty.

Deployment and Support - Field Services

Where an ongoing issue requires an onsite intervention to resolve, the D&S team will escalate the case to Field Services and will mark the affected charging station "Out of service" on the network management backend to clearly show Users that the Charging Station is unavailable. Marking a Charging Station as out of service will trigger an automatic update on public maps indicating the status. The FLO Field Support team will use all commercially reasonable efforts to return the Charging Station to service, including coordination with the site host and utility (if required).

Collaborative Service Offer

FLO is responsible for all FLO EV charger maintenance costs during the 12-month pilot period.

In addition to FLO's standard services that are available to support the BESTFIT project, FLO is will provide additional O&M services for the Charging Stations including:

- Maintenance services for the Charging Stations covering both Preventative Maintenance (graffiti removal, cleaning) and Corrective Maintenance*, repair costs and expenses due to vandalism, improper use, etc.
- Removing, replacing, re-installing a Charging Station; and
- Acquiring, storing, and handling of spare parts necessary to maintain exemplary station uptime for the charging stations.

** Corrective Maintenance coverage excludes station replacement due to vandalism, improper use, excessive wear and tear or accident as described in further detail below.*

1. Maintenance Services

Preventative Maintenance:

As an additional service beyond the requirements of the Charging Station Warranty, FLO will be responsible for providing routine preventative maintenance for each Charging Station Site based on the following schedule:

- A minimum of 1 (one) system inspection for preventative maintenance every 6 months, with at least 5 months between system inspections.
- A minimum of 1 (one) yearly visit to perform preventative maintenance of the Charging Stations.
- A minimum of 2 (two) site inspections and external cleanings every month, with at least 10 days in between inspections.

To meet these requirements, FLO will undertake the following tasks as outlined below:

Description	Site Inspection (min two per month, junior technician)	System Inspection (every 6 months, senior technician)	Yearly Maintenance (senior technician)
General inspection			
Inspect glass screen printing	X	X	X
Verify and remove graffiti where possible	X	X	X
Verify if all the LEDs are operational	X	X	X
Verify the charging station sign	X	X	X
Verify external damages	X	X	X
Perform external cleaning services (see below)	X	X	X
Inspect all the external screws	X	X	X
Verify the XBee antenna			X

Description	Site Inspection (min two per month, junior technician)	System Inspection (every 6 months, senior technician)	Yearly Maintenance (senior technician)
Verify the cellular antenna			X
Cable management inspection and cleaning			
Verify the integrity of the steel cables	X	X	X
Clean the steel cables			X
Verify the steel cable exit guide		X	X
Verify the integrity of the interior and exterior stops		X	X
Make sure that the steel cable goes back in its place	X	X	X
Charging cable / Charging connector inspection			
Inspect the condition of the charging connector	X	X	X
Verify and clean the charging connector			X
Verify the operation of the door lock		X	X
Lubricate the door pivot point			X
Verify the detection of the presence of the connector in the station (Charging Stations Network Management System reports "Door opened" state as expected)		X	X
Inspect the condition of the charging cable	X	X	X
Inspect the condition of the charging connector lock		X	X
Verify the integrity of the cable-ties		X	X
Tuxedo box enclosure			
Verify the overall integrity	X	X	X
Open the panel and verify if there is a presence of humidity		X	X
Verify the tightness of the contacts on the circuit breakers	⚠		X
Interior of the station			
Lift the terminal head and verify the power connector that connect the terminal head with the pedestal			X
Verify the tightness of the input terminal block screws downstream of the main power panel	⚠		X
Functionality tests			
Verify the station communication with the server			X
Validate in Charging Stations Network Management System (CSNMS) the vehicle detection			X
Validate in CSNMS the measurement by the station of the energy transfer (amps, volts watts)			X
With a voltmeter, take a reading of the voltage transferred to the simulator.	⚠		X

External Cleaning Services

Site inspections will include general inspection of site conditions and necessary work to maintain each Charging Station including the charge post/pole/base or bracket, Charging Station head units, cables, and tuxedo box, including:

- Where possible, remove any flyers, stickers, or other items adhered to the Charging Station.
- Where possible, remove any graffiti marked on the Charging Station; report any un-removed graffiti to Site Host.
- Wipe clean all external Charging Station components: remove any dirt, grease, film, or residue.
- Clean the user interface on the front of each Charging Station.
- Inspect any Lexan infographic* (optional) incorporated into the tuxedo panel of the Charging Station and report any significant damage. Notify relevant stakeholders if the Lexan infographic requires replacement.

*Lexan infographic and general surface scratching or damage to decals will be dealt with on a case-by-case basis and FLO will coordinate all decal replacement services with the associated media consultant for repair or replacement. Costs of infographic replacement will be billed separately. Decal replacement is not covered by the Preventative Maintenance and will not count as a Corrective Maintenance action.

Reporting

O&M Maintenance Reports (Preventative and Corrective Maintenance Reports including Incident Reports and Performance Metrics) will be provided per the pilot scope.

Corrective Maintenance

As an additional service beyond the requirements of the Charging Station Warranty, FLO will be responsible for providing Corrective Maintenance which includes on-site maintenance required to rectify and repair a faulty charging station and restore service, regardless of the origin of the failure.

Corrective Maintenance can be triggered by a Preventative Maintenance inspection, FLO proactive device monitoring or through an inbound phone call or email reported by an EV driver while visiting a charging site.

A Corrective Maintenance event may be initiated unexpectedly due to an emergency situation. Corrective Maintenance events may require FLO to respond on a 24/7 schedule with the capability to remotely lock-off* the Charging Station from further use and to notify the site host and utility if needed.

To meet the requirements of Corrective Maintenance status, FLO's NOC will perform the frontline support for the Charging Stations, including acknowledging and categorizing the equipment failure, performing remote diagnostics, and where necessary allocating field resources to undertake any onsite repairs to restore charging station service. In support of Corrective Maintenance, FLO will provide the following Service Level commitments:

- For any on-demand Corrective Maintenance necessary to maintain site safety as reported by users, maximum initial response time is two (2) hours from the moment of the service request opening. Following the initial response, within a maximum of twelve (12) hours from the moment of the service request opening, FLO will remotely lock-off* the Charging Station so it is not available for use and will notify the site host and utility if needed.
- In this case, a 'back in operation' date will be confirmed once the detailed site evaluation and reporting from all relevant authorities (i.e., police, fire inspectors, insurance evaluators, etc.) are received and approved.
- For all other Corrective Maintenance, maximum initial response time is eight (8) hours from the moment of the service request Opening. In this case, back in operation date will be confirmed following the detailed site evaluation and reporting.

*Remote lock-off requires cellular network connectivity and a fully functional Charging Station

Charging Station Replacement

In support of FLO's Preventative and Corrective Maintenance program, it may be deemed necessary to completely remove and relocate a Charging Station, including the post, bolts, brackets, base and all other components of the FLO-owned equipment. In this situation, FLO will determine if a Charging Station can be repaired or needs to be replaced. In the event of a replacement, FLO will manage the Charging Station removal and replacement process, including securing and making the site safe following removal, and overseeing the installation of the replacement Charging Stations. This work is out of scope and related costs will be managed under a separate scope in coordination with the BESTFIT stakeholders.

Safety of Technicians

The safety of curbside workers is a priority for both FLO and all stakeholders. Every effort shall be supported by all stakeholders to ensure a safe workplace. Any assistance from the BESTFIT Sites and SCE will be welcomed. FLO may setup worksite sidewalk barricades, cones, barrels, or control pedestrian curbside street traffic for their safety and to protect workers during maintenance operations. FLO will make every effort not to interfere with normal traffic movement near the sites during service calls, however there may be a safety perimeter established around the site for ladders or service vehicle accessibility. FLO reserves the right to setup service operations near and around the Charger Sites which may inconvenience public or private property. FLO will be responsible for securing required permits for Maintenance Work; BESTFIT Sites will support FLO in obtaining all required permits allowing FLO to service all sites for the duration of the pilot.

Training

FLO will provide a formal training program to certify FLO technicians and labor with the required skills to perform maintenance services tasks under this Maintenance Addendum. FLO will be required to maintain staff maintenance certifications for the duration of the engagement under this Maintenance Addendum. Some key topics covered by the training program will include:

1. Product knowledge, including Charging Stations Service and Remote Network Management Services
2. Installation and commissioning standards
3. Operating standards
4. Critical operating systems and possible failure modes
5. Corrective and preventative maintenance best practices
6. Proactive monitoring services and alarm management
7. Spare parts inventory and management

FLO is responsible for providing, at its own cost and to all its employees, applicable health and safety training, including OSHA 10 for General Industry training for non-skilled staff.

Sub-contracting

FLO may subcontract to one or more third parties all or a portion of the Services to be performed hereunder; provided, however, the use of any subcontractors will not relieve FLO of its responsibilities and obligations under this Maintenance Addendum.

Exceptional Circumstances

FLO will be entitled to stop and/or suspend performance of any of its obligations under this Maintenance Addendum in the following circumstances:

- (a) the occurrence of a Force Majeure Event* (defined next page);
- (b) access to the Charging Stations is blocked, revoked or suspended;
- (c) delays or interference with the performance of FLO's obligations resulting from the acts or omissions of BESTFIT Stakeholder Sites, or any other parties acting at their direction; or
- (d) the occurrence of an event relating to a Charging Station which renders the performance by FLO of its obligations under this Maintenance Addendum hazardous or contrary to prudent industry or health and safety practices.

*A Force Majeure Event means any event which is beyond the reasonable control of the affected party (the party claiming a Force Majeure Event), and with the exercise of due diligence, could not reasonably be foreseen, prevented, avoided or removed by such party, and does not result from such party's negligence or the negligence of its agents, employees or subcontractors, which causes the party affected to be delayed, in whole or in part, or unable to partially or wholly perform some or all of its obligations under this Agreement, including, without limitation, any act of God, fire, power surges, casualty, flood, earthquake, war, strike, lockout, pandemic, epidemic, illness or injury to workers, delayed or failed deliveries by subcontractors, power failure, damage or destruction of production facilities, lighting strike, riot, insurrection, transportation delays or defaults, delay in supply or shortages of fuel, components, raw materials or supplies, labor shortage, acts or omissions of third parties, action of any governmental authority, or any other cause beyond the reasonable control of the affected party. In such event, the affected party must promptly provide the other party with written notice of the Force Majeure Event with full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall provide updates on a bi-weekly basis. Delays on account of the COVID-19 pandemic and any subsequent expressions, characterizations or iterations associated therewith shall not be excusable delay. Delay in the affected party's receipt of subcontracted supplies or services for reasons beyond the affected party's control shall not be excusable delay to the extent that the supplies or services are available to the affected party from another source. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. Such extension shall be the affected party's sole and exclusive remedy for such delay and the other party shall not be liable for any damages or additional costs incurred as a result of such delay.

2. Budgetary Pricing Beyond the Pilot Period

FLO will provide the following Operations and Maintenance Services for the BESTFIT Project Charging Stations including:

- Preventative Maintenance: repair costs and expenses due to normal use during warranty period.
- Corrective Maintenance: repair costs and expenses due to vandalism, improper use, excessive wear and tear.
- Acquisition, storage, and handling of spare parts inventory necessary to maintain exemplary station uptime for the charging stations.

Budgetary Pricing Beyond the Pilot Period

Budgetary Cost for Level 2 Maintenance Services for a 12-month period:

Software & Network Monitoring	GMS Global Management Service	Per Unit	180.00
Yearly Maintenance Services	Annual On-Site Service	Per Unit	515.00
Bimonthly Inspection and Cleaning:	On-site Services x 12 months	Per Unit	3840.00
Estimated Corrective Maintenance	\$545 per event per unit	3 events	1635.00
		Per Unit Cost	6170.00

Budgetary Cost for Level 3 Maintenance Services for a 12-month period:

Software & Network Monitoring	GMS Global Management Service	Per Unit	350.00
Yearly Maintenance Services	Annual On-Site Service	Per Unit	850.00
Bimonthly Inspection and Cleaning:	On-site Services x 12 months	Per Unit	6960.00
Estimated Corrective Maintenance	\$1050 per event per unit	3 events	3150.00
		Per Unit Cost	11310.00

Payment of FLO invoices for out-of-scope services including parts, labor and related costs are payable Net 30.

Any invoices are subject to applicable taxes or fees.

At any time, either party may submit to the other party, a written notice of approval of any desirable or necessary changes to the Services to be performed (a "Change Order."). A Change Order shall include an estimate of the costs associated with such alteration or change. Upon the other party's written acceptance of a Change Order, such Change Order shall be incorporated into this Agreement and the Agreement shall be modified accordingly.

Specific Terms for Spare Parts Beyond the Pilot Term

- Parts under Warranty will be provided at no additional cost to BESTFIT Sites.
- Parts required for Corrective Maintenance not covered by Warranty are chargeable and may include shipping, taxes, duty, handling and storage costs to be invoiced separately.

3. Services outside the scope of this proposal

Specific Out of Scope Elements

Three elements are to be handled jointly between FLO and SCE and/or the Site Host; they are formally 'out of scope' per the project mandate.

1. Safety Emergency: Emergency Response for an installation requiring de-energization will require a SCE or first responder intervention.

2. Station Replacement or Relocation due to vandalism, improper use, excessive wear and tear, accident: Damage by theft, abuse, accidents and/or vandalism that requires station replacement or relocation will require a separate evaluation and remedy acceptable by the Parties. Pricing will be done on a quote per site basis (time/materials) based on the extent of the restoration.

Charging Station Replacement and Relocation

Replacing, re-installing, and/or moving the Charging Stations, if necessary, will be done on a quote per site basis.

Sample Hourly Rates

For any On Demand response not covered by this proposal, the Fee Schedule is set forth below:

Standard Service Times Regular Business Hours	Technician L2 - \$135/hr with 3-hr minimum Technician DC - \$150/hr with 3-hr minimum
Expedited / Emergency Service Times Outside Regular Business Hours	Technician L2 - \$235/hr with 3-hr minimum Technician DC - \$245/hr with 3-hr minimum

The minimum billing shall be three (3) hours on a Service Order.

Travel time is billed at appropriate billing rates of the Orders.

Service Area Map

Sites	Configuration 1 Street Pole	Configuration 2 Transformer	Configuration 3 Underground Vault	Configuration 4 Street Light
	Site 1: Euclid & Pico (Qty: 2, Type: L2)	Site 2: Adjacent to Santa Monica College Swim Center on 16th St, Santa Monica (Qty: 1, Type: DCFC)	<ul style="list-style-type: none"> Site 3: Saturn Ave, Huntington Park (Qty: 2, Type: L2) Site 4: Zoe Ave, Huntington Park (Qty: 2, Type: L2) Site 5: Clarendon Ave, Huntington Park (Qty: 2, Type: L2) 	<ul style="list-style-type: none"> Site 6: Miles Ave, Huntington Park (Qty: 2, Type: L2, Existing Street Lamp) Site 7: Miles Ave, Huntington Park (Qty: 2, Type: L2, New Street Lamp)

The map shows the service area for the configurations. A route is highlighted from the Santa Monica area to Huntington Park, with a distance of 13.7 miles and a travel time of 37 minutes. Key landmarks include The Getty, Los Angeles County Museum of Art, and the Natural History Museum of Los Angeles County.

4. Renewal Option: Transfer of Services to the Host City at the end of the pilot

A deliverable of the BESTFIT Pilot is to decide if the chargers shall continue to serve the community or be removed. FLO intends to donate the chargers to their respective communities should the units remain in place.

This Agreement may be renewed by transferring the Maintenance Service Agreement to the Site Host City at the conclusion of the BESTFIT pilot. FLO will consider a post-pilot service agreement with **ChargerHelp!** to continue the maintenance program on donated units.

Mutual written agreement of the Parties hereto, executed not less than two (2) months prior to the expiration of the Initial Term or any Renewal Term, as applicable. Pricing for an additional term including hourly rates will be subject to a renegotiated price reflective of the market value and parties involved at that time.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized representative and made effective as of the date of last signature.

FLO SERVICES USA INC.

Signature:
Name: Martin Brière
Title: VP Operations
Date:

Host City Name:

Signature:
Name:
Title:
Date:

Host City Name:

Signature:
Name:
Title:
Date:

ITEM 6

ATTACHMENT "A"

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



April 18, 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 CONSTRUCTION CONTRACT FOR CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to Palp Inc. DBA Excel Paving for the construction of CIP 2018-11 Active Transportation Program Cycle IV Project No. ATPL-5150(014) as the lowest responsive, responsible bidder for a not to exceed fee of \$4,238,633;
2. Approve a 5% construction contingency in the amount of \$211,932;
3. Appropriate \$4,111,849 to Account No. 202-8080-431.76-20 (State of California Department of Transportation reimbursable expense) and \$338,716 to Account No. 210-8080-431.76-20 (Metro Measure M funds); and
4. Authorize the City Manager to execute the construction contract agreement and all change orders in good faith.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 17, 2023, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014) (Project). The project creates a system of complete street boulevards. The project includes Class III bicycle routes, sharrows, signage, bike boxes and curb bulbouts. Upgrades include pedestrian safety and mobility enhancements, 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.

**CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT
FOR CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO.
ATPL-5150(014)**

April 18, 2023

Page 2 of 3

On March 7, 2023, staff recommended re-advertising the project due to the lone bid, which was higher than the engineer's estimate. The NIB was re-published on March 10, 2023, in a newspaper of general circulation. The plans and specifications were also accessed and redistributed by several electronic media outlets that post the bid package on e-bid boards. A bid opening was held on April 5, 2023 where the City Clerk opened and read two (2) bids. The following is the ranking of bids commencing from the lowest responsive, responsible bid:

Bidder (lowest bid first)	Total Bid
Palp Inc. DBA Excel Paving	\$4,238,633
Hardy and Harper Inc.	\$4,895,000

Palp Inc. DBA Excel Paving is the apparent low bidder. The bid analysis was conducted to ensure that the lowest responsive, responsible bid met all state and local requirements. Based on the investigation, staff's recommendation is to award Palp Inc. DBA Excel Paving the contract agreement (Attachment 1) for a not-to-exceed amount of \$4,238,633. The remaining bid proposal is available in the City Clerk's Office for review and the itemized bid results for comparative analysis is included as Attachment 2.

LEGAL REQUIREMENT

The City adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud, and corruption in the awarding of public contracts. The construction contract agreement conforms with all applicable State, local and public contracting codes and consents to the proper execution by the City Manager. The City Clerk's Office will release the bid bonds for all construction firms that were not selected after approval from the City Council.

FISCAL IMPACT/FINANCING

Staff recommends awarding the contract to Palp Inc. DBA Excel Paving for the construction of CIP 2018-11 Active Transportation Program Cycle IV Project No. ATPL-5150(014) as the lowest responsive, responsible bidder for a not-to-exceed amount of \$4,238,633 and approve a 5% construction contingency in the amount of \$211,932. An appropriation of \$4,111,849 to Account No. 202-8080-431.76-20 (State of California Department of Transportation reimbursable expense) and \$338,716 to Account No. 210-8080-431.76-20 (Metro Measure M funds) is required to fund the project. Finance staff will ensure that the proper expenditure request forms are submitted to Metro for the Measure M portion of the project. General funds shall not be affected or requested in this project. The City Manager is granted the authority to approve any and all negotiated construction change orders in good faith.

**CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT
FOR CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO.
ATPL-5150(014)**

April 18, 2023

Page 3 of 3

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. Palp Inc. DBA Excel Paving Construction Contract
2. Bid Results CIP 2018-11 ATP Cycle 4

ATTACHMENT "B"



CONTRACTOR SERVICES AGREEMENT

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

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **18th day of April 2023** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Palp Inc. DBA Excel Paving** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR 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, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **April 18, 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. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$4,238,633.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the

Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

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

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

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

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S

competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
 - A. **Commercial General Liability Insurance:** CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than 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 CONTRACTOR dual liability.

B. **Automobile Liability Insurance:** CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.

C. **Workers' Compensation Insurance / Employer's Liability Insurance:** 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 **TERMINATION WITHOUT CAUSE:** CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.

5.2 **EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
Palp, Inc DBA Excel Paving
2230 Lemon Ave
Long Beach, CA 90806
Curtis P. Brown III, President
Phone: 562-599-5841

CITY:
City of Huntington Park
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:** CONTRACTOR shall not SUB-CONTRACTOR 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 CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and

assigns of the Parties.

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

By: Ricardo Reyes
City Manager

Date: _____

PALP, INC DBA EXCEL PAVING:

By: Curtis P. Brown III
President

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

PALP, INC DBA EXCEL PAVING

Note: The standard printed bid bond form of any bonding company acceptable to the City of Huntington Park may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Huntington Park are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE
BID BOND

FOR

ATP CYCLE 4
BICYCLE AND PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT
ATPL-5150(014)

FY 2022/2023
PROJECT NO. 2018-11

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that PALP Inc. dba Excel Paving Company, as BIDDER, and Federal Insurance Company, as SURETY, are held and firmly bound unto the City of Huntington Park, as AGENCY, in the penal sum of Ten percent of the total amount of the bid dollars (\$ 10%), which is ten percent of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this 13th day of March, 20 23.

BIDDER* PALP Inc. dba Excel Paving Company 2230 Lemon Avenue, Long Beach, CA 90806
Curtis P. Brown, III, President 562-599-5841

SURETY* Federal Insurance Company 202B Halls Mill Rd., Whitehouse Station, NJ 08889
Douglas A. Rapp 908-903-3485
Douglas A. Rapp, Attorney in Fact Rapp Surety & Ins. Services, Inc., 999 Corporate Dr., Suite 100, Ladera Ranch, CA 92694
Subscribed and sworn to this day of , 20 949-393-0740

NOTARY PUBLIC SEE ATTACHED

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On March 13, 2023 before me, Debra Swanson, Notary Public
(Insert name and title of the officer)

personally appeared Douglas A. Rapp who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Swanson

(Seal)



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Ladera Ranch, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 5th day of April, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 5th day of April, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 13, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On APR - 5 2023 before me, R. Covington, Notary Public
(Here insert name and title of the officer)

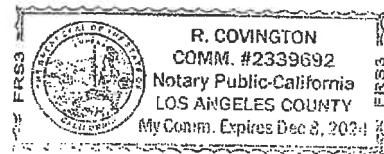
personally appeared Curtis P. Brown III
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

R. Covington
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
President
(Title)
- Partner(s)
- Attorney-In-Fact
- Trustee(s)
- Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
ATP CYCLE 4
BICYCLE AND PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT
ATPL-5150(014)
FY 2022/2023
PROJECT NO. 2018-11
IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No

If the answer is yes, explain the circumstances in the space provided.

N/A

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

**PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

NIA

FOR

ATP CYCLE 4
BICYCLE AND PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT
ATPL-5150(014)

**FY 2022/2023
PROJECT NO. 2018-11**

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

Bid

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 5 day of APR - 5 2023,

PALP, INC DBA
EXCEL PAVING COMPANY

(Name of Organization)

Curtis P. Brown III President

(Title of Person Signing)

Curtis P. Brown III
(Signature)

Curtis P. Brown III
President

ACKNOWLEDGEMENT

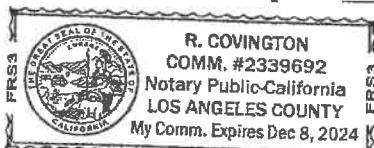
STATE OF CALIFORNIA)
COUNTY OF Los Angeles)) ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 5 day of APR - 5 2023.

R. Covington
Notary Public Signature

My Commission Expires: 12/8/2024



PALP INC. DBA EXCEL PAVING COMPANY - PROJECT REFERENCES

Job #	Job Name	Address	Agency	City	Zip Code	Contact	Phone	Email	Start	Complete	Contract \$
5337	Irvine	220 Technology Dr, Suite 210	Irvine	92618	Matt Apolton	(714) 341-7130	mapolton@alliance.com	08/01/16	08/01/18	\$ 419,400	
5443	Long Beach Blvd. Ph. 2	11330 Bullis Rd	Lynwood	92662	Antonio Perez	(310) 603-0220	aperez@lynwood.ca.us	03/27/17	11/20/18	\$ 3,128,879	
5452	N. San Fernando Rd	Burbank	150 North Third Street	91510	Vikki Darijan	(818) 238-3885	V.Darijan@burbankca.gov	09/13/17	09/20/18	\$ 1,158,769	
5503	Bananca Charrana, Irvine	Orange County	1152 E. Fruit St.	92701	Bruce Poma	714-985-0214	bruce.poma@ocpw.ocgov.com	08/09/18	08/10/18	\$ 1,000,000	
5510	Del Obispo	San Juan Capistrano	32400 Paseo Adelanto	92675	Paul Nestikin	(949) 483-7111	robert.valle@ocpw.ocgov.com	08/15/18	10/15/18	\$ 1,469,801	
5515	Silverado Canyon Bridge Maintenance	OCPW	1152 E. Fruit St.	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	TBD	TBD	\$ 441,177	
5548	Urgent Park Lck	Whittier	13230 Penn Street	90602	Alfredo Hernandez	562-567-5512	ahernandez@cityofwhittier.org	04/07/18	10/01/18	\$ 929,734	
5553	Various St Pavement Rehab	Compton	205 S. Willowbrook Ave	90220	Peter Salgado	949-232-6281	Peter.Salgado@iv5.com	03/04/19	07/01/19	\$ 1,614,000	
5564	Silverado Canyon	OCPW	1152 E. Fruit St.	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	03/01/18	07/01/19	\$ 1,175,877	
5570	SRTS/Kanass Ave	Santa Monica	1437 4th, Suite 300	98401	Brian Ochoa	(310) 466-9832	Brian.Ochoa@smgov.net	05/01/18	05/01/18	\$ 554,971	
5572	OSMC Lot	Ontario	1425 S. Bon View Ave	91784	Steve Gralnick	(909) 395-2890	SGralnick@ontarioca.gov	08/01/18	02/27/19	\$ 2,649,321	
5585	Live Oak / Trabuco	ACC / OC	2850 Bay Vista Ct.	94510	Doug Van Note	(707) 742-6442	dvnnote@achchull.com	08/15/19	TBD	\$ 379,870	
5589	Century Blvd Mobilization	Inglewood	One Blvd Manchester Blvd	90301	Hunter Nguyen	(310) 442-7658	huntern@cityofinglewood.org	10/30/18	10/30/18	\$ 18,422,376	
5593	Commercial Streets Rehab	Redondo Beach	415 Diamond Street	90277	Daniel Guezo	(310) 318-0561	Daniel.Guezo@Redondo.org	01/14/19	01/14/19	\$ 1,042,646	
5596	Street Improvements	San Clemente	910 Calle Negocio, Suite 100	92673	Gary Voborsky	949-361-6132	voborsky@san-clemente.org	02/29/19	02/29/19	\$ 1,542,925	
5599	El Modena - Irvine Channel Rehab	OCPW	1152 E. Fruit St.	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	10/01/18	TBD	\$ 2,795,308	
5601	City of Torrance SSP	Torrance	20500 Madonna Ave	90593	Brenda Meun	310-618-3049	bmoun@torranceca.gov	01/02/19	01/02/19	\$ 2,889,988	
5604	Great Street Impuls	San Gabriel	917 E. Grand Ave ~	91778	Suzka "Angela" Cheng	626-308-2825	scheng@spch.org	03/04/19	08/20/19	\$ 1,445,802	
5607	La Palma / State College Widening	Anaheim	200 S. Anaheim Blvd	92805	Rowena Jancia	(714) 785-4913	marcia@anaheim.net	01/14/19	TBD	\$ 4,111,793	
5610	Anaheim Blvd / Bell Road Intersection	Anaheim	14403 E. Pacific Ave	91705	Chase Fidler	(626) 861-0111	chaser@cityofanaheimpark.com	05/20/19	05/20/19	\$ 4,197,281	
5614	Frazier St Improvements	Baldwin Park	150 S. Palm Ave	92376	Jeff Schreiter	909-852-2531	jschreiter@cityofbaldwinpark.com	01/07/19	TBD	\$ 1,027,574	
5618	Metrolink Parking Lot Ph 2	Bell	14717 Buell Avenue	91790	Vincent Saucedo	626-931-7266	vsaucedo@cityofbaldwinpark.com	03/01/19	01/22/20	\$ 1,078,852	
5620	DTLA Bus Loyer Project	Inglewood	100 S. Vincent Ave, Ste 200	91340	Manuel Fabian	626-888-1243	mfabian@cityofinglewood.org	01/14/19	05/01/19	\$ 723,795	
5623	San Fernando Road Improvements	San Fernando	177 Macnall St	91340	Gary Voborsky	949-381-6132	voborsky@san-clemente.org	02/01/19	02/01/19	\$ 309,903	
5624	Avenida Palizada Sidewalk	San Clemente	910 Calle Negocio, Suite 100	92673	Brian Ochiai	310-458-8121	iran.ochiai@impgov.net	03/01/19	03/01/19	\$ 784,784	
5627	Street and Drainage Improvement	Santa Monica	1437 4th Street, Suite 300	92601	Gregory Lindsay	323-923-2626	g.lindsay@cityoffairfax.org	03/04/19	03/01/19	\$ 1,384,648	
5628	Pavement Rehab	Bell	6330 Pine Avenue	90280	Kahono Oei	310-973-3260	koei@ewonfactory.org	02/01/19	02/01/19	\$ 1,598,315	
5638	Inglewood Ave Improvement Ph 3	Lawndale	1437 4th Street, Suite 200	91340	Jason Hoang	310-458-2201	Jason.Hoang@SHGOV.NET	11/25/19	11/25/19	\$ 3,987,585	
5646	Annual Paving, SNAP Lot	Santa Monica	111 South First Street	91081	Stephanie Camorlinga	626-570-5062	scamorling@cityofhambranort	08/03/19	07/03/19	\$ 359,853	
5654	SB - Street Rehab	Alhambra	4815 Casa Loma Ave	92886	Freddy Castillo	714-964-7100	festill@cityofalhambra.org	07/22/19	TBD	\$ 1,198,199	
5655	Annual Pavement Preservation	Yorba Linda	333 W. Ocean Blvd	90612	George Kar	562-570-6525	Daniel.Guzer@radio106.org	06/01/19	01/17/20	\$ 1,487,801	
5659	West Seaside Way	Tung Beach	415 Diamond Street	90277	Daniel Guerzo	323-923-2661	robert.valle@ocpw.ocgov.com	01/01/19	01/31/19	\$ 1,035,309	
5661	Inglewood Ave. and Flinkey Lane	Redondo Beach	1152 E. Fruit St.	90270	Robert Valle	(714) 245-4525	ihunter@cityofinglewood.org	07/29/19	07/28/20	\$ 838,800	
5662	Midway City North AC Repairs	OCPW	One W. Manchester Blvd	90301	Hunter Nguyen	310-412-788	jhuentes@surfcity-lb.org	07/01/19	07/29/20	\$ 2,916,192	
5669	Van Ness Ave	Inglewood	2000 Main Street	92848	Joe Fuentes	714-536-5259	jhuentes@surfcity-lb.org	07/01/19	07/29/20	\$ 1,693,265	
5674	Edinger Avenue Improvements	Huntington Beach	1010 E. La Habra Blvd.	90631	Cesar Rengel	(562) 383-4151	crangel@fahatarea.gov	TBD	TBD	\$ 2,450,000	
5676	Whitter Blvd / Hartena Rd Intersection	OCPW	1152 E. Fruit St.	92701	Robert Valle	310-412-788	robert.valle@ocpw.ocgov.com	08/01/19	08/01/20	\$ 888,532	
5679	County of Orange - Pavement Maintenance	Calabasas	100 Civic Center Way	91322	Alba Lemos	818-224-1677	alemos@cityofcalabasas.us	01/01/20	01/01/20	\$ 2,944,776	
5680	Street Rehab	Laguna Beach	505 Forest Ave	92631	Tom Sandefur	949-497-3211	tsandefur@lagunabeach.org	08/01/19	08/01/20	\$ 5,257,384	
5685	Street and Alley Improvements	Beverly Hills	345 Foothill Road	90210	Manu Paul Dhaliwal	310-285-2513	mhaliwal@beverlyhills.org	01/01/20	01/01/20	\$ 4,688,777	
5696	Annual Street Resurfacing	San Fernando	117 Magnolia St	91340	Manel Fabien	(818) 698-1243	mfabian@sfcty.org	09/23/19	01/31/20	\$ 1,894,808	
5698	1605 Hot Spot	Pico Rivera	6915 Passions Blvd	90660	Chris Deaca	(310) 502-6336	cbaca@ymlan.com	11/25/19	01/08/20	\$ 1,216,723	
5699	Residential Street Rehab	Redondo Beach	415 Diamond Street	90277	Lauren Sathen	310-318-9886	lauren.sathen@redondoboro.org	11/12/19	02/10/20	\$ 1,000,000	
5700	Leisure Niguel Regional Park	OCPW	1152 E. Fruit St.	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	11/12/19	11/12/20	\$ 2,490,000	
5701	County of Orange - General Engineering	Azusa	213 E. Foothill Blvd	91702	Christina Curiel	626-812-5246	ccuriel@azusaca.gov	01/21/20	06/30/20	\$ 1,978,872	
5709	Cycle 4 Street Resurfacing Program	Manhattan Beach	3621 Bell Ave	90266	Adilia Miller	310-402-5353	amiller@lrbm.info	01/13/19	TBD	\$ 1,329,858	
5714	Valley Blvd. Sewer & Pavement	La Puente	15900 Main St.	91744	Adel Freij	(562) 780-7752	adel.freij@mlfdan.com	01/13/19	TBD	\$ 1,043,469	
5715	Northwest Infrastructure	Monrovia	600 S. Mountain Ave	91016	Sean Sullivan	(626) 932-5522	ssullivan@cityofmonrovia.ca.us	TBD	TBD	\$ 9,678,293	

**ATP CYCLE 4
BICYCLE AND PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT
ATPL-5150(014)**

**FY 2022/2023
PROJECT NO. 2018-11**

IN THE CITY OF HUNTINGTON PARK

BID PROPOSAL

**PALP, INC DBA
EXCEL PAVING COMPANY**

BID PROPOSAL INSTRUCTIONS
FOR
**ATP CYCLE 4
BICYCLE AND PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT
ATPL-5150(014)**

**FY 2022/2023
PROJECT NO. 2018-11**

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as CITY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BID PROPOSAL

FOR

ATP CYCLE 4
BICYCLE AND PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT
ATPL-5150(014)

FY 2022/2023
PROJECT NO. 2018-11

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Specifications and read the accompanying Instructions to Bidders, and hereby proposes to do all the work in accordance with said Specifications for the amounts set forth below. The contract will be awarded to the lowest responsible bidder based on the base bid schedule.

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Total Price
General Bid Items					
1	Mobilization/Demobilization. Not to Exceed 3% of Total Bid	1	LS	\$98,000.00	\$98,000.00
2	Traffic Control. Not to Exceed 3% of Total Bid	1	LS	\$97,000.00	\$97,000.00
Concrete Work					
Bulbouts (Curb Extensions)					
3	Remove Existing Concrete & Construct Concrete Bulb- Outs (Extended Curb Ramp) per Details on Plans	13,000	SF	\$45.00	\$585,000.00
Curb Ramps					
4	Remove and Replace Existing Curb Ramp with ADA Ramp (SSPWC Standard or per Details on Plans)	41	EA	\$14,000.00	\$574,000.00
Sidewalk					
5	Furnish & Install Truncated Dome (ADA Pad) at Existing Alley Entrances or at Select Driveways/Ramps (Approximately 3'x7.5' Individual Pad Size)	44	EA	\$1,700.00	\$74,800.00
6	Remove and Replace Sidewalk (4" Thick as Indicated on Plans)	25,000	SF	\$19.00	\$475,000.00
7	Remove and Replace Sidewalk (6" Thick as Indicated on Plans)	5,000	SF	\$26.00	\$130,000.00
Striping: Bike Sharrows & Bike Boxes (Thermoplastic)					
8	Paint New Bike Sharrows Striping (with Solid Green Background) at Locations Shown on Plans	1	LS	\$318,000.00	\$318,000.00
9	Paint New Bike Boxes at Intersections.	1	LS	\$98,000.00	\$98,000.00

BASE BID SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Total Price
10	Paint New Dashed Bicycle Path Across Intersections (Dashed Solid Green Background)	1,400	SF	\$17.00	\$23,800.00
	Striping: Traffic Lanes (Paint)				
11	Restripe (Refresh) Existing Centerline Striping. Single-Yellow Centerline per Caltrans Std. A20A Detail 2	4,500	LF	\$0.26	\$1,170.00
12	Restripe (Refresh) Existing Centerline Striping. Double-Yellow Centerline per Caltrans Std. A20A Detail 22	20,000	LF	\$0.35	\$7,000.00
13	Restripe (Refresh) Existing Yellow Median Island Striping (Tapered Noses) per Caltrans Std. A20B Detail 29	2,500	LF	\$0.70	\$1,750.00
14	Restripe (Refresh) Existing Yellow Two-Way Left-Turn Lane Striping per Caltrans Std. A20B Detail 32	6,000	LF	\$0.62	\$3,720.00
15	Restripe (Refresh) Existing 6"-Wide Traffic Lane Striping. Per Caltrans Detail 9	42,000	LF	\$0.19	\$7,980.00
16	Restripe (Refresh) Existing 6"-Wide Channelizing Striping at Intersections as Shown on the Plans	15,200	LF	\$0.21	\$3,192.00
	Striping: Crosswalks (Thermoplastic)				
17	Remove & Replace Existing Crosswalk Striping with 2-ft. x 12-ft. Continental Crosswalk Striping at 2-ft. Spacing. <u>White</u> Color. Approximately <u>78,000 sq. ft.</u> of <u>Solid</u> Striping. Length Includes Blank Spacing.	10,750	LF	\$24.00	\$258,000.00
18	Remove & Replace Existing Crosswalk Striping with 2-ft. x 12-ft. Continental Crosswalk Striping at 2-ft. Spacing. <u>White</u> Color with <u>White</u> Retro-Reflective <u>Markers</u> . Approximately <u>2,000 sq. ft.</u> of <u>Solid</u> Striping. Length Includes Blank Spacing.	300	LF	\$27.00	\$8,100.00
19	Remove & Replace Existing Crosswalk Striping with 2-ft. x 12-ft. Continental Crosswalk Striping at 2-ft. Spacing for School Zones. <u>Yellow</u> Color with <u>Yellow</u> Retro-Reflective <u>Markers</u> . Approximately <u>22,000 sq. ft.</u> of <u>Solid</u> Striping. Length Includes Blank Spacing.	3,500	LF	\$27.00	\$94,500.00
	Striping: Parking (Paint)				
20	Restripe Parking "T"s (2' x 4') and Crosses (4' x 4') 4" Wide Stripes (White Paint)	1,250	EA	\$28.00	\$35,000.00
21	Curb Painting (Red, Blue, Green, Etc.)	28,000	LF	\$1.00	\$28,000.00
	Striping: Miscellaneous (Thermoplastic)				
22	Restripe Existing Arrows (Left, Right, Through, Merge, Etc.) per Caltrans Std. A24A	190	EA	\$99.00	\$18,810.00
23	Restripe Existing Speed Limit Markings (Two Digits - 25, 30, 35) per Caltrans Std. A24C	40	EA	\$210.00	\$8,400.00
24	Restripe Existing Words: ("Stop", "Ahead", "Keep", "Clear", "Ped", "Xing", "RxR" etc.) per Caltrans Std.	250	EA	\$200.00	\$50,000.00
25	Restripe Existing Yield Line Triangles ("Shark Teeth")	162	EA	\$23.00	\$3,726.00
26	Restripe Existing 12-inch-Wide Limit Lines	5,300	LF	\$3.35	\$17,755.00
	Signage				
27	Furnish New Wayfinding Signs (per sample on sheet 123) and install on existing poles. Exact wording and design to be provided by City Engineer prior to contractor procurement.	20	EA	\$2,500.00	\$50,000.00

BASE BID SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Total Price
28	Furnish New Directory Signs (per sample on sheet 123) and install on existing poles. Exact wording and design to be provided by City Engineer prior to contractor procurement.	4	EA	\$2,700.00	\$10,800.00
29	Furnish & Install New "Bike Route" Sign per MUTCD Std D11-1 on Existing or New Sign Post	40	EA	\$365.00	\$14,600.00
30	Furnish & Install New Road Sign per MUTCD Std (M4-14, M4-6, R10-6A) on Existing or New Sign Post	34	EA	\$365.00	\$12,410.00
31	Furnish & Install New Variant of MUTCD Std R10-15A (Turning Vehicles Yield to Pedestrians or Bicyclists) on Existing or New Sign Post	18	EA	\$365.00	\$6,570.00
32	Furnish & Install MUTCD "Share the Road" Sign on Existing or New Sign Post	24	EA	\$365.00	\$8,760.00
33	Furnish & Install New 8-foot-Tall Galvanized Steel Post for Signage per Plans	22	EA	\$250.00	\$5,500.00
34	Relocate/Restore Existing Road Sign to New Sign Post	10	EA	\$184.00	\$1,840.00
Utilities					
35	Remove Existing Pedestrian Push Button and Replace with New Push Button (ES-5C Style Push Button)	16	EA	\$3,400.00	\$54,400.00
36	Furnish & Install Bicycle Detector Loops at Bicycle Boxes	40	EA	\$500.00	\$20,000.00
Trees					
37	Furnish and Install New Shade Tree (Australian Willow) in New Tree Well (4-ft. x 4-ft.) per Detail on Sheet 124 of Plans. (Baby Size: 15 Gallon/5-ft. Tall).	10	EA	\$8,000.00	\$80,000.00
Bus Shelters & Trash Receptacles					
38	Furnish & Install New Powder-Coated Metal Trash Receptacle at Bus Shelter per Details on Sheet 116 of Plans	10	EA	\$1,300.00	\$13,000.00
39	Furnish & Install New Powder-Coated Metal Bus Bench per Details on Sheet 116 of Plans	3	EA	\$1,500.00	\$4,500.00
40	Construct New Single Bus Shelter (13'-8" x 5') per Details on Sheet 116 of Plans	7	EA	\$17,000.00	\$119,000.00
Survey Monument Restoration					
41	Reset Monuments or Centerline Ties As-Necessary for Construction per Section 400-2 (Page SP-11) of these Specs	20	EA	\$600.00	\$12,000.00
Temporary Construction Signs					
42	Furnish & Install Project Improvement Signs per Detail in Appendix B (Temporary Wooden Sign for Construction)	4	EA	\$1,400.00	\$5,600.00
Total					
\$3,439,683.00					

TOTAL BASE-BID AMOUNT BID IN WORDS:

three million four hundred thirty nine thousand six hundred eighty three

Dollars *00*/₁₀₀

Curtis P. Brown III President

Bidder's Signature

Title

PALP, INC DBA
EXCEL PAVING COMPANY

Company Name

BID ALTERNATIVES

FOR

ATP CYCLE 4 PROJECT
ATPL-5150(014)

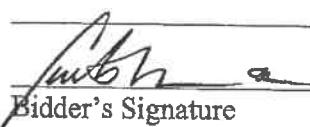
FY 2022/2023
PROJECT NO. 2018-11

IN THE CITY OF HUNTINGTON PARK

BID ADDITIVE ALTERNATIVE SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Total Price
Concrete Work					
Bulbouts (Curb Extensions)					
1A	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Gage Ave & Cottage Street (NE/SW/SE Corners). Approximately 820 sq. ft to 1,000 sq. ft. Including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	3	EA	\$36,000.00	\$108,000.00
2A	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Gage Ave & Rita Ave (NW Corner). Approximately 435 sq. ft. Including Truncated Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	1	EA	\$24,000.00	\$24,000.00
3A	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Gage Ave & Benson St. (NW Corner). Approximately 350 sq. ft. Including Truncated Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	1	EA	\$18,000.00	\$18,000.00
4A	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Gage Ave & Templeton St. (NE Corner). Approximately 280 sq. ft. Including Truncated Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	1	EA	\$17,000.00	\$17,000.00
Curb Ramps					
5A	Remove and Replace Existing Curb Ramp with ADA Ramp (SSPWC Standard or per Details on Plans)	42	EA	\$13,000.00	\$546,000.00
Striping: Traffic Lanes (Paint)					
6A	<u>Santa Fe & Miles Ave:</u> Refresh Recently-Installed Double-Yellow Centerline per Caltrans Std. A20A Detail 22	5,800	LF	\$0.40	\$2,320.00
7A	<u>Santa Fe & Miles Ave:</u> Refresh Recently-Installed Yellow Median Island Striping (Tapered Noses) per Caltrans Std. A20B Detail 29	750	LF	\$1.00	\$750.00

BID ADDITIVE ALTERNATIVE SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Total Price
8A	Santa Fe & Miles Ave: Refresh Recently-Installed Yellow Two-Way Left-Turn Lane Striping per Caltrans Std. A20B Detail 32	2,100	LF	\$1.00	\$2,100.00
9A	Santa Fe & Miles Ave: Refresh Recently-Installed 6"-Wide Traffic Lane Striping. Per Caltrans Detail 9	12,000	LF	\$0.20	\$2,400.00
10A	Santa Fe & Miles Ave: Refresh Recently-Installed 6"-Wide Channelizing Striping at Intersections as Shown on the Plans	3,600	LF	\$0.25	\$900.00
Striping: Parking (Paint)					
11A	Restripe Parking Spots on Pacific Blvd (Total of 418 Individual Stripes at 25 feet Long)	10,500	LF	\$1.00	\$10,500.00
12A	Restripe Parking Spot Numbering on Pacific Blvd	400	EA	\$9.00	\$3,600.00
13A	Restripe Restricted Parking Spots on Pacific Blvd (Cross Stripes with "No Parking" Lettering)	12	EA	\$150.00	\$1,800.00
14A	Restripe Blue Parking Limit Line on Pacific Blvd (Both Sides of Street)	7,200	LF	\$2.00	\$14,400.00
15A	Restripe Restricted Area / Red Cross Striping (for Placemaking Islands Along Pacific Blvd)	4,800	SF	\$1.00	\$4,800.00
16A	Curb Painting on Pacific Blvd (Red, Blue, Green, etc.)	5,000	LF	\$1.00	\$5,000.00
17A	Santa Fe & Miles Ave: Refresh Newly-Installed Parking "T"s and Crosses (As Directed/Necessary)	450	EA	\$12.00	\$5,400.00
18A	Santa Fe & Miles Ave: Refresh Newly-Installed Curb Painting (Red, Blue, Green, etc.) As Directed/Necessary	11,500	LF	\$1.00	\$11,500.00
Striping: Miscellaneous (Paint)					
19A	Santa Fe & Miles Ave: Refresh Newly-Installed Markings (Arrows, Words, etc.) As Directed/Necessary	110	EA	\$168.00	\$18,480.00
20A	Santa Fe & Miles Ave: Refresh Newly-Installed Limit Lines (As Directed/Necessary)	500	LF	\$4.00	\$2,000.00
Total					
\$798,950.00					

TOTAL BID ADDITIVE ALTERNATIVE SCHEDULE IN WORDS:


 Bidder's Signature Curtis P. Brown III President
 PALP, INC DBA
 EXCEL PAVING COMPANY
 Company Name

seven hundred ninety eight thousand nine hundred fifty 00,
00 Dollars

BID PROPOSAL (CONT.)
FOR
**ATP CYCLE 4
BICYCLE AND PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT
ATPL-5150(014)**

**FY 2022/2023
PROJECT NO. 2018-11**

IN THE CITY OF HUNTINGTON PARK

ACKNOWLEDGEMENT

**BIDDER HAS VISITED
PROJECT SITE**

PALP. INC DBA
We EXCEL PAVING COMPANY (Contractor's name) hereby certify that
we visited the project site and that we are familiar with the project scope and field conditions.

By:  Date: APR - 5 2023
Contractor Representative Signature
Curtis P. Brown III President
Print Name / Title

This form must be signed and attached to the bid.

BID PROPOSAL (CONT.)
FOR
**ATP CYCLE 4
BICYCLE AND PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT
ATPL-5150(014)**

**FY 2022/2023
PROJECT NO. 2018-11**

IN THE CITY OF HUNTINGTON PARK

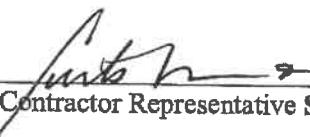
REQUEST FOR INFORMATION FORM

FOR ALTERNATIVE BID ITEMS OR PRODUCT SUBSTITUTIONS

PALP, INC DBA

We **EXCEL PAVING COMPANY**

(Contractor's name) acknowledge that any RFIs related to alternative work or substitution of products are to be requested in writing by the RFI deadline. We also acknowledge that requests for alternative work or substitution of products may not be granted by the City, or if granted, may not result in an extension of the Bid Date. Finally, we acknowledge that the City may reject the low-bid if the low-bidder issues a request for alternative work or substitution of products after the RFI deadline, or after the Bid Date.

By: 

Contractor Representative Signature

Date:

APR - 5 2023

Curtis P. Brown III President

Print Name / Title

This form must be signed and attached to the bid.

DESIGNATION OF SUBCONTRACTORS AND FABRICATORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

	NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
# B23802	PCI 562 2180504 975 W. 1st St. - Azusa Ca	Stamping
# B06122	KATO Landscape (714) 963 4615 18182 Bushard St. Fountain Valley Ca	Landscape + Irrigation
# C41391	Bravo Sign + Design (714) 284 0500 520 E. Central Ave. Anaheim Ca	WAYFINDING sign
# 773599	LNI CUSTOM Manufacturing 15542 Broadway Centr Gr Gardena Ca (310) 978 2000	Bus shelter items / Bench
# 757584	GLOBAL ROAD (714) 8930845 10932 Dorothy Ave. Garden Grove Ca	ELECTRICAL

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

NOTE: If Contractor is submitting an alternative supplier to

DESIGNATION OF SUBCONTRACTORS AND FABRICATORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO.,
AND PHONE NUMBER OF
SUBCONTRACTORS, SUPPLIERS,
AND VENDORS

PORTION OF WORK,
MATERIALS. OR EQUIPMENT

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

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DESIGNATION OF SUBCONTRACTORS AND FABRICATORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO.,
AND PHONE NUMBER OF
SUBCONTRACTORS, SUPPLIERS,
AND VENDORS

**PORTION OF WORK,
MATERIALS, OR EQUIPMENT**

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

NOTE: If Contractor is submitting an alternative supplier to

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two (2) years:

SEE ATTACHED

1.

Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

2.

Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

3.

Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Federal Insurance Co Rapp Sureties

999 Corporate Dr Suite 100

Ladera Ranch Ca 92694

949) 393 0740

Danb /Tim Rapp

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name PALP, INC DBA EXCEL PAVING
2230 LEMON AVE
Business Address: LONG BEACH, CA 90806

Telephone 562) 599-5841

State Contractor's License No. and Class: STATE LIC# 688659
A, C12, C31

Original Date Issued 5/11/94 Expiration Date 5/31/2024

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Curtis P. Brown III	President and Chief Executive Officer	2230 LEMON AVE
David A. Drukker	Vice President and Chief Financial Officer	LONG BEACH, CA 90806
Stefani A. Moreno	Corporate Secretary	
Crissa A. Phillips	Assistant Secretary	562) 599-5841

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

N/A

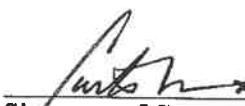
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

PALP, INC DBA
EXCEL PAVING COMPANY

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of APR - 5 2023, 20 ____.

BIDDER PALP, INC DBA
EXCEL PAVING COMPANY

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

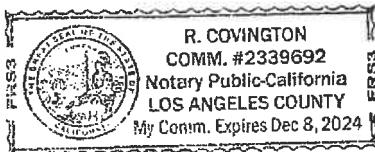

Signature of Contractor's Representative
Curtis P. Brown III President

Printed Name

Title

Subscribed and sworn to this _____ day of APR - 5 2023, 20 ____.

NOTARY PUBLIC R. Covington



ATTACHMENT "C"

Attachment -2

Item	Description	Engineer's Estimate				Harper & Harder Inc		Pap Inc. DBA Excel Paving	
		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization/Demobilization. Not to Exceed 3% of Total Bid.	1	LS	\$ 165,000.00	\$ 165,000.00	\$ 120,000.00	\$ 120,000.00	\$ 98,000.00	\$ 98,000.00
2	Traffic Control. Not to Exceed 3% of Total Bid	1	LS	\$ 165,000.00	\$ 165,000.00	\$ 120,000.00	\$ 120,000.00	\$ 97,000.00	\$ 97,000.00
3	Remove Existing Curbside & Construct Concrete Bulk-Curb (Extended Curb Ramp per Default on Plans)	13000 SF	-	\$ 842,282.00	\$ 95.00	\$ 1,235,000.00	\$ 45.00	\$ 565,000.00	
4	Remove and Replace Existing Curb Ramp with ADA Ramp (SDPWG Standard or per Default on Plans)	41 EA	EA	\$ 17,000.00	\$ 687,000.00	\$ 9,800.00	\$ 401,800.00	\$ 14,000.00	\$ 574,000.00
5	Furnish & Install Truncated Dome (ADA Pad) at Each ADA Access Point	44 EA	EA	\$ 850.00	\$ 37,400.00	\$ 3,500.00	\$ 154,000.00	\$ 1,739.00	\$ 74,800.00
6	Remove and Replace Sidewalk (4" Thick as indicated on Plans)	25000 SF	-	\$ 35.00	\$ 875,000.00	\$ 17.00	\$ 425,000.00	\$ 19.00	\$ 475,000.00
7	Remove and Replace Sidewalk (6" Thick as indicated on Plans)	1000 SF	-	\$ 45.00	\$ 225,000.00	\$ 25.00	\$ 125,000.00	\$ 28.00	\$ 130,000.00
8	Paint like Sharow Striping (with Solid Green Background) at Locations Shown on Plans	1 LS	LS	\$ 283,200.00	\$ 283,200.00	\$ 350,000.00	\$ 350,000.00	\$ 318,000.00	
9	Paint New Bike Boxes at Intersections	1 LS	LS	\$ 217,800.00	\$ 217,800.00	\$ 190,590.00	\$ 190,590.00	\$ 166,000.00	\$ 166,000.00
10	Paint New Bicycle Paint Across Intersections (Dashed Solid Green Background)	1400 SF	-	\$ 8.00	\$ 11,200.00	\$ 20.00	\$ 28,000.00	\$ 17.00	\$ 23,800.00
11	Resurface (Refresh) Existing Curb/centerline Striping, Single-Yellow Centerline per Caltrans Std. A20A Detail 2	4500 LF	LF	\$ 0.30	\$ 1,350.00	\$ 0.50	\$ 2,250.00	\$ 0.28	\$ 1,170.00
12	Resurface (Refresh) Existing Curb/centerline Striping, Single-Yellow Centerline per Caltrans Std. A20A Detail 22	20000 LF	LF	\$ 0.40	\$ 8,000.00	\$ 0.40	\$ 8,000.00	\$ 0.35	\$ 7,000.00
13	Resurface (Refresh) Existing Yellow Median Island Striping (Tapered Noses) per Caltrans Std. A20B Detail 29	2500 LF	LF	\$ 0.80	\$ 2,000.00	\$ 1.00	\$ 2,500.00	\$ 0.70	\$ 1,750.00
14	Resurface (Refresh) Existing Yellow Two-Way Left-In Lane Striping per Caltrans Std. A20B Detail 32	6000 LF	LF	\$ 0.70	\$ 4,200.00	\$ 1.00	\$ 8,000.00	\$ 0.62	\$ 3,720.00
15	Resurface (Refresh) Existing 8'-Wide Traffic Lane Striping. Per Caltrans Detail 9.	42000 LF	LF	\$ 0.22	\$ 9,240.00	\$ 0.25	\$ 10,500.00	\$ 0.18	\$ 7,980.00
16	Resurface (Refresh) Existing 5'-Wide Traffic Lane Striping. Existing 5'-Wide Traffic Lane Striping at 8' of Intersections as shown on Plans.	15200 LF	LF	\$ 0.25	\$ 3,800.00	\$ 0.30	\$ 4,560.00	\$ 0.21	\$ 3,192.00
17	Remove & Replace Existing Crosswalk Striping with 2-ft. x 12-ft. Continental Crosswalk Striping with 2-ft. x 12-ft. Spacing. White Color. Approximately 78,000 sq. ft. of Solid Striping. Length includes Blank Spacing.	10750 LF	LF	\$ 19.00	\$ 204,250.00	\$ 26.00	\$ 279,500.00	\$ 24.00	\$ 238,000.00
18	Remove & Replace Existing Crosswalk Striping with 2-ft. x 12-ft. Continental Crosswalk Striping at 2-ft. Spacing for School Zones. White Color with Retro-Reflective Markers. Approximately 22,000 sq. ft. of Solid Striping. Length includes Blank Spacing.	300 LF	LF	\$ 23.00	\$ 6,900.00	\$ 30.00	\$ 9,000.00	\$ 27.00	\$ 8,100.00
19	Remove & Replace Existing Crosswalk Striping with 2-ft. x 12-ft. Continental Crosswalk Striping at 2-ft. Spacing for School Zones. Yellow Color with Retro-Reflective Markers. Approximately 22,000 sq. ft. of Solid Striping. Length includes Blank Spacing.	3500 LF	LF	\$ 20.00	\$ 70,000.00	\$ 30.00	\$ 105,000.00	\$ 27.00	\$ 94,500.00
20	Resurface Pavement ("T" (2' x 1') and Crosses (4' x 4') 4" Thick, White Paint)	1250 EA	EA	\$ 4.20	\$ 5,250.00	\$ 32.00	\$ 40,000.00	\$ 28.00	\$ 35,000.00
21	Curb Painting (Red, Blue, Green, etc.)	28000 LF	LF	\$ 1.10	\$ 30,800.00	\$ 1.00	\$ 28,000.00	\$ 1.00	\$ 26,000.00
22	Resurface Existing Arrows (Left, Right, Through, Merge, Etc.) per Caltrans Std. A24A.	190 EA	EA	\$ 110.00	\$ 20,900.00	\$ 125.00	\$ 23,750.00	\$ 98.00	\$ 18,810.00
23	Resurface Existing Speed Limit Markings (Two Numbers - 25, 30, 35) per Caltrans Std. A24C	40 EA	EA	\$ 230.00	\$ 9,200.00	\$ 225.00	\$ 9,000.00	\$ 210.00	\$ 8,400.00
24	Resurface Existing Words: "Stop", "Ahead", "Keep", "Clear", "Ped", "King", "ToEx" etc. per Caltrans Std.	250 EA	EA	\$ 202.40	\$ 50,600.00	\$ 225.00	\$ 56,250.00	\$ 200.00	\$ 50,000.00
25	Resurface Existing Yield Line Triangles / Shark Teeth	162 EA	EA	\$ 14.00	\$ 2,298.00	\$ 50.00	\$ 8,100.00	\$ 23.00	\$ 3,726.00
26	Resurface Existing 12-inch-Wide Limit Lines	8300 LF	LF	\$ 4.16	\$ 22,207.00	\$ 4.00	\$ 21,200.00	\$ 3.35	\$ 17,755.00
27	Furnish New Wyannding Signs (per sample on sheet 123) and install on existing poles. Exact wording and design to be provided by City Engineer prior to contractor procurement.	20 EA	EA	\$ 3,300.00	\$ 66,000.00	\$ 4,000.00	\$ 80,000.00	\$ 2,500.00	\$ 50,000.00
28	Furnish New Directory Signs (per sample on sheet 123) and install on existing poles. Exact wording and design to be provided by City Engineer prior to contractor procurement.	4 EA	EA	\$ 4,500.00	\$ 18,000.00	\$ 6,000.00	\$ 24,000.00	\$ 2,700.00	\$ 10,800.00
29	Furnish & Install New Bike Route Signs per MUTCD Std D11-1 on Existing or New Sign Post	40 EA	EA	\$ 420.00	\$ 18,000.00	\$ 400.00	\$ 16,000.00	\$ 385.00	\$ 14,600.00
30	Furnish & Install New Road Sign per MUTCD Std M4-1, M4-6, R10-5A) on Existing or New Sign Post	34 EA	EA	\$ 420.00	\$ 14,280.00	\$ 400.00	\$ 13,600.00	\$ 385.00	\$ 12,410.00
31	Furnish & Install New Right of Way (Vehicle Yield to Pedestrian or Bicycle) on Existing or New Sign Post	18 EA	EA	\$ 420.00	\$ 7,560.00	\$ 400.00	\$ 7,200.00	\$ 385.00	\$ 6,570.00
32	Furnish & Install MUTCD "Share the Road" Sign on Existing or New Sign Post	24 EA	EA	\$ 420.00	\$ 10,080.00	\$ 400.00	\$ 9,600.00	\$ 385.00	\$ 8,780.00
33	Furnish & Install New 8-foot-Tall Galvanized Steel Signage for Signage per Plans (Signs Bid Separately)	22 EA	EA	\$ 400.00	\$ 6,800.00	\$ 300.00	\$ 6,600.00	\$ 250.00	\$ 5,500.00
34	Relocate/Restore Existing Road Sign to New Sign Post	10 EA	EA	\$ 220.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	\$ 184.00	\$ 1,840.00
35	Remove Existing Pedestrian Push Button and Replace with New Push Button (ES-5C Style Push Button)	16 EA	EA	\$ 3,400.00	\$ 54,400.00	\$ 2,000.00	\$ 32,000.00	\$ 3,400.00	\$ 54,400.00
36	Furnish & Install Bicycle Detector Loops at Bicycle Boxes	40 EA	EA	\$ 500.00	\$ 20,000.00	\$ 700.00	\$ 28,000.00	\$ 500.00	\$ 20,000.00
37	Furnish and Install New Shade Tree (Australian Willow) in New Tree Well (4-ft. x 4-ft.) per Detail Sheet 124 of Plans. (Baby Size: 15 Gallon/5-ft. Tall).	10 EA	EA	\$ 8,000.00	\$ 80,000.00	\$ 3,500.00	\$ 35,000.00	\$ 8,000.00	\$ 80,000.00
38	Furnish & Install New Powder-Coated Metal Trash Receptacle at Existing Shelters on Sheet 116 of Plans	10 EA	EA	\$ 1,800.00	\$ 16,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,300.00	\$ 13,000.00
39	Furnish & Install New Powder-Coated Metal Bus Bench per Details on Sheet 116 of Plans	3 EA	EA	\$ 2,100.00	\$ 6,300.00	\$ 2,000.00	\$ 6,000.00	\$ 1,500.00	\$ 4,500.00
40	Construct New Single Bus Shelter (13'-8" x 5' per Terminal or Community Site As Necessary for Construction per Section 400-2 (Page S7-11) of these (Specs)	7 EA	EA	\$ 50,000.00	\$ 350,000.00	\$ 20,000.00	\$ 140,000.00	\$ 17,000.00	\$ 119,000.00
41	Resurface Existing Roads. See Appendix B (Page S7-11) of these (Specs)	20 EA	EA	\$ 500.00	\$ 10,000.00	\$ 1,000.00	\$ 20,000.00	\$ 600.00	\$ 12,000.00
42	Furnish & Install Project (Implementation) Signs per Detail in Appendix B (Temporary Wooden Sign for Construction)	4 EA	EA	\$ 2,000.00	\$ 8,000.00	\$ 3,000.00	\$ 12,000.00	\$ 1,400.00	\$ 5,800.00
Bid Additive Items									
1A	Remove Existing Curb Ramp and Asphalt and	3 EA	EA	\$ 65,000.00	\$ 195,000.00	\$ 59,000.00	\$ 177,000.00	\$ 35,000.00	\$ 103,000.00
2A	Remove Existing Curb Ramp and Asphalt and	1 EA	EA	\$ 36,000.00	\$ 38,000.00	\$ 28,000.00	\$ 26,000.00	\$ 24,000.00	\$ 24,000.00
3A	Remove Existing Curb Ramp and Asphalt and	1 EA	EA	\$ 25,000.00	\$ 25,000.00	\$ 24,000.00	\$ 24,000.00	\$ 18,000.00	\$ 18,000.00
4A	Remove Existing Curb Ramp and Asphalt and	1 EA	EA	\$ 20,000.00	\$ 20,000.00	\$ 22,000.00	\$ 22,000.00	\$ 17,000.00	\$ 17,000.00
5A	Remove and Replace Existing Curb Ramp with	42 EA	EA	\$ 17,000.00	\$ 114,000.00	\$ 9,800.00	\$ 411,600.00	\$ 13,000.00	\$ 546,000.00
6A	Santa Fe & Miles Ave: Refresh Recently-Install	5800 LF	LF	\$ 0.40	\$ 2,320.00	\$ 0.40	\$ 2,320.00	\$ 0.40	\$ 2,320.00
7A	Santa Fe & Miles Ave: Refresh Recently-Install	785 LF	LF	\$ 0.90	\$ 800.00	\$ 1.00	\$ 750.00	\$ 1.00	\$ 750.00
8A	Santa Fe & Miles Ave: Refresh Recently-Install	2100 LF	LF	\$ 0.70	\$ 1,470.00	\$ 1.00	\$ 2,100.00	\$ 1.00	\$ 2,100.00
9A	Santa Fe & Miles Ave: Refresh Recently-Install	12000 LF	LF	\$ 0.22	\$ 2,640.00	\$ 0.25	\$ 3,000.00	\$ 0.20	\$ 2,400.00
10A	Santa Fe & Miles Ave: Refresh Recently-Install	3800 LF	LF	\$ 0.25	\$ 900.00	\$ 0.30	\$ 1,090.00	\$ 0.25	\$ 900.00
11A	Resurface Parking Spots on Pacific Blvd (Total n	10500 LF	LF	\$ 1.80	\$ 18,900.00	\$ 1.00	\$ 10,500.00	\$ 1.00	\$ 10,500.00
12A	Resurface Parking Spots (Numbered) on Pacific Bl	401 LF	LF	\$ 10.00	\$ 4,000.00	\$ 15.00	\$ 6,000.00	\$ 9.00	\$ 3,600.00
13A	Resurface Restricted Parking Spots Cross Strip	12 EA	EA	\$ 155.00	\$ 1,860.00	\$ 200.00	\$ 2,400.00	\$ 150.00	\$ 1,800.00
14A	Resurface Blue Parking Limit Line on Pacific Bl	7200 LF	LF	\$ 0.70	\$ 5,040.00	\$ 5.00	\$ 36,000.00	\$ 2.00	\$ 14,400.00
15A	Resurface Restricted Area / Red Cross Striping (4900 SF	SF	\$ 0.95	\$ 4,650.00	\$ 1.00	\$ 4,800.00	\$ 1.00	\$ 4,800.00
16A	Curb Painting (Red, Blue, Green, etc.)	5000 LF	LF	\$ 1.10	\$ 5,500.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
17A	Santa Fe & Miles Ave: Refresh Newly-Installed	451 EA	EA	\$ 12.00	\$ 5,400.00	\$ 15.00	\$ 5,750.00	\$ 12.00	\$ 5,400.00
18A	Santa Fe & Miles Ave: Refresh Newly-Installed	11500 LF	LF	\$ 1.00	\$ 11,500.00	\$ 1.00	\$ 11,500.00	\$ 1.00	\$ 11,500.00
19A	Santa Fe & Miles Ave: Refresh Newly-Installed	110 EA	EA	\$ 180.00	\$ 18,800.00	\$ 175.00	\$ 19,250.00	\$ 168.00	\$ 18,480.00
20A	Santa Fe & Miles Ave: Refresh Newly-Installed	500 LF	LF	\$ 5.50	\$ 2,750.00	\$ 4.00	\$ 2,000.00	\$ 4.00	\$ 2,000.00
Base Bid									\$ 4,120,000.00
Base Bid & Alternatives									\$ 3,439,632.00
Base Bid									\$ 4,899,000.00
Base Bid & Alternatives									\$ 4,238,633.00

ITEM 7

CITY OF HUNTINGTON PARK



Public Works Department
City Council Agenda Report

April 18, 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 FROM QUALIFIED SUPPLIERS TO PURCHASE TWO COMMERCIAL GRADE SIT-DOWN RIDER FLOOR SCRUBBERS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to proceed with the advertisement of the Request for Proposal (RFP) for two commercial grade sit-down rider floor scrubbers and accompanying equipment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Works Department is requesting authorization to solicit proposals to purchase two commercial grade sit-down scrubbers for use by staff to clean the downtown business corridor and other City properties. The reason for the two scrubbers is that two individuals are able to clean the west and eastsides of Pacific Boulevard simultaneously. Cleaning Pacific Boulevard falls under the purview of the Public Works Department. Currently there are three assigned part-time employees that monitor the cleanliness of the boulevard and surrounding areas. The ability to utilize the scrubbers will increase efficiency and water conservation.

All commercial floor scrubbers have 2 tanks, a pump and a disc brush head that essentially scrubs the target area. One of the tanks holds the solution, which contains environmentally friendly solvents. The other is the recovery tank, which stores the used, dirty water. Scrubbers are versatile and allow for deep cleaning of the business corridor. Routine service and maintenance are critical to the protection and long-term performance of all equipment.

Staff will take into consideration the following specifications and criteria when evaluating proposals:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED SUPPLIERS TO PURCHASE TWO SCRUBBERS

April 18, 2023

Page 2 of 3

- Number and availability of professional service technicians
- Accessibility of name-brand parts (both on-hand and delivered)
- First-call fix rate and turnaround time
- High Efficiency Electric Drive System
- Disc Scrub Deck with integrated Edge Cleaning
 - Main scrub brush width: 48"
 - 61" Sweep Path
- Breakaway Squeegee
- Ergonomic Operator Compartment
- High Capacity 75-gallon Tanks
- Rear Wheel Steer
- Run time 3.5 hours

ENVIRONMENTAL IMPACT

Power washing sidewalks in commercial and residential areas are considered illicit discharges to the Municipal Separate Storm Sewer System (MS4) and are required by federal regulations to be effectively prohibited. Any substance, including pressure washing wastewater that enters storm drains flows directly into the City's or County's storm drain system and which is not treated or cleaned to remove pollutants will bring harm to aquatic life, wildlife and contaminate recreational sites and drinking water supplies.

LEGAL REQUIREMENT

The City Clerk shall process the notice for the request for proposal and shall be published at least once in a newspaper of general circulation, which publication shall be made at least 10 days before the proposals are received. The time and location to submit proposals shall also be placed within the published RFP. Once proposals are submitted and reviewed, staff will come back to the City Council with a recommendation to award at the May 16, 2023 City Council meeting.

FISCAL IMPACT/FINANCING

The anticipated one-time capital purchase expense and associated equipment is approximately \$190,000 payable from Account No. 111-8022-419.56-41. As soon as staff evaluates all proposals, a recommendation will be made at a future city council meeting and include a well-defined structured budget.

CONCLUSION

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED
SUPPLIERS TO PURCHASE TWO SCRUBBERS**

April 18, 2023

Page 3 of 3



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ITEM 8

CITY OF HUNTINGTON PARK



Public Works Department
City Council Agenda Report

April 18, 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 FROM QUALIFIED SUPPLIERS TO PURCHASE A FORKLIFT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to proceed with the advertisement of the Request for Proposal (RFP) for a forklift.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Works Department is requesting to purchase a forklift for use by staff in support of all related construction and maintenance improvements throughout the City. Forklifts are versatile and assist in moving heavy loads in the warehouses and construction site.

Routine service and maintenance are crucial to the long-term performance of a forklift. The City had a gas-powered forklift from 1958 that was surplused in 2022. The lone existing gas-powered forklift in our possession is a 2004 model that is aging and requires continual repairs.

Staff will take into consideration the following specifications and criteria when evaluating proposals:

- Number and availability of professional service technicians
- Accessibility of name-brand parts (both on-hand and delivered)
- First-call fix rate and turnaround time
- California environmental laws are trending towards forklift technology that includes fuel cells as a power source. The Air Quality Management District (AQMD) and other State agencies are phasing out the use of diesel fueled forklifts and equipment and utilizing battery-powered alternates. Fuel cells are able to deliver higher levels of productivity, lower cost of ownership and reduced emissions.

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED SUPPLIERS TO PURCHASE A FORKLIFT

April 18, 2023

Page 2 of 3

- 8,000-pound capacity
- Standard Equipment
- Hydraulic Power Steering
- Electric Control Automatic Transmission (2 Forward / 1 Reverse)
- Head Lights
- Turn Signals
- Brake Lights
- Back-up Lights
- Back-up Alarm
- Seat Belt
- Horn
- Towing Pin
- Load-Backrest
- Air Intake in O.H.G.
- Tools Case
- Rear Grab Handle with Horn
- Speed Control

LEGAL REQUIREMENT

The City Clerk shall process the notice for the request for proposal and shall be published at least once in a newspaper of general circulation, which publication shall be made at least 10 days before the proposals are received. The time and location to submit proposals shall also be placed within the published RFP. Once proposals are submitted and reviewed, staff will come back to the City Council with a recommendation to award at the May 16, 2023 City Council meeting.

FISCAL IMPACT/FINANCING

The anticipated one-time capital purchase expense and associated equipment is approximately \$65,000 payable from Account No. 111-8023-451.56-41. As soon as staff evaluates all proposals, a recommendation will be made at a future city council meeting and include a well-defined structured budget.

CONCLUSION

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

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED
SUPPLIERS TO PURCHASE A FORKLIFT**

April 18, 2023

Page 3 of 3

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ITEM 9

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report



April 18, 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 A BUDGET INCREASE OF \$50,000 TO
MICHAEL BAKER INTERNATIONAL FOR PROFESSIONAL SERVICES RELATED TO
THE CDBG AND HOME GRANT ADMINISTRATION**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve an increase to Michael Baker International's contract budget in the amount of \$50,000 from the CDBG and HOME grants.

BACKGROUND

At the regularly scheduled City Council meeting of August 2, 2022, the City Council approved a professional services agreement with Michael Baker International in the amount of \$84,500 for the CDBG and HOME programs. The funding was to go towards professional management and administrative services which have assisted City staff in closing IDIS projects, clearing up our previous year's accounts with HUD, implementing revisions to the CDBG and HOME programs, assisting with the response to previous HUD monitoring letters, and assisted with developing new projects. The new projects were: The First Time Home Buyer Program, Home Repair Program, and Emergency Rental Assistance Program (ERAP). The additional funds requested will assist with the administrative services of said programs.

The Home Repair Program and Emergency Rental Assistance Program (ERAP) programs are underway and we will have a launch date of May 1, 2023, for the First Time Home Buyer Program. Michael Baker International has been pivotal in the launch of these programs. Staff is recommending to City Council to increase the Michael Baker International budget by \$50,000 through June 30, 2023, to assist with the administrative and review process for the three (3) new programs for the residents of Huntington Park.

APPROVAL OF BUDGET INCREASE FOR MICHAEL BAKER

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The cost of the services performed by Michael Baker International is entirely borne by the grant funds.

FISCAL IMPACT

There is no impact on the City's general fund as all fees and costs related to the CDBG, HOME, and HOME ARP grant are expensed from the grant itself.

CONCLUSION

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ricardo Reyes".

RICARDO REYES
City Manager

A handwritten signature in black ink, appearing to read "Steve Forster".

STEVE FORSTER
Community Development Director