

# CITY OF HUNTINGTON PARK

## City Council

## Regular Meeting

## Agenda

**Tuesday, April 19, 2022**

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

**Graciela Ortiz**  
Mayor

**Eduardo “Eddie” Martinez**  
Vice Mayor

**Karina Macias**  
Council Member

**Marilyn Sanabria**  
Council Member



**Manuel “Manny” Avila**  
Council Member

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

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

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

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

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

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

### **PUBLIC COMMENT**

*Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing. If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at [publiccomment@h pca.gov](mailto:publiccomment@h pca.gov) or [Esarmiento@h pca.gov](mailto: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](http://www.hPCA.gov) or virtually via the Zoom link provided above.*

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

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

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

### **Additions/Deletions to Agenda**

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

### **Important Notice**

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

### **CALL TO ORDER**

### **ROLL CALL**

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

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **PRESENTATION(S)**

1. WEB PORTAL UPDATE
2. INTRODUCTION OF NEWLY PROMOTED POLICE CAPTAIN, ALFRED MARTINEZ
3. RETIREMENT RECOGNITION FOR RESERVE OFFICER ROBERT HERNANDEZ, 16 YEARS OF SERVICE

4. PROCLAMATION IN SUPPORT OF NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK 2022 AND CERTIFICATES OF RECOGNITION FOR HPPD 911 DISPATCHERS
5. ECO-RAPID TRANSIT PRESENTATION

### **PUBLIC COMMENT**

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

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

### **STAFF RESPONSE**

#### **RECESS TO CLOSED SESSION**

### **CLOSED SESSION**

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

### **CLOSED SESSION ANNOUNCEMENT**

#### **CONSENT CALENDAR**

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

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

#### **1. CITY COUNCIL MEETING MINTUES**

RECOMMENDED THAT CITY COUNCIL:

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

1-1. Regular City Council Meeting held April 5, 2022

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

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution No. 2022-11 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

**FINANCE**

**3. CHECK REGISTERS**

RECOMMENDED THAT CITY COUNCIL:

Approve Accounts Payable and Payroll Warrant(s) dated April 19, 2022;

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**COMMUNITY DEVELOPMENT**

**4. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO RINCON CONSULTING TO PROVIDE HOUSING ELEMENT SERVICES**

RECOMMENDED THAT THE CITY COUNCIL:

1. Award a One (1) year professional service agreement (PSA), Rincon Consultants for a not-to-exceed amount of \$712,472.65;
2. Approve a budget appropriation in the amount of \$712,473 in account number 111-9050-462.56-41 American Rescue Funds Contractual Services; and
3. Authorize the City Manager to execute the PSA.

**PARKS AND RECREATION**

**5. APPROVAL OF EXPENDITURE FOR ARTWORK INSTALLATION ON WATER TANK (W-17), AND EXISTING ARTWORK RESTORATION AND COATING IMPROVEMENTS ON TWO WATER RESERVOIRS (W-16 & W-17) UTILIZING CITY ART IN PUBLIC PLACES FUNDS**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the use of City Art in Public Places funds included in the FY 2021-2022 budget, for the artwork installation, restoration of existing artwork and coating improvements on water tank (W-17) & two water reservoirs (W-16 & W-17); and
2. Approve a budget transfer of \$10,000 from account number 111-6020-451.56-41, \$36,000 from account number 111-6010-483.55-35, \$15,180 from account number 111-6030-451.61-35, and \$38,000 from account number 111-6060-466.33-20 all to account number 232-6010-419.76-25 in the total amount of \$99,180.
3. Authorize the City Manager to enter into an agreement with JT Thorpe for water tank artwork restoration services.

## **PUBLIC WORKS**

### **6. RESOLUTION TO APPROVE THE ADOPTION OF THE LOCAL ROADWAY SAFETY PLAN**

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution No. 2022-12 approving the Local Roadway Safety Plan.

### **7. CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATION FOR TRAFFIC SIGNAL REPAIR WORK AT FLORENCE AVENUE AND ALAMEDA STREET**

RECOMMENDED THAT CITY COUNCIL:

1. Approve a budget appropriation in the amount \$18,169 to account number 221-8014-429.56-41 from the Gas Tax fund balance; and
2. Authorize staff to process the Los Angeles County Department of Public Works check request invoice #IN220000407 for the amount of \$38,168.70.

## **END OF REGULAR AGENDA**

## **PUBLIC HEARINGS**

## **COMMUNITY DEVELOPMENT**

### **8. CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT TWO TO THE FY 2021-2022 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing

3. Authorize City Manager to execute the project and program with the unallocated FY 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021 CDBG funds.
4. Authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD).
5. Amend the Fiscal Year 2021-2022 Budget in accordance with the approved Substantial Amendment, appropriating \$2,961,496 to account number 239-8010-431.76-12.
6. Authorize City staff to electronically transmit the amended components of the FY 2021-2022 Annual Action Plan to the U.S. Department of Housing and Urban Development Department (HUD) via Integrated Disbursement and Information System (IDIS).

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**Council Member Manuel “Manny” Avila**

**Council Member Marilyn Sanabria**

**Council Member Karina Macias**

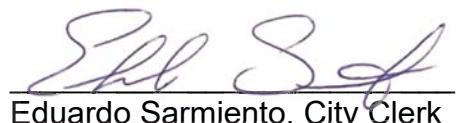
**Vice Mayor Eduardo “Eddie” Martinez**

**Mayor Graciela Ortiz**

**ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, May 03, 2022 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 72 hours prior to the meeting. Dated this 15th day of April 2022.



Eduardo Sarmiento, City Clerk

ITEM NO. 1

## MINUTES

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, April 5, 2022

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

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Tuesday, April 5, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

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

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

### INVOCATION

Invocation was led by Mayor Graciela Ortiz.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Karina Macias

### PRESENTATION(S)

1. EAST LOS ANGELES COLLEGE
2. EARTH DAY-BULKY ITEMS & MY HUNTINGTON PARK APP FLYERS
3. PROCLAMATION FOR FAIR HOUSING MONTH
4. PROCLAMATION FOR DONATE LIFE MONTH

### PUBLIC COMMENTS

The following members of the public submitted public comments:

1. George Middleton
2. Guillermo Hernandez
3. Carlota (No last name provided)
4. Amanda Lombarski

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [04-5-22 Regular City Council Meeting](#))

### STAFF RESPONSE

Mayor Ortiz thanked community members for providing public comment and asked Huntington Park Chief of Police Cosme Lozano to provide a response.

Chief Lozano began by sharing that the police department is aware and is doing its best to address the needs at the park. He added that this is a very busy time of the day with a combination of needs that consist of a combination of addressing incoming calls for police response which also assisting with schools with traffic circulation at the various school sites. He stated that he would continue to work diligently to address the various needs of both the community and collaborate with local schools to address these needs.

Mayor Ortiz stated that a collaborative effort needs to be made by schools, community members, and local officials to address these concerns in a robust way.

Police Chief Lozano agreed with Mayor Ortiz regarding the need for collaborative efforts. Police Chief Lozano then moved on to address the public comment related to speeding on Salt Lake Ave. He stated that he can deploy extra enforcement to the stretch of area,

Mayor Ortiz thanked community members for providing public comment and asked Huntington Park Chief of Police Cosme Lozano to provide a response.

Chief Lozano began by sharing that the police department is aware and is doing its best to address the needs at the park. He added that this is a very busy time of the day with a combination of needs that consist of a combination of addressing incoming calls for police response which also assisting with schools with traffic circulation at the various school sites. He stated that he would continue to work diligently to address the various needs of both the community and collaborate with local schools to address these needs.

Mayor Ortiz stated that a collaborative effort needs to be made by schools, community members, and local officials to address these concerns in a robust way.

Police Chief Lozano agreed with Mayor Ortiz regarding the need for collaborative efforts. Police Chief Lozano then moved on to address the public comment related to speeding on Salt Lake Ave. He stated that he can deploy extra enforcement to the stretch of area, and he suggested that the City's traffic authority look at the traffic situation in that area to determine if traffic calming measures may be appropriate. He emphasized that enforcement alone will not resolve the issue thus the need for the Traffic Authority to take a look at the issue more closely.

Mayor Ortiz thanked Police Chief Lozano for his response. She then briefly addressed the public comment related to parking submitted by Mr. Middleton. She started by thanking Mr. Middleton for his feedback and acknowledged that this issue has been previously discussed. Mayor Ortiz stated that although this can be resolved at today's meeting options need to be brought forward to address the concern.

City Manager Reyes responded to the public comment related to street vending. He shared that City does have a street vending program and encouraged all parties interested in this kind of business to please stop by City Hall and submit an application to the program.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [04-5-22 Regular City Council Meeting](#))

### **CLOSED SESSION**

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

Mayor Graciela Ortiz recessed to closed session at 6:39 p.m.

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

Government Code Section 54956.9(d)(4)  
Consideration of initiation in one potential case

3. CONFERENCE WITH LEGAL COUNSEL – ANTICPATED LITIGATION  
Government Code Section 54956.9(d)(2)
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
Communities for a Better Environment et. al. vs. City of Huntington Park et. al.  
Los Angeles Superior Court Case No. 21STCP00834

Mayor Graciela Ortiz reconvened to open session at 7:42 p.m. with all Councilmembers present.

#### **CLOSED SESSION ANNOUNCEMENT**

City Attorney Araceli Almazan announced the minutes should reflect that with all five members of the City Council present, all four (4) items listed on the close session agenda were discussed. With regard to item one (1) through four (4) Council was briefed, direction was provided, but no final action was taken. That concluded the closed session report.

#### **CONSENT CALENDAR**

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

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

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

**NOES:** None

#### **1. CITY COUNCIL MEETING MINTUES**

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

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

#### **FINANCE**

#### **2. CHECK REGISTERS**

RECOMMENDED THAT CITY COUNCIL:

Approve Accounts Payable and Payroll Warrant(s) dated April 5, 2022;

#### **END OF CONSENT CALENDAR**

## REGULAR AGENDA

### **PUBLIC WORKS**

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

**MOTION:** Councilmember Sanabria moved to approve the amendment (Attachment 1) to extend Utility Service Co., Inc. (A SUEZ Company) Contractor Services Agreement for the rehabilitation and visual inspection and washout with any needed repairs of the Cottage Reservoir at Well 15 until June 30, 2026; and approve an appropriation to Account No. 681-8030-461.76-18 of \$1,379,169 to be distributed starting in the current fiscal year and ending on June 30, 2026 (Attachment 2); and authorize staff to engage Aspire Titan Academy and Aspire Public Schools - Junior Collegiate Academy to access their parking lot adjacent to Alameda Street; and authorize the City Manager to execute the First Amendment, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

**NOES:** None

Prior to agenda item four (4) Councilmember Macias recused herself from items four (4), five (5), and six (6).

#### **4. CONSIDERATION AND APPROVAL TO AWARD CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22**

**MOTION:** Mayor Ortiz moved to award the contract for Construction Management and Inspection Services to Cannon for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 2021-22 for a not-to-exceed amount of \$262,448 payable from Account No. 111-8010-431.76-12; and authorize the City Manager to execute the construction contract agreement., seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

**NOES:** None

**RECUSED:** Councilmember Macias

#### **5. CONSIDERATION AND APPROVAL TO AWARD LABOR COMPLIANCE PROFESSIONAL SERVICES AGREEMENT OF CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22**

**MOTION:** Councilmember Sanabria moved to award the contract for labor compliance services to Pacifica Services, Inc. for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 2021-22 for a not-to-exceed amount of \$32,225 payable from Account No. 221-8010-431.76-12; and authorize the City Manager to execute the professional services agreement, seconded by Councilmember Avila. Motion carried by unanimous consent with Councilmember Macias being recused from the item.

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

**NOES:** None

**RECUSED:** Councilmember Macias

**6. REJECT ALL BIDS RECEIVED FOR CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22 IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)**

**MOTION:** Councilmember Sanabria moved to reject all bids for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 2021-22 in accordance with Public Contract Code Section 22038(a)(1); and authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and authorize the Public Works Department to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1), seconded by Councilmember Avila. Motion carried by unanimous consent with Councilmember Macias being recused from the item.

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

**NOES:** None

**RECUSED:** Councilmember Macias

At the conclusion of agenda item six (6) Councilmember Macias rejoined the City Council meeting.

**7. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)**

**MOTION:** Councilmember Sanabria moved to award the contract to Elecnor Belco Electric, Inc. for the construction of CIP 2017-03 Active Transportation Program Cycle III Project No. ATPL-5150(015) as the lowest responsive, responsible bidder for a not-to-exceed amount of \$895,981 payable from Account No. 202-8080-431.76-20; and approve a construction contingency of \$44,835 payable from Account No. 202-8080-431.76-20; and authorize the City Manager to execute all

change orders in good faith and the construction contract agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

**NOES:** None

**8. CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES AGREEMENT FOR CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)**

**MOTION:** Councilmember Macias moved to award the Construction Management and Inspection Professional Services Agreement to Southstar Engineering and Consulting, Inc. as part of the oversight of CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015) for a not-to-exceed amount of \$109,184; and payable from FY 2021-22 budget of \$105,000 from Account No. 222-8080-431.76-20 and \$4,184 from Account No. 202-8080-431.76-20; and authorize the City Manager to execute the professional services agreement, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

**NOES:** None

**END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS**

Communications Director Sergio Infanzon provided a report regarding the recent City events. He also shared upcoming events and directed interested community members to the city website for additional information.

Community Development director Steve Forster shared that the first-time home buyer draft will be ready for the April 19, 2022 City Council meeting.

Police Chief Lozano shared that the meet your police event will be starting back up on April 14, 2022, at Veterans Park. He also shared that Lieutenant Martinez has been promoted to Captain and will attend the next City Council meeting.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [04-5-22 Regular City Council Meeting](#))

**WRITTEN COMMUNICATIONS**

None

## **COUNCIL COMMUNICATIONS**

Council Member Manuel Avila wished everyone a goodnight.

Council Member Marilyn Sanabria thanked staff and also wished everyone a good night.

Council Member Karina Macias thanked staff for their work. She reminded community members about the medical clinic that will be held on April 10, 2022 at Salt Lake Park.

Vice Mayor Eduardo "Eddie" Martinez thanked staff for all their efforts and keeping everyone safe. He also congratulated the new Captain and wished everyone a happy easter.

Mayor Ortiz thanked staff and shared her appreciation for staff responses to genuine community issue. She also wished everyone a happy easter.

## **ADJOURNMENT**

Mayor Ortiz adjourned the meeting at 8:01 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday April 19, 2022 at 6:00 pm

Respectfully submitted,



Eduardo Sarmiento  
City Clerk

ITEM NO. 2

# CITY OF HUNTINGTON PARK



City Clerk's Office  
City Council Agenda Report

April 19, 2022

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

Dear Mayor and Members of the City Council:

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

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

Adopt Resolution No. 2022-11 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

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

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

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

# ADOPT RESOLUTION NO. 2022-11 AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

March 15, 2022  
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Additionally, AB 361 clarifies on the following:

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

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

## **(B) Public Participation and Public Comment**

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

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

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

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

## **(C) Technical Issues**

# ADOPT RESOLUTION NO. 2022-11 AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

March 15, 2022  
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As discussed above, the agenda must include information on the way the public may access the meeting and provide comments remotely. *If technical problems arise that result in the public's access being disrupted, the local agency may not take any vote or other official action until the technical disruption is corrected and public access is restored.* (Gov't Code § 54953(e)(2)(D).)

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

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

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

## FISCAL IMPACT/FINANCING

There is no fiscal impact with this action.

## CONCLUSION

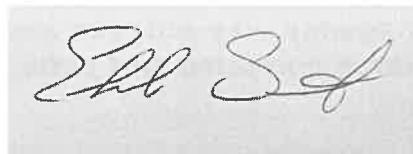
The goal of AB 361 is "to improve and enhance public access to local agency meetings during the Covid-19 pandemic and future applicable state of emergencies, by allowing wider access through conducting teleconferencing meetings consistent with Executive Order N-29-20. In accordance, the City Attorney's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

**ADOPT RESOLUTION NO. 2022-11 AUTHORIZING THE CITY TO IMPLEMENT  
TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361**

March 15, 2022

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Edu Sarmiento".

EDUARDO SARMIENTO  
City Clerk

ARNOLD M. ALVAREZ-GLASMAN  
City Attorney

**ATTACHMENT(S)**

- A. Resolution No. 2022-11 Authorizing the City to Implement Teleconferenced Open Meetings Pursuant to Assembly Bill 361
- B. Full Text of Assembly Bill 361

## ATTACHMENT "A"

## **RESOLUTION NO. 2022-11**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PASSED, APPROVED AND ADOPTED** this 19th day of April, 2022.

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Gabriela Ortiz,  
Mayor

**ATTEST:**

**Eduardo Sarmiento,  
City Clerk**

## ATTACHMENT "B"

## Assembly Bill No. 361

### CHAPTER 165

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

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

#### LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

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

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

This bill would make legislative findings to that effect.

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

This bill would make legislative findings to that effect.

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

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

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

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

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

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

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

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

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

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

(D) Post agendas at all teleconference locations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Post agendas at all teleconference locations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 3

**City of Huntington Park**  
**List of Funds**

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

**City of Huntington Park**  
**Demand Register**  
**4/19/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
4IMPRINT INC	9781127	239-6060-490.61-60	CDBG AFTERSCHOOL SUPPLIES	\$1,997.10
ADLERHORST INTERNATIONAL LLC	108018	111-7010-421.59-15	ANNUAL BILLING K9	770.00
ALADDIN LOCK & KEY SERVICE	31911	741-8060-431.43-20	KEYS FOR PICK UP UNIT 102	\$770.00
ALL CITY MANAGEMENT SERVICES, INC	73936	111-7022-421.56-41	SCHOOL CROSSING SVCS	15.41
ALLVAREZ-GLASMAN & COLVIN	76321	111-7022-421.56-41	SCHOOL CROSSING SVCS	\$15.41
AMAZON.COM SERVICES, INC.	202107080910111	745-9031-413.33-70	SETTLEMENT CLAIMS	\$11,993.77
	20210809101122	745-9031-413.33-70	SETTLEMENT CLAIMS	10,544.30
	202109101220222	745-9031-413.33-70	SETTLEMENT CLAIMS	5,999.45
	202110111220216	745-9031-413.33-70	SETTLEMENT PAYMENT	2,261.00
	202110111220218	745-9031-413.33-70	SETTLEMENT CLAIMS	2,169.50
	202110111220221	745-9031-413.33-70	SETTLEMENT CLAIMS	3,299.20
	2021111220217	745-9031-413.33-70	SETTLEMENT PAYMENT	1,791.00
				1,649.70
				\$27,714.15
				762.26
				33.06
				84.75
				121.26
				927.27
				1,681.55
				308.65
				242.52
				1,829.00
				1,075.00
				539.49
				258.06
				291.99
AMERICAN EXPRESS	JJC96HW6Y	111-0210-413.56-41	DIAL PAD MEETINGS	\$8,154.86
	NT_LG9X8PNW	111-0210-413.56-41	CANVA	196.65
	39398	111-0210-413.59-15	WINTER SEMINAR	24.95
	FUVEWCZDG	111-6010-451.59-15	BOOST TRAINING	714.04
	NT_LKOMY4OU	111-6010-451.59-15	ICRMA TRAINING	978.12
	66845264	111-6020-451.56-41	FACEBOOK AD FOR 5K	1,206.00
	P4833100496	111-6020-451.56-41	FACEBOOK AD FOR 5K	35.00
	P4927692410	111-6020-451.56-41	FACEBOOK AD FOR 5K	50.00
	73011002066	111-6020-451.61-35	STATE OF THE CITY-FABRICS	35.00
	100899515013	111-7010-421.59-15	PEACE OFFICER ASSOC. LA	220.00
	2139119	111-7010-421.59-15	WESTIN MISSION-PD	75.00
	3000218419	111-7010-421.59-15	REFUND FOR HOTEL RESERVATION	506.22
	3011002060	111-7010-421.59-15	POLICE K9 MAGAZINE	-112.18
				295.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	50091470	111-7010-421.59-15	BASIC HANDLERS COURSE-PD	961.15
	52110004	111-7010-421.59-15	PEACE OFFICER ASSOC. LA	280.00
	94700193	111-7010-421.59-15	K9 TRAINING	156.46
	94900229	111-7010-421.59-15	K9 CONFERENCE	78.23
	10089503545	111-7010-421.59-20	PSA TRAINING	125.00
	10090414210	111-7010-421.59-30	PSA TRAINING	200.00
	1009041624	111-7010-421.59-30	SERRATO TRAINING	120.00
	10156320220	111-7010-421.61-20	SERGEANT PANEL LUNCH	118.12
	367661845	111-7010-421.61-20	ADOBE ACROPRO	14.99
	369704881	111-7010-421.61-20	ADOBE ACROPRO	14.99
	730110020	111-7010-421.61-20	SERGEANT INTERVIEW MEAL	50.05
	94700018	111-7010-421.61-20	SERGEANT INTERVIEWS DONUTS	59.53
	730110020	111-7010-421.61-20	FLOWERS FOR HB FUNERAL	230.00
	LAJM KARMFCW	111-7010-421.61-20	SERGEANT INTERVIEWS LUNCH	72.51
	OALITIVJJPCW	111-7022-421.61-24	AMAZON-CARTRIDGE	147.45
	111751321	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	1,892.80
	111752097	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	1,840.82
	111772019	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	288.87
	21307120	239-6060-490.61-60	REFUND SCHOOL SUPPLIES	-288.87
	66845264	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	907.20
	74232042061	239-6060-490.61-60	AFTERSCHOOL SUPPLIES SOS	1,810.60
	C1244202417	239-6060-490.61-60	SENIOR PROG FITNESS SUPPLIES	799.95
	10095754148	239-6065-490.61-60	SENIOR PROGRAM SUPPLIES	6.99
	WOP2DGF14X	239-6065-490.61-60	SENIOR PROGRAM SUPPLIES	531.01
ANGELICA GARCIA	77435	111-0000-228.20-00	BALL FIELD DEPOSIT REFUND	<b>\$14,641.65</b>
				2,500.00
				<b>\$2,500.00</b>
ANIMAL FRIENDS PET HOTEL	459689	111-7010-421.61-20	GROOMING SVCS-KAZ	216.00
AT&T	000017940440	111-7010-421.53-10	PD PHONE SVCS-DISPATCH	<b>\$216.00</b>
AT&T MOBILITY	X03252022	111-7010-421.53-10	PD WIRELESS PHONES	388.11
AT&T PAYMENT CENTER	2/28-3/27	111-7010-421.53-10	PD PHONE SERVICE	<b>\$388.11</b>
BENEFIT ADMINISTRATION CORPORATION	6030525-IN	111-2030-413.56-41	FLEX ADMIN FEES	7,740.15
BROWNELLS INC	22240717.00	111-7022-421.61-24	PROTECTION SHOOTING SUPPLIES	<b>\$2,480.54</b>
				50.00
				<b>\$50.00</b>
CALPERS	16715422	111-0000-217.50-10	CALPERS HEALTH PREMIUM	168,999.88
	16745917	111-0000-217.50-10	MEDICAL BENEFITS APRIL	173,665.70
	16715422	111-9013-413.56-41	CALPERS HEALTH PREMIUM	422.50
	16745917	111-9013-413.56-41	MEDICAL BENEFITS APRIL	434.16

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALPERS	16715422	217-7010-413.28-00	CALPERS HEALTH PREMIUM	99,859.72
	16745917	217-7010-413.28-00	MEDICAL BENEFITS APRIL	100,174.06
	16715422	217-7010-413.28-00	CALPERS HEALTH PREMIUM	52,830.98
	16745917	217-7010-413.28-00	MEDICAL BENEFITS APRIL	52,997.29
	16715422	217-7010-413.56-41	CALPERS HEALTH PREMIUM	405.38
	16745917	217-7010-413.56-41	MEDICAL BENEFITS APRIL	411.23
<b>CALPRIVATE BANK</b>				<b>\$650,200.90</b>
	2444500E58PSZS4	111-0110-411.61-20	<b>SUPPLIES FOR COUNCIL</b>	14.23
	2413746ED2XQVJ7	111-0110-411.66-05	COUNCIL DINNER FOR MEETING	166.88
	2442733EDLMTMSB	111-0110-411.66-05	PASTRIES FOR COUNCIL	34.87
	2474400E58PSZS4	111-0110-411.66-05	BLUE FISH COUNCIL DINNER	242.44
	2449216E58PSZS4	111-0210-413.59-15	ICA REGISTRATION	650.00
	2401134E80018E3	111-0210-413.61-20	ADMIN RENEWAL ZOOM ACCT	163.77
	2444500E58PSZS4	111-0210-413.61-20	SUPPLIES FOR ADMIN	101.13
	2471705E87JMJD5	111-0210-413.61-20	ADMIN SUPPLIES	119.95
	2401134E80015FG	111-0310-413.56-42	COMMUNICATIONS DEPT ZOOM	163.77
	2413746EM019K9H	111-1010-411.61-20	CITY CLERK POSTAGE	8.16
	2449215E7MHQ5P7	111-1010-411.61-20	NOTARY PUBLIC CITY CLERK	60.00
	2449215EKRVH9A1	111-1010-411.61-20	JOBS AVAILABLE HR POSTING	125.00
	2443106EXLQABV6	111-2030-413.56-41	CSMFO-HR	585.00
	2455930E58PSZS4	111-2030-413.56-41	HR LUNCH FOR RATERS	275.00
	2469216E62XTG4E	111-2030-413.61-20	CSMFO MEMBERSHIP	40.50
	5GDT7QJFW8RF8W	111-3010-415.59-15	ANNUAL RENEWAL ZOOM P&R	110.00
	2401134ED000AEP	111-6010-451.56-41	PW ZOOM RENEWAL	163.77
	2401134EN000K47	111-8020-431.61-20	STATE OF THE CITY SUPPL.	163.77
	2423168EQRBLGHDA	232-6010-466.55-56	STATE OF ADDRESS FLOWERS	282.71
	2469216ER2XTTFK	232-6010-466.55-56	STATE OF THE CITY	915.08
	2469216ER2XGZ72	232-6010-466.55-56	COFFEE-STATE OF THE CITY	161.55
	2469216ER2XH01B	232-6010-466.55-56	COFFEE-STATE OF THE CITY	35.90
<b>CARD INTEGRATORS</b>				<b>\$4,583.48</b>
	00009108	111-7010-421.56-41	DEPTPHOTO ID SVCS	
				1,490.00
<b>CENTRAL FORD</b>				<b>\$1,490.00</b>
	387380	219-8085-431.43-21	<b>PARTS FOR SHUTTLE</b>	432.86
	387457	219-8085-431.43-21	PARTS FOR SHUTTLE	79.03
	387563	219-8085-431.43-21	PARTS FOR SHUTTLE 002	598.00
	387596	219-8085-431.43-21	PARTS FOR SHUTTLE 001	2.07
	387720	741-8060-431.43-20	PARTS FOR PD UNIT	89.53
	387090	741-8060-431.43-20	PARTS FOR PD UNIT	24.54
	387182	741-8060-431.43-20	PARTS FOR PD UNIT	11.80
	387234	741-8060-431.43-20	PARTS FOR PD UNIT	49.26
	387441	741-8060-431.43-20	PARTS FOR PD UNIT	121.83
<b>CHAMPION CJD</b>				<b>\$1,408.92</b>
	656267	741-8060-431.43-20	PARTS FOR UNIT 102	
				89.76
				<b>\$89.76</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CHARTER COMMUNICATIONS	0511415033022 0511353031922	111-7010-421.53-10 111-9010-419.53-10	PD INTERNET CITY HALL INTERNET	664.85 194.97
CINTAS CORPORATION NO 3	4113998856 4114681182	741-8060-431.56-41 741-8060-431.56-41	UNIFORM DRY CLEANING UNIFORM DRY CLEANING	327.12 357.24
COMMUNITY VETERINARY HOSPITAL	461888	111-7010-421.61-20	MEDICAL SVCS K9 KAZ	267.00
CONCENTRA MEDICAL CENTERS	74701370 74774380	111-2030-413.56-41 111-2030-413.56-41	PHYSICAL BUNDLE PHYSICAL BUNDLE EMPLOYEES	3,525.00 806.00
CRANE ARCHITECTURAL GROUP	10373	111-5010-419.56-49	RECREATION CENTER-DESIGN	19,920.00
CROSSROADS SOFTWARE	03152022	111-7022-421.61-29	COLLISION REPORT SOFTWARE	\$19,920.00 1,900.00
DAILY JOURNAL CORPORATION	B3567377-IN	111-1010-411.54-00	PUBLICATIONS FOR MARCH 22	\$1,900.00 1,393.91
DAPEER, ROSENBLIT & LITVAK	19337 19608	111-0220-411.32-70 111-0220-411.32-70	CODE ENFORCEMENT MATTERS CODE ENFORCEMENT MATTERS	612.79 888.90
	19610	111-0220-411.32-70	CITY CIVIL/APPEALS	6,451.00
	19739	111-0220-411.32-70	CITY CIVIL/APPEALS	270.80
	19740	111-0220-411.32-70	CITY CIVIL/APPEALS	3,600.00
	19858	111-0220-411.32-70	CITY CIVIL/APPEALS	7,741.60
	19974	111-0220-411.32-70	ADMIN PROCEEDINGS	2,215.00
	19976	111-0220-411.32-70	CITY CIVIL/APPEALS	3,622.50
DATA TICKET INC.	PC95754 02282022	111-0000-351.10-10 111-7065-441.61-20	REFUND FOR DEPOSIT ERROR PUBLIC SAFETY-FIREWORKS	\$25,402.59 34.00
	131880	111-7065-441.61-20	ANIMAL CONTROL CITATION	12.50
	129632	111-9010-415.56-15	CITATION PROCESSING	44.00
	130864	111-9010-415.56-15	CITATION PROCESSING	183.50
	131832	111-9010-415.56-15	CITATION PROCESSING	169.50
	133111	111-9010-415.56-15	CITATION PROCESSING	70.50
	135014	111-9010-415.56-15	CITATION PROCESSING	411.50
	135948	111-9010-415.56-15	CITATION PROCESSING	93.50
				187.05
DELTA DENTAL	BE004883930	111-0000-217.50-20	DELTA CARE BENEFIT	\$1,206.05 9,232.02
DELTA DENTAL INSURANCE COMPANY	BE004813380 BE004881579	111-0000-217.50-20 111-0000-217.50-20	DELTA CARE BENEFIT DELTA CARE BENEFIT	\$9,232.02 2,043.23 1,930.70
DEPARTMENT OF ANIMAL CARE & CONTROL	01252022	111-7065-441.56-41	ANIMAL CARE AND CONTROL	\$3,973.93 11,627.48
				\$11,627.48

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Pavee Name	Invoice Number	Account Number	Description	Transaction Amount
DF POLYGRAPH	202212	111-7010-421.56-41	POLYGRAPH EXAM	1,050.00
DOOLEY ENTERPRISES, INC.	62639	225-7120-421.74-10	DEPARTMENT AMMUNITION	\$1,050.00
DUNN EDWARDS CORPORATION	2009336437 2009337309 2026825872	111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50	PAINT FOR GRAFFITI PAINT FOR GRAFFITI PAINT FOR GRAFFITI	1,934.11 134.07 984.34 3,461.85 \$4,580.26
DURRON ADRIANNE BARRERA	HP030036228	111-0000-351.10-10	PARKING CITATION REFUND	150.34
ENNIS-FLINT, INC	426120	221-8012-429.61-20	PAINT FOR CROSSWALKS	\$150.34 20,078.54
FREDDY RAMIREZ	03212022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	\$20,078.54 144.14
GEORGE CHEVROLET	106906 108286 108333 108405 108794	741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	KEY CYLINDER FOR UNIT 198 FUEL PRESSURE PARTS FOR UNIT 186 PARTS FOR UNIT 186 PARTS FOR UNIT 186	61.91 146.56 122.81 929.00 72.21 \$1,332.49
GLORIA'S RESTAURANT, INC.	11102021	239-0280-490.51-03	SENIOR MEAL PROGRAM	14,320.00
GRANGER	9245270500	741-8060-431.43-20	CEMENT FOR CARPET-PD	\$14,320.00 189.98
GUILLERMO PORTILLO	H0012200214521	111-6020-451.61-35	TRAINING PARKING PASS	189.98 \$189.98 15.00 \$15.00
HASA, INC.	804718 804720 804723 804725 805980 805981 805982	681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00	SODIUM HYPOCHLORITE-WELLS SODIUM HYPOCHLORITE-WELLS SODIUM HYPOCHLORITE-WELLS SODIUM HYPOCHLORITE-WELLS MULTI-CHLOR WELL 14 MULTI-CHLOR WELL 14 MULTI-CHLOR WELL 14	257.00 102.11 408.46 204.23 122.74 204.56 308.91 \$1,608.01
HDL COREN & CONE	SIN015429	111-9010-419.56-41	CONTRACT SVCS-TRANS TAX	300.00
HENRY ANDRADE	03152022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	\$300.00 34.86
INFRASTRUCTURE ENGINEERS	26591 26599 26629 26668 26674 26736	111-5010-419.56-49 111-5010-419.56-49 111-5010-419.56-49 111-5010-419.56-49 111-5010-419.56-49 111-5010-419.56-49	PLANNING SERVICES BUILDING & SAFETY SVCS BUILDING & SAFETY CONSULT PLANNING SERVICES BUILDING & SAFETY SVCS BUILDING & SAFETY CONSULT	32,120.00 43,612.50 24,897.71 29,250.00 46,572.50 39,024.22 \$34.86

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INFRASTRUCTURE ENGINEERS	26737	111-5010-419.56-49	ENGINEERING PLAN CHECK	2,849.00
J SQUARED	00101	681-8030-461.56-41	PROFESSIONAL SVCS-PROP68	\$218,325.93
J316 BUILDER	1 2 1 2 1 2 1 2	111-7024-421.56-41 111-7024-421.56-41 111-8020-431.56-41 111-8020-431.56-41 111-8022-419.56-41 111-8022-419.56-41 111-8023-451.56-41 111-8023-451.56-41	JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES	\$1,500.00 3,700.84 698.45 1,440.58 419.07 4,305.23 931.27 11,472.56 2,607.54
JDS TANK TESTING & REPAIR INC	17183 & 17182	741-8060-431.43-20	ANNUAL INSPECTION	\$25,575.54
JTB SUPPLY COMPANY INC	110194	535-8016-431.74-10	STEEL POLE & SLOTTED BASE	\$2,245.00
KAJIWARA COMMUNICATIONS	HP0113	111-9010-419.56-41	ADMIN CONSULTING SERVICES-APRIL	\$4,634.91
KONICA MINOLTA BUSINESS SOLUTIONS	50642360	111-7030-421.44-10	COPIER SERVICE PAYMENT	\$7,430.00
LAN WAN ENTERPRISE, INC	72928 72926 72927	111-7010-421.74-10 111-9010-419.56-41 111-9010-419.56-41	CYBERSECURITY PROJECT CYBERSECURITY PROJECTION CYBERSECURITY PROJECTION	\$1,273.67 55,000.00 55,000.00
LC ACTION POLICE SUPPLY	434754	111-7022-421.61-24	ADJUST RED DOT LED LIGHTS	\$165,000.00 2,857.75
LEGAL SHIELD	0143713	111-0000-217.60-50	IDENTITY THEFT PROTECTION	\$2,857.75 28.90
LINDE GAS & EQUIPMENT INC.	69489054	111-8023-451.43-10	WELDING WIRE	\$28.90 189.33
LOS ANGELES TIMES	10002064114	121-7040-421.56-14	NEWSPAPER SUBSCRIPTION	\$189.33 157.48
MANAGED HEALTH NETWORK	PRM-070906	111-0000-217.50-60	EMPLOYEE MENTAL WELLNESS	\$157.48 336.00
MARIO BOJORQUEZ	03282022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	\$336.00 37.90
MCMASTER-CARR SUPPLY CO.	69003417	111-8020-431.43-10	KEYPAD REPAIR IT DOOR	\$37.90 490.91
MERRIMAC ENERGY GROUP	2218050	741-8060-431.62-30	FUEL PURCHASE	\$490.91 29,287.77
NACHO'S LOCK & KEY SERVICE	13638	111-8022-419.43-10	REKEY & REPAIR COURTHOUSE	\$29,287.77 206.00
				\$206.00

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Payer Name	Invoice Number	Account Number	Description	Transaction Amount
NATIONAL EMBLEM, INC.	396912	111-7022-421.61-27	HPPD UNIFORMS PATCHES	637.55
NORTH STAR LAND CARE	1601-304	535-8090-452.56-60	LANDSCAPING SVCS	23,057.75
OREILLY AUTO PARTS	2959-123595 2959-125329 5655-287826 5655-288440	219-8085-431.43-21 219-8085-431.43-21 219-8085-431.43-21 219-8085-431.43-21	PARTS FOR SHUTTLE PARTS FOR SHUTTLE PARTS FOR SHUTTLE HEATER HOSE SHUTTLE 004	57.64 74.91 58.81 43.00
RINGON CONSULTANTS, INC.	36606 37747	111-5010-419.56-49 111-5010-419.56-49	COMMUNITY ENGAGEMENT SAFETY ELEMENT-CD	1,241.50 6,947.00
RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0046885	111-7010-421.59-20	TRAINING REGISTRATION	\$8,188.50
ROADLINE PRODUCTS INC	17303	221-8012-429.61-20	FAST DRY RED PAINT	388.00
SMART & FINAL	3192200002806 3192200012504 3192200015901 3192200032601	111-7010-421.61-20 111-7010-421.61-20 111-7010-421.61-20 111-7010-421.61-20	MEETING/EVENT SUPPLIES-PD MEETING/EVENT SUPPLIES-PD MEETING/EVENT SUPPLIES-PD MEETING/EVENT SUPPLIES-PD	99.93 13.44 131.40 106.38
SOCORRO MENDEZ	02172022	111-0000-322.10-10	CUSTOMER REFUND REQUEST	\$351.15
SOUTHERN CALIFORNIA EDISON	03232022 03282022 03312022 1/10-2/07 03312022 1/10-2/07 04022022 03252022 03282022 03252022 03312022 1/10-2/07 04022022 03252022 03282022 03252022 03312022 1/10-2/07 2/16-3/17	111-8020-431.62-10 111-8022-419.62-10 111-8022-419.62-10 111-8022-419.62-10 111-8023-451.62-10 111-8023-451.62-10 221-8014-429.62-10 535-8016-431.62-10 535-8016-431.62-10 681-8030-461.62-20 681-8030-461.62-20 681-8030-461.62-20	ELECTRICAL SVCS: 6900 BISSELL ELECTRICAL SVCS: COURTHOUSE ELECTRICAL SVCS: VARIOUS LOCATIONS ELECTRICAL SVCS: BEAR/FLORENCE	\$1,908.45 1,513.00 6,750.08 1,746.80 1,335.19 3,931.45 16,189.91 8,867.61 16,316.68 51.03 6,297.20 19,366.52 4,471.85 4,074.54 <b>\$90,911.86</b> 649.40
STAPLES ADVANTAGE	8065074056 8065074056 8065074056	111-0110-411.61-20 111-0210-413.61-20 111-3010-415.61-20 111-6010-451.61-20	OFFICE SUPPLIES-CITY WIDE OFFICE SUPPLIES-CITY WIDE OFFICE SUPPLIES-CITY WIDE OFFICE SUPPLIES-CITY WIDE	23.74 32.98 125.11 1,002.52

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STAPLES ADVANTAGE	8065074056	111-6030-451.61-35	OFFICE SUPPLIES-CITY WIDE	881.99
	8065074056	111-7022-421.61-24	OFFICE SUPPLIES-CITY WIDE	41.62
	8065074056	111-7030-421.61-20	OFFICE SUPPLIES-CITY WIDE	603.85
	8065074056	111-7040-421.61-32	OFFICE SUPPLIES-CITY WIDE	355.73
	8065074056	239-6060-490.61-60	OFFICE SUPPLIES-CITY WIDE	311.88
SUPERIOR, LLC	341850	111-9010-419.33-10	ANNUAL SUBSCRIPTION FEE	\$3,379.42
	346047	111-9010-419.33-10	FINANCIAL SYSTEM	1,284.00
T-MOBILE USA	2/21-3/20	111-0110-411.53-10	CELL PHONE-COUNCIL	\$14,172.20
	2/21-3/20	111-0210-413.53-10	CELL PHONE-ADMIN & HR	195.35
	2/21-3/20	111-1010-415.53-10	CELL PHONE-CITY CLERK	158.14
	2/21-3/20	111-3010-415.53-10	CELL PHONE-FINANCE	39.07
	2/21-3/20	111-5055-419.53-10	CELL PHONE-CD	68.01
	2/21-3/20	111-6010-451.56-41	MOBILE SVCS- PARKS	230.04
T2 SYSTEMS CANADA INC.	IRIS0000093955	111-8010-415.56-41	PARKING PAY STATIONS SUBC	\$1,291.18
	IRIS0000095627	111-8010-415.56-41	PARKING PAY STATIONS SUBC	2,370.00
	IRIS0000097848	111-8010-415.56-41	PARKING PAY STATIONS SUBC	2,370.00
	IRIS0000098924	111-8010-415.56-41	PARKING PAY STATIONS SUBC	2,563.20
	IRIS0000101234	111-8010-415.56-41	PARKING PAY STATIONS SUBC	2,370.00
	IRIS0000102297	111-8010-415.56-41	PARKING PAY STATIONS SUBC	2,370.00
	IRIS0000103393	111-8010-415.56-41	PARKING PAY STATIONS SUBC	2,370.00
	TXCRIRIS98924	111-8010-415.56-41	PARKING PAY STATIONS SUBC	-193.20
THE GAS COMPANY	03182022	111-7024-421.62-10	GAS SVCS-VARIOUS GOVT BUILDINGS	\$16,590.00
	03182022	111-8020-431.62-10	GAS SVCS-VARIOUS GOVT BUILDINGS	1,052.39
	03182022	111-8022-419.62-10	GAS SVCS-VARIOUS GOVT BUILDINGS	193.57
	03182022	111-8023-451.62-10	GAS SVCS-VARIOUS GOVT BUILDINGS	1,481.02
				489.66
THORSON MOTOR CENTER	03302022	741-8060-431.74-10	PURCHASE 2022 TRUCK-PW	\$3,216.64
				42,708.58
THREE G'S PLUMBING	22465	111-8020-431.43-10	PLUMBING SVCS-CITY HALL	\$42,708.58
TOWN HALL STREAMS	13912	111-1010-411.56-41	MONTHLY LIVE STREAM	690.70
U.S. ARMOR CORPORATION	36726	111-7022-421.61-24	PD BULLET PROOF VEST	\$690.70
	36726	233-7010-421.74-10	PD BULLET PROOF VEST	300.00
UNDERGROUND SERVICE ALERT OF SO CAL	320220126	221-8014-429.56-41	CHO01 NEW TICKET CHARGES	\$300.00
	DSB20210688	221-8014-429.56-41	CA STATE FEE REGULAR COST	354.85
UPWARD SOLUTIONS	22-0306	111-0210-413.56-41	PUBLIC AFFAIRS SERVICES	118.44
				\$473.29
				5,000.00
				\$5,000.00

**City of Huntington Park  
Demand Register**

**4/19/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VELADA CONSULTING LLC	37	111-0210-413.56-41	CONSULTING SERVICES	\$7,500.00 7,500.00
VULCAN MATERIALS COMPANY	73238590 73239993	111-8010-431.61-20 111-8010-431.61-20	POTHOLE REPAIRS POTHOLE REPAIRS	462.91 463.83
WEST & ASSOCIATES ENGINEERING, INC	1008-16-22-04A 1008-16-06-02 1008-16-17-01	111-8031-433.76-17 111-8031-433.76-17 202-8080-431.76-21 202-8080-431.76-23	INSPECTION INVENTORY LACFD NPDES SYSTEM COST PLANS FOR CIP 2018-11 PA & ED SVCS CIP 2019-14	\$926.74 1,900.00 6,800.00 12,800.00 3,500.00
WEST GOVERNMENT SERVICES	846132990 846227290	111-7030-421.56-41 111-7030-421.56-41	SOFTWARE SUBSCRIPTION-PD SOFTWARE SUBSCRIPTION-PD	\$25,000.00 779.74 71.59
WEX BANK	80092885	741-8060-431.62-30	FUEL PURCHASE DEPT CARS	\$851.33 858.50
XEROX FINANCIAL SERVICES	3159000 3159000 3159000	111-8020-431.43-05 285-8050-432.43-05 681-8030-461.43-05	LEASE PAYMENT FOR COPIER LEASE PAYMENT FOR COPIER LEASE PAYMENT FOR COPIER	\$858.50 59.99 59.98 59.99
YMCA OF METROPOLITAN LOS ANGELES	04052022	239-0272-463.57-91	FOOD PANTRY BOXES	\$179.96 8,000.00 \$8,000.00
				<b>\$1,586,845.60</b>

ITEM NO. 4



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

April 19, 2022

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO RINCON CONSULTING TO PROVIDE HOUSING ELEMENT SERVICES**

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

1. Award a One (1) year professional service agreement (PSA), Rincon Consultants for a not-to-exceed amount of \$712,472.65;
2. Approve a budget appropriation in the amount of \$712,473 in account number 111-9050-462.56-41 American Rescue Funds Contractual Services; and
3. Authorize the City Manager to execute the PSA.

### **BACKGROUND**

The City of Huntington Park has historically utilized technical consultant staff to perform the analysis for long range planning documents. Such items would include environmental impact reports, housing element reports, general plan amendments, safety plans, environmental justice plans, zoning changes etc. The City of Huntington Park will be undergoing its first update of all of the aforementioned in nearly a decade. The Housing element update is required by the State of California every five (5) years. The City had previously retained the services of an individual to assist in the process along with a contract planner to provide the technical support for this State mandated process. However, both individuals are no longer working on behalf of the City and the State has made a considerable number of comments on the submitted housing element from November.

The City had previously hired Rincon Consultants to perform services relate to the environmental justice (EJ) component of the housing element. In working with Rincon Consultants over the past three months on the EJ plans, it was determined that they are a highly qualified planning consultant. In an effort to complete the remaining elements of the State mandated housing element and to continue with "good faith efforts" with three

# **CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO RINCON CONSULTING TO PROVIDE HOUSING ELEMENT SERVICES**

April 19, 2022

Page 2 of 2

pending litigation memorandum of understandings (MOU), staff is requesting to extend the contract of Rincon Consultants to complete all elements of the housing elements.

## **FISCAL IMPACT**

The City has received a Local Early Action Planning Grant in the amount of \$150,000 from the State of California. To date approximately \$80,000 has been expensed leaving \$70,000 to offset the cost of the remaining amount needed. The American Rescue Plan Act (ARPA) line items the promotion of long-term housing security, affordable housing and homelessness. These items are all addressed as part of the housing element, environmental justice and safety plans to be addressed in the proposal from Rincon Consultants. The outstanding balance of funding from ARPA can be considered by the City Council for funding of the plan.

## **CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager

Steve Forster  
Interim Community Development Director

## **ATTACHMENT(S):**

1. Draft Professional Services Agreement for Rincon Consultants
2. Rincon proposal

## ATTACHMENT "A"



## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **19th day of April, 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Rincon Consultants 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, 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 19, 2022** to **April 19, 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 **\$712,472.65** (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 Interim Director of Community Development (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,

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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,

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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.

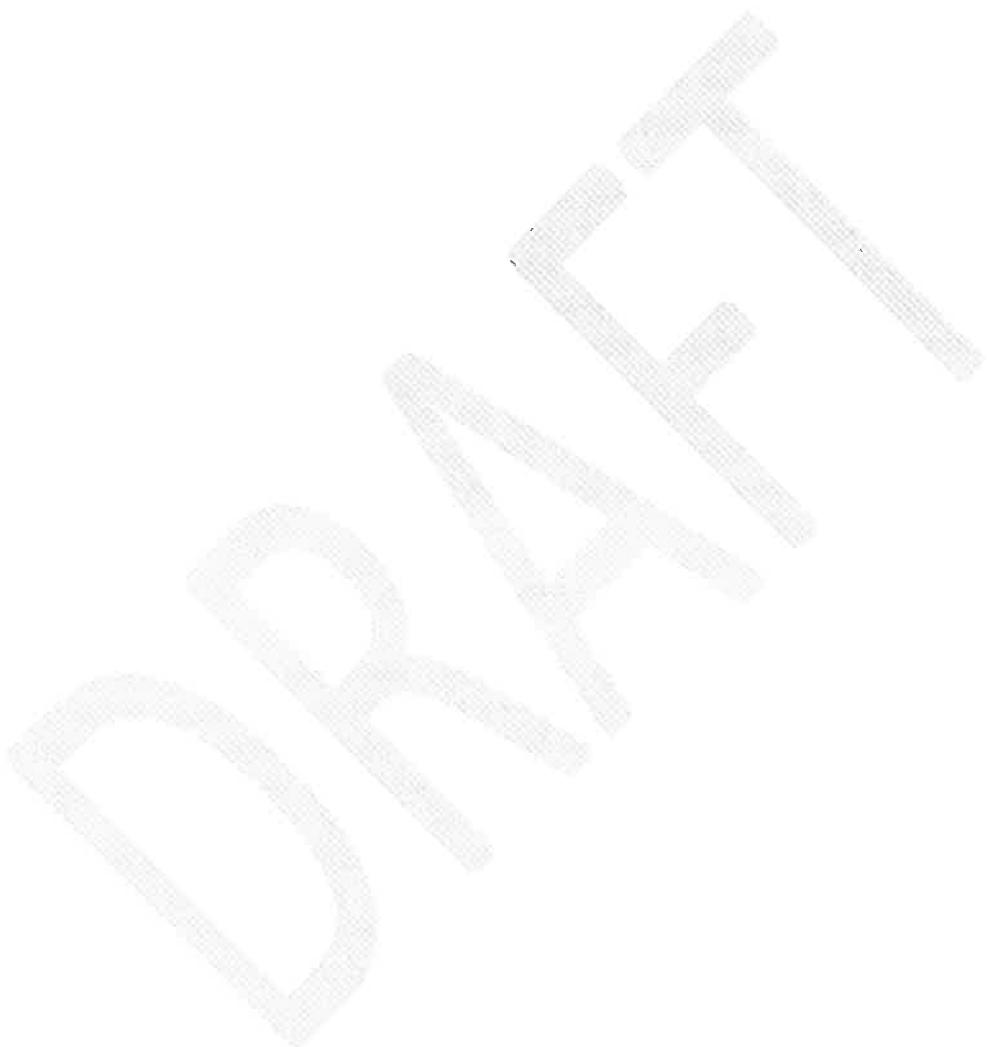
## V. TERMINATION

- 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

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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:**

Rincon Consultants  
250 E 1<sup>st</sup> Street, Suite 1400  
Los Angeles, Ca 90012  
Attn. Kimiko Lizardi

**CITY:**

City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Ricardo Reyes, City Manager

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.

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- 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:**

**CONSULTANT, INC.:**

By: Ricardo Reyes  
City Manager

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

By: Kimiko Lizardi, Director of Planning

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

**APPROVED AS TO FORM:**

By: City Attorney

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

**EXHIBIT "A"**

**SCOPE OF WORK**

**NAME OF CONSULTANTS, INC.**



## ATTACHMENT "B"



**Rincon Consultants, Inc.**

250 East 1st Street, Suite 1400  
Los Angeles, California 90012

213 788 4842

[info@rinconconsultants.com](mailto:info@rinconconsultants.com)  
[www.rinconconsultants.com](http://www.rinconconsultants.com)

Date: April 8, 2022

Project No: 21-11410

Steve Forster  
Director of Community Development  
Community Development Department  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, California 90255  
*Via Email: [SForster@h pca.gov](mailto:SForster@h pca.gov)*

**Subject: Add Services Request #2 to Professional Services Agreement CDD-2021-0004**

Dear Mr. Forster:

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to assist the City of Huntington Park with additional planning services to support the 6<sup>th</sup> Cycle Housing Element update, Environmental Justice Element, Safety Element, and associated environmental reviews and community engagement.

Rincon previously submitted Add Services Request #1, dated February 2, 2022 (Attachment 1) to provide interim contract planning services to support City staff in the processing of the City's 6<sup>th</sup> Cycle (2021-2029) Housing Element. Rather than process a separate contract amendment, the City authorized Rincon to conduct services as described in the February 2, 2022, scope of work under the existing Professional Services Agreement CDD-2021-004 with an understanding that Rincon would prepare a comprehensive contract amendment request. This Add Services Request #2 shall serve as that comprehensive contract amendment request.

The scope of work included in this proposal is based upon Rincon's experience and expertise, taking into account a reasonable, likely course of action. Unforeseen or unusual circumstances that may occur could alter the scope of work and require additional steps for certification. Rincon cannot guarantee the response of the decision-making agencies or the outcome of their actions. This scope of work is not intended to offer or constitute legal advice. It is recommended that you consult your attorney regarding any legal questions related to this proposal.

## Project Understanding

Rincon has participated in ongoing discussions with City staff and the City's legal counsel regarding the status of the 6<sup>th</sup> Cycle Housing Element, Environmental Justice Element, Safety Element and Environmental Impact Report. The City requires additional services to achieve compliance with recent legislative updates and Memorandums of Understanding (MOU) with the California Attorney General, the State of California Department of Housing and Community Development (HCD), Communities for a Better Environment, and Ramona Quezada. The following highlights key additions to our scope of work:

- Augmented community engagement activities to support the 6<sup>th</sup> cycle Housing Element update, Environmental Justice Element, Safety Element, and environmental reviews

- Preparation of a stand-alone Environmental Justice element per the MOU with the California Attorney General (dated December 13, 2021)
- Augments to the Safety Element to address recent legislative updates
- Updates to the Housing Element per recommendations outlined in Draft 6<sup>th</sup> Cycle Housing Element Assessment Memorandum (dated February 25, 2022)
- Preparation of the required environmental documents to support the project
- Additional project management and coordination time to attend weekly check ins, working sessions, and other activities to support successful completion of the project

Enclosed in the add services amendments is a scope of work that describes additional scope of work services, followed by a cost estimate, and a project schedule. Rincon's scope of services is fully negotiable to ensure the proposal meets the City's needs for this work effort.

## Scope of Work

The proposed scope of work is organized consistent with the task order followed in our original contract. To differentiate the amended scope of work from the original scope, tasks that are considered "new" or "expanded" have been indicated as appropriate throughout the scope.

### Task 1 Senate Bill 1000 Compliance

#### Task 1.1 Disadvantaged Community Identification and Environmental Justice Technical Report **[Expanded]**

##### Original Scope Summary

The original scope of this task included preparation of a map of disadvantaged communities based on data compiled from CalEnviroScreen and other commonly used data sources. This amendment expands the original scope of work for this task as described below.

##### Expanded/Modified Scope of Work

Pursuant to the MOU with the California Attorney General, the City shall use two methods to identify disadvantaged communities. SB 1000 defines the criteria for identifying a disadvantaged community (DAC) as follows:

*An area identified by the California Environmental Protection Agency (CalEPA) pursuant to Section 39711 of the Health and Safety Code or an area that is a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation.*

Rincon will identify local DACs within Huntington Park based on the SB 1000 definition of a DAC provided above. The primary methodology for DAC identification will be the California Communities Environmental Health Screen Tool ("CalEnviroScreen 4.0") developed by the California Environmental

Protection Agency's (CalEPA) Office of Environmental Health Hazard's Assessment (OEHHA) pursuant to Health and Safety Code Section 39711, SB 535, and AB 1550. The CalEnviroScreen 4.0 tool is the primary DAC identification tool recommended by the California Office of Planning Research (OPR) General Plan Guidelines for the Environmental Justice Element. Rincon will develop a secondary methodology for DAC identification to pinpoint DAC census tracts utilizing Huntington Park's unique local context. This secondary methodology for DAC identification will screen for areas that have a disproportionately low household median income relative to the broader City context and have additional pollution burden and health risk factors in relation to the remainder of the City. To screen for these additional burdens, Rincon will utilize additional data sources beyond what is provided within the CalEnviroScreen 4.0 tool. These data sources may include but are not limited to, the U.S. Census American Community Survey, CARB's low-income communities map, the SCAG sustainability mapping tool.

Rincon will work with the City to develop the most appropriate method to identify DACs and will prepare a methodology memorandum describing the steps used to identify the DACs for review and agreement by the City and for discussion with community stakeholders as further described below.

Rincon will prepare an Environmental Justice Technical Report, which will identify the major environmental justice challenges that Huntington Park's disadvantaged communities face, such as adverse air quality caused by industrial activities or inadequate access to regional transportation.

The MOU with the California Attorney General indicates that the City shall consult with community members during its environmental justice workshops to supplement its knowledge of local issues and consult with agencies with expertise regarding the City's environmental justice-related issues, such as air, water, and public health departments. Rincon will conduct interviews with appropriate agencies and departments and obtain feedback through public engagement efforts to better understand and characterize the unique and disproportionate challenges faced by local communities. These agencies, departments and community stakeholders will be identified with assistance from City staff and input from the Advisory Committee during Task 2.1 Community Engagement Plan.

This task assumes that Rincon will prepare a screencheck version of the Environmental Justice Technical Report to be reviewed by City staff prior to the preparation of a public review draft. The screencheck draft will be submitted electronically (Word) only and we will respond to compiled, tracked changes from the City. The public review version of the Environmental Justice Technical Report will be provided as a PDF, and no hard copies have been assumed.

Feedback gathered through public workshops and targeted interviews with key stakeholders will be incorporated, as appropriate, in the Environmental Justice Element as described in Task 1.2. Per the MOU with the California Attorney General, it is assumed that the information contained within the Environmental Justice Technical Report will be included in the Environmental Justice Element itself, rather than an ancillary document.

*Note: the scope for community engagement and stakeholder interviews is included in Task 2.*

## Deliverables

- Disadvantaged Communities (DAC) Identification Methodology Memorandum
- Stakeholder Interview Summary Report (addressed in Task 2)

- One electronic copy of the Screencheck draft Existing Conditions report
- One electronic copy of the Public review draft Existing Conditions report

## Task 1.2 Environmental Justice Element **[Expanded]**

### *Original Scope Summary*

The original scope of work included three tasks as follows:

- Task 1.2 General Plan Review
- Task 1.3 Goal and Policy Development
- Task 1.4 Environmental Justice Principles Table

The original scope of these tasks was intended to review existing goals and policies and to develop goals and policies for inclusion in the City's Housing Element. In addition, it included an Environmental Justice Principles table which was a crosswalk table to show a comparison between OPR's principles and the proposed new or existing goals and principles that would meet OPR's guidance. The amendment modifies and expands the scope of this task as further described below.

### *Expanded/Modified Scope of Work*

Pursuant to the MOU with the Attorney General's office, the City shall prepare a standalone Environmental Justice Element. The Environmental Justice Element will define and identify disadvantaged communities in Huntington Park, strive to understand the unique and disproportionate challenges faced by these communities, and guide the city's efforts to address issues related to social equity and environmental justice. In accordance with Senate Bill 1000, this element will address pollution exposure, provision of public facilities, food access, residential safety, and opportunities for physical activity. In addition, this element will offer goals and policies on promoting meaningful community engagement among disadvantaged communities and recommendations to improve existing programs that promote equity and inclusiveness in the decision-making process. As social equity and environmental justice are interconnected to many other components of the General Plan, policies developed for this element will be tied to those in other elements, such as the Land Use Element and Public Safety Element.

This task assumes that Rincon will prepare a screencheck version of the Environmental Justice Element to be reviewed by City staff prior to the preparation of a public review draft. The screencheck draft will be submitted electronically (Word) only and we will respond to compiled, tracked changes from the City. The public review version of the Environmental Justice Element will be provided as a PDF, and no hard copies have been assumed.

A final Environmental Justice Element will be prepared for public hearings and will incorporate applicable comments received during the public review process. The final version of the Environmental Justice Element will be provided as digital files (Word and PDF), and no hard copies have been assumed.

The expanded/modified Task 1.2 replaces the previous scopes for Tasks 1.2, 1.3 and 1.4 and augments both the scope and budget to include the preparation of a standalone Environmental Justice Element as

detailed above. Upon approval of this amendment, the scope and budget structure will be amended to combine under a single Task 1.2.

## Deliverables

- One electronic copy of the Draft Environmental Justice Element
- One electronic copy of the Public Review Draft Environmental Justice Element
- One electronic copy of the Final Environmental Justice Element

## Task 2 Community Engagement

### Task 2.1 Community Engagement Plan [NEW]

Through our work to date for Huntington Park, Rincon understands that public engagement will be critical for the success of the Housing Element, Environmental Justice and Safety Element Updates. Rincon will prepare a Community Engagement Plan to guide community engagement activities moving forward. The objective of the Community Engagement Plan will be to gain informed and meaningful input from a diverse range of groups and community members within Huntington Park. The Community Engagement Plan will take into account the activities identified in the MOUs with HCD, Attorney General's office and Communities for a Better Environment and Ramona Quezada. The Community Engagement Plan will be one of the first tasks Rincon will complete upon approval of this contract amendment and will help the City and consultant organize the community engagement program and ensure a clear record of activities and outcomes. The Community Engagement Plan will include:

- Engagement Methods - list of recommended community engagement methods
- Huntington Park Demographics – key demographic and community characteristic data that will inform the engagement and notification methods
- Audience - target audience for each event. Part of the target audience shall include housing providers and affordable housing partners and disadvantaged communities
- Engagement Objectives – purpose and objectives for each activity
- Scope - level of engagement and activities/materials needed for each activity
- Notification Methods – notification methods to be used
- Detailed engagement schedule – including both internal and external target dates, review times and notification periods
- Roles – clear identification of consultant and city roles for all engagement and notification activities
- Evaluation Process – a description and steps for how feedback will be evaluated
- Reporting – how information will be used and communicated back to the public

Rincon will meet with City staff to review and discuss the Draft Community Engagement Plan. We also recommend that the Draft Community Engagement Plan be reviewed with the Advisory Committee for their input. Following the meeting and in response to feedback from the City and Advisory Committee,

Rincon will prepare a final plan that will serve as a guiding document for community engagement activities.

## Deliverables

- One electronic copy of the Draft Community Engagement Plan
- One electronic copy of the Final Community Engagement Plan

## Task 2.2 Community Workshop Allowance [NEW]

The Rincon team will assist City staff in preparing for and conducting up to five community workshops, an open house event and up to three pop up events to discuss the Housing Element, Environmental Justice, and Safety Element updates. The scope and budget for this task has been prepared assuming the activities as described below, but will be refined during Task 2.1.

The scope of this task is to include the following:

- Up to three in-person workshops
  - Environmental Justice Workshop #3 – Existing Conditions Analysis and Verification
  - Housing and Safety – Sites Inventory Input and Safety Issues Identification
  - Draft Environmental Justice Element, Housing Element and Safety Element Workshop
- Up to two virtual workshops
  - Housing and Safety
  - Environmental Justice
- Up to one open house event
  - Draft Elements and CEQA
- Up to three pop up events/community activities
  - Rincon will send one person to the event
- Rincon will prepare all content for the workshops (including presentations, handouts, activity materials, comment cards, sign in sheets, and notices).
- Rincon will prepare meeting summaries
- Rincon will host virtual workshops through Zoom

The scope assumes the following:

- Rincon has assumed attendance by at least two Rincon team members at each event. City staff to provide additional staffing support, as needed.
- City staff will handle all translation including written and verbal for meetings and meeting materials
- City staff will handle all printing, production and equipment/supply needs for the workshops
- City staff will handle distribution of notifications
- City staff will manage updates to the website and social media, as necessary

## Deliverables

- Materials and presentations for up to three in-person workshops
- Presentations for up to two virtual workshops



- Materials and presentations for up to one open house
- Materials for up to three pop up events

### Task 2.3 Optional Online Engagement Allowance [NEW]

Rincon can provide additional support for online engagement. This task includes several activities that the City may want to include in the overall work program.

- **Online Survey.** The Rincon team will draft an online survey and revise questions based on staff feedback. The City has already released a survey for the Environmental Justice element, but may want to prepare a survey to support the Housing Element and Safety Element Updates. Staff will be responsible for advertising the survey's availability through the City's other communication channels. Following its closing, an accompanying summary report will be created with numerical breakdowns of responses, charts and graphs where applicable, and narrative descriptions of the qualitative results.
- **Participatory Mapping.** Participatory mapping exercises are a type of survey that allows participants to view, comment, and prioritize specific topics. Rincon will develop online maps that can be utilized as part of the online survey, or separately, when the site inventory is ready for public review. This participatory mapping exercise would allow community members to identify and rank current housing conditions, identify and rank potential opportunity sites, and rate potential methods for implementing affordable housing, design standards, and policy changes to reduce barriers to housing.
- **Social Media.** A strategy will be developed for sharing project information through social media outlets such as Facebook, NextDoor, and Twitter. Language and images will be provided at key points in the process to the City for managing content through existing City accounts, up to four social media pushes are anticipated.
- **Email Blasts.** In concert with social media efforts, content for email blasts will be prepared to keep the community engaged and informed at key point in the process. Rincon will prepare content for up to four email blasts, which the City will send through established email listservs or newsletters.

#### Deliverables

- Survey questions and online survey
- Participatory mapping exercise
- Up to four social media pushes and up to four email blast content

### Task 2.4 Advisory Group Meetings [NEW]

The Rincon team will attend and present at up to four virtual Advisory Group meetings. These meetings are anticipated to occur one time per month. The Rincon team will be responsible for the following:

- Input on agendas
- Presentation Materials (PowerPoint and handouts)
- Meeting notes/summaries

The Advisory Group meetings will be used to gather input during the Environmental Justice, Housing Element and Safety Element update process. The Advisory Group will also be used to help disseminate information and advise on best methods to reach the broader community.

The scope of this task assumes:

- Rincon has assumed attendance by at least two Rincon team members at the meeting
- City staff will handle all translation including written and verbal for meetings and meeting materials
- City staff will handle all printing and production needs
- City staff will handle distribution of meeting notifications

### **Deliverables**

- Attendance at up to four virtual Advisory Group meetings
- Preparation of meeting notes/summaries
- Preparation of presentation materials/handouts (as needed)

### **Task 2.5 Stakeholder Interviews [NEW]**

The Rincon team will conduct stakeholder interviews to obtain feedback to support the Housing Element, Environmental Justice and Safety Element updates. The City will provide a list of stakeholders, and Rincon will provide input on the list. The City shall make the final determination on stakeholder interviews. Stakeholder interviews will be conducted virtually in one-on-one or small group format with key members of the community. The Rincon team proposes up to four virtual stakeholder interview sessions.

### **Deliverables**

- Stakeholder interview questions
- Stakeholder interview sessions' summary

### **Task 2.6 Optional Study Sessions [NEW]**

The Rincon team will facilitate up to two study sessions with the Planning Commission and City Council. We recommend that this be organized as a “Housing, Environmental Justice and Safety 101” presentation, to ensure an understanding of the structure and importance of a Housing Element, key differences with the 6<sup>th</sup> Cycle housing element, and recent legislation driving the updates to Safety and Environmental Justice.

### **Deliverables**

- Study Session PowerPoint Presentations
- Attendance at up to two virtual study sessions

### **Task 2.7 Workshop Fee Adjustment [NEW]**

Rincon's original scope of work only included attendance at one virtual workshop. Rincon has continued working with the City to prepare for and facilitate at a second, in-person workshop scheduled for March

23, 2022. This task includes a budget adjustment to cover the additional work Rincon completed to attend a 2<sup>nd</sup>, in-person workshop that was not included in Rincon's original scope of work.

## Task 3 Project Management

### *Original Scope Summary*

The original scope of this task included minimal time to support project management and coordination matching the original work effort. Due to the expanded scope of work, including the addition of community engagement, the Housing Element Update, environmental analysis and expanded work on the Environmental Justice and Safety Elements, it will be extremely important to include more time for project coordination and collaboration with City staff and the team.

### *Expanded/Modified Scope of Work*

Rincon will provide additional project management support including weekly calls, working sessions, quality control and regular team check ins. The expanded scope of work is described in further detail below.

### Task 3.1 Project Coordination, Administration and Weekly Calls **[New]**

As part of this task, the Rincon team will conduct weekly check -in conference calls with city staff to proactively identify project issues, identify potential solutions and coordinate with the team and City staff on the best course of action. Weekly calls will also include updates on tasks and project schedule and. Rincon will prepare a detailed project schedule to be used throughout the life of the project, highlighting key milestones and work product delivery dates and will coordinate with team members, including the traffic subconsultant.

#### **Deliverables**

- Attendance at up to 72 weekly calls, along with brief agendas and action items/assignments
- Project Schedule

### Task 3.2 Project Management Fee Adjustment **[New]**

Rincon's original scope of work only included a minimal number of hours for project coordination and meetings. Rincon has attended five meetings with the City and initiated a weekly meeting series. This task includes a budget adjustment to cover the additional work Rincon has completed to support additional project coordination and meetings through April 2022.

## Task 4 Safety Element Update

### Original Scope Summary

The original scope of this task included preparation of an updated Safety Element in compliance with State law and in alignment with the Local Hazard Mitigation Plan. This amendment expands the original scope of work for this task as described below.

### Expanded/Modified Scope of Work

The scope of work described below proposes tasks necessary to bring the Huntington Park's 2017 Draft Health and Safety Element into compliance with recent legislative requirements. Safety Element law has been rapidly evolving in recent years with new legislative mandates and guidance being issued by the state on an almost annual basis. This expanded scope of work reflects a more comprehensive approach to meeting state requirements regarding climate change than what was provided in the original scope. It also reflects expanded scope to address evacuation-related bills that went into effect on January 1, 2022. This expanded scope is intended to provide a more defensible update to the City's Health and Safety Element.

There have been a number of pieces of legislation enacted by the state that require cities and counties to update their Safety Elements. Below is a selection of key Safety Element legislation applicable to Huntington Park:

- **Assembly Bill (AB) 2140 (2006).** Integration of Local Hazard Mitigation Plan. AB 2140 authorizes local jurisdictions to incorporate their local hazard mitigation plan along with their safety element update. Incorporation of the local hazard mitigation plan in the safety element makes the jurisdiction eligible to be considered for part or all of its local-share costs on eligible Public Assistance funding to be provided by the state through the California Disaster Assistance Act (CDAA).
- **Senate Bill (SB) 379 (2015). Climate Change Adaptation.** SB 379 requires all cities and counties to include climate adaptation and resiliency strategies in the safety elements of their general plans beginning January 1, 2017. The bill requires the climate adaptation update to include a set of goals, policies, and objectives for their communities based on the vulnerability assessment, as well as implementation measures.
- **SB 1035 General Plans (2018). Updated Information on Hazards.** SB 1035 requires cities and counties to update their safety element during a housing element or local hazard mitigation plan update cycle, but not less than once every eight years, if new information on flood hazards, fire hazards, or climate adaptation or resilience is available that was not available during the previous revision of the safety element.
- **SB 99 (2019). Residential Emergency Evacuation Routes.** SB 99 requires a local government to review and update the safety element during the next revision of the housing element (on or after January 1, 2020) to identify residential developments in hazard areas that do not have at least two emergency routes.
- **AB 747 (2019) and AB 1409 (2021). Evacuation Routes and Locations.** ABs 747 and 1409 require all cities and counties to identify evacuation routes and locations in the safety elements of their general plans upon the next revision of their local hazard mitigation plan, beginning on or after

January 1, 2022. The bill requires evaluation of evacuation route capacity, safety, and viability under a range of emergency scenarios and evacuation locations. The safety element can be updated based on information included in an adopted local hazard mitigation plan, emergency operation plan, or other document provided the information fulfills the goals and objectives of the AB requirements.

The approach to bring Huntington Park into compliance with the listed legislation is provided in Tasks 4.1-4.3 below.

### Task 4.1 Climate Change Vulnerability Assessment [New]

In accordance with California Government Code 65302(g) and SB 379 and SB 1035, Rincon will complete a Climate Change Vulnerability Assessment which will detail the anticipated climate impacts in Huntington Park. At a qualitative level, Rincon will evaluate the locations of the City's critical facilities and services (such as Fire Stations, evacuation routes, schools etc.), which can serve as cooling centers during extreme heat events, and hazardous materials sites, which can increase risks of contaminants spreading into the community and environment in the event of an extreme weather event. The Climate Change Vulnerability Assessment will be prepared consistent with the latest (2020) California Adaptation Planning Guide, as described in California Government Code 65302(g) and the Office of Planning and Research's General Plan Guidelines. Rincon will utilize maps and data from existing plans and available sources of geospatial data, including:

- Information from the internet-based Cal-Adapt tool.
- Information from the internet-based Healthy Places Index tool to identify vulnerable populations.
- Information from the City of Huntington Park Natural Hazards Mitigation Plan.
- Information from California's Fourth Climate Change Assessment.
- Information from the Los Angeles County Climate Vulnerability Assessment (2021).
- Information from the City of Huntington Park Draft General Plan and General Plan Background Report (2017).

A key component of the Climate Change Vulnerability Assessment will be an evaluation of the potential for climate change to disproportionately impact vulnerable population groups (e.g., seniors, children, low-income communities, etc.). Rincon will incorporate information on vulnerable groups identified in the Environmental Justice Element (Task 1) development process to capture communities that bear high rates of pollution burden to maintain consistency.

The Climate Change Vulnerability Assessment will employ existing modeling results per State guidance provided in California Government Code 65302(g) and the Office of Planning and Research's General Plan Guidelines, and not include additional quantitative asset analysis.

Rincon anticipates up to one round of review of the Climate Change Vulnerability Assessment. The administrative draft will be submitted electronically only (Word), and we will respond to compiled, tracked changes from the City. The final version of the Climate Change Vulnerability Assessment will be provided as electronic copies (Word and PDF), and no hard copies have been assumed.

### Deliverables

- One electronic copy of the Draft Vulnerability Assessment (Word)
- Two electronic copies of the Final Vulnerability Assessment (Word and PDF)

## Task 4.2 Evacuation Analysis (New)

### *Hazard Identification & Identification of Evacuation Routes and Shelters*

Based on preliminary analysis, the primary hazard events in Huntington Park are anticipated to be fires, earthquakes (Puente Hills Fault), and HAZMAT spills. Translutions will work with the project team to identify other potential hazards applicable to the City as well as key evacuation routes, per AB 747 requirements, and shelters, per AB 1409 requirements. It is anticipated that this task will require two meetings with the City and the Los Angeles County Fire Department (Battalion 13), which services the City.

### *SB-99 Evaluation*

Translutions will work with the project team to identify areas of the City which do not have multiple access routes. This will include mapping residential parcels with only one access point and identification of distances traveled to reach evacuation centers or gateways to the City. This will assist in identifying potential areas with limited accessibility. Translutions will provide the evacuation access and locations map for inclusion in the Health and Safety Element. The City will provide digitized roadway network and evacuation locations for the evacuation analysis. Translutions and Rincon will attend up to one meeting with the City to discuss the residential areas with only one access point.

### *AB 747 Capacity Assessment*

Translutions will first discuss and define evacuation scenarios with the project team. Once defined, the following tasks will be conducted:

- First, the analysis will estimate the number of vehicle trips during each evacuation event. Translutions will use socio-economic data provided by the City or from the SCAG model to estimate travel demand. This evaluation will be based on population data, number of employees, auto-ownership information, etc. used during evacuation. This will also identify households that would be dependent on transit or other means of evacuation due to non-availability of an automobile. The travel demand will also consider time of day since evacuation trips would vary based on the time of day due to the location of residents.
- The traffic operations analysis will be based on application of the SCAG Model and by applying information from the SCAG Model. Background traffic for roadways not affected during an evacuation event will be based on the SCAG Model. Evacuation traffic will be determined by applying bell curve patterns to the trips generated earlier. Segment traffic volumes will be converted to turning volumes based on NCHRP-765 methodologies based on turning movement counts to be provided by the City from historical data, and time of day volumes will be developed by applying peak hour factors from the model.
- A multi-period analysis will be conducted to identify evacuation delays based on a simulation network to be built for the City. A multi-period analysis evaluates the effect of unfulfilled demand from one 15-minute period to the next during each analysis timeframe. Evacuation trips will be assigned to roadways based on congestion and residual capacity identified from the model wherein traffic will be reassigned to less-congested roadways, if possible. This will help identify travel time and assist emergency responders identify congested locations on the network. The results of this modeling effort will be used to identify bottlenecks in the City's network during each evacuation



scenario. This task will be conducted for three evacuation scenarios to be developed based on discussion with the project team.

#### *Recommendations*

Based on the above analysis, Translutions will develop recommendations to mitigate or reduce potential circulation constraints and capacity issues. The initial recommendations will be presented to the project team for discussion and refinements. Rincon will be in attendance at the team meeting.

#### *Evacuation Analysis Report and General Meetings*

Translutions will prepare a draft report summarizing the assumptions, analysis methodologies, findings and recommendations. Upon receipt of comments from the project team, Translutions will submit the final report.

#### **Deliverables**

- Translutions will attend up to six meetings with agency staff to discuss emergency evacuation. Rincon's technical lead for the Safety Element will attend up to two meetings.
- Evacuation access and locations map
- Draft recommendations to mitigate or reduce potential circulation constraints/capacity issues
- Final recommendations to mitigate or reduce potential circulation constraints/capacity issues
- Draft evacuation analysis report (word)
- Final evacuation analysis report (PDF)

#### **Task 4.3 Safety Element Update [Expanded]**

The Health and Safety Element seeks to minimize the risk of death, injuries, property damage, and social and economic disruption as a result of natural or human-caused hazards. Rincon will prepare updates to the draft Health and Safety Element to address legislation highlighted above, consistent with California Government Code Section 65302(g) requirements and the Office of Policy and Research 2017 General Plan Guidelines. Brief summaries regarding climate change and emergency evacuation based on the technical analyses completed in Task 4.1 and Task 4.2 will be included. The Climate Change Vulnerability Assessment and the Evacuation Analysis Report will serve as technical appendices to the General Plan.

Rincon will review existing draft adaptation policies in the General Plan and, if necessary, develop new goals, policies and implementation programs for assets identified in the Climate Change Vulnerability Assessment (Task 4.1) as having the highest risk to climate change. The City's existing plans and ongoing related planning efforts will be used as references to coordinate adaptation policies with current City efforts. Goals, policies and implementation programs will address both community-based adaptation and adaptation strategies that are focused on municipal government implementation and operations. The adaptation goals, policies and implementation programs will be incorporated directly into the Health and Safety Element update.

Rincon will prepare policies and programs to address emergency access constraints associated with residential neighborhoods that have only one access point per Task 4.2. Rincon will incorporate the Evacuation Access and Locations map. Rincon will also prepare policies and programs based on the recommendations in the Evacuation Analysis Report per Task 4.2.



Rincon will complete amendments to the Health and Safety Element to achieve consistency with the updated Housing Element (Task 5) and the new Environmental Justice Element (Task 1).

Updates to the Seismic Hazards, Liquefaction Hazards, Fire Hazards, Hazardous Materials, Emergency Response, Law Enforcement and Crime, Fire Protection Standards, and Noise, and associated policies and programs, of the Draft Health and Safety Element are not included in this scope. Updates to existing maps are also not anticipated.

Rincon's cost estimate for this task is dependent upon receiving the electronic files for the Health and Safety Element in Word format in addition to any other file format used during the preparation of the 2019 General Plan (i.e., InDesign, Illustrator, etc.). If the Word file(s) cannot be provided, additional costs associated with the conversion of files may be incurred.

Rincon anticipates up to one round of review of the Health and Safety Element. The administrative draft will be submitted electronically only (Word), and we will respond to compiled, tracked changes from the City. The final version of the Health and Safety Element will be provided as electronic copies (Word and PDF), and no hard copies have been assumed.

The expanded/modified Task 4.3 replaces the previous scope for Task 4 and augments both the scope and budget to include policies and implementation programs to address climate adaptation and emergency evacuation.

### **Deliverable**

- Draft Safety Element Update in electronic format (Word)
- Final Safety Element Update in electronic format (Word and PDF)

## **Task 5 Housing Element Update [New]**

Rincon will revise the City's draft 6<sup>th</sup> Cycle Housing Element, building on work already completed for the City, a previous consultant team, comments from the public, and letters from HCD dated.<sup>12</sup> October 5, 2021 and January 14, 2022. The schedule provided is dependent on the ability to use the prepared draft Housing Element and document resources. Significant modifications to components of the Housing Element will increase the timeframe and budget required to complete all tasks.

Task 5.2 through 5.6 will be produced for review for the Administrative Draft Housing Element.

### **Task 5.1 Data Gaps Analysis**

Rincon will review and assess the existing draft Housing Element, associated technical information, data available from regional and state governments, and other pertinent information related to the preparation of the City's Draft Housing Element in accordance with HCD guidance to identify data gaps.

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<sup>1</sup> Department of Housing and Community Development, "Review of the City of Huntington Park's 6<sup>th</sup> Cycle (2021-2029) Draft Housing Element", dated October 5, 2021

<sup>2</sup> Department of Housing and Community Development, "Review of the City of Huntington Park's 6<sup>th</sup> Cycle (2021-2029) Draft Housing Element", dated January 14, 2022

Rincon will submit a data request to the City. Once the assessment has been completed and the requested data received, we will provide a memo summarizing our findings and strategies for data collection, if needed.

## Deliverables

- Memo summarizing data gaps, data provided by City staff, and strategy for collecting additional data needed

## Task 5.2 Revise Housing Needs Assessment

Rincon will revise the existing Housing Needs Assessment consistent with state Housing Element law, HCD's Completeness Review Checklist, and HCD's two comment letters<sup>12</sup>. In particular, the analysis of the housing needs of extremely low-income households will need to be revised.

Rincon will analyze existing data and collect new data as needed. Rincon will also utilize Task 2.1 Community Engagement Plan to inform this task.

The Housing Needs Assessment will contain the topics listed below to satisfy Government Code Section 65583(a) requirements:

- **Demographics, Income, and Employment Trends.** This section includes information on the population growth trends, along with income distribution and employment trends.
- **Household Characteristics.** This section will also discuss household characteristics such as size, tenure, composition, and overcrowding conditions that may impact housing needs.
- **Housing Stock Characteristics.** This section will be an analysis of the condition of the existing housing stock as well as cost and affordability, including discussions on cost burden (overpayment).
- **Residential Building Permit Activity.** This section will discuss residential building permit trends for single-family and multi-family products, building code regulations, fees, and permit processing procedures. We will also analyze constraints on housing for persons with disabilities, as well as the city's current permitting procedures for emergency shelters, transitional and supportive housing, and single-room occupancy units.
- **Analysis of Special Housing Needs.** Rincon will update the analysis of housing needs for special needs populations, including senior households, persons with disabilities, large families, single-parent and female-headed households, extremely low-income households, and the homeless. In particular, the analysis of extremely low-income housing needs was identified as needing revision by HCD.
- **At-Risk Housing Unit Analysis.** This section will include an analysis of existing assisted housing developments that are eligible to change from low-income housing to market rate over the next ten years ("at-risk units"). This analysis will cover units that are deed restricted as low-income housing because they received public assistance or density bonus or inclusionary housing program requirements. HCD requested more information about each development at risk of conversion to market-rate housing, and an estimate of the cost to produce, replace, or preserve the units, and identification of entities or funding sources that may be able to assist in preservation.

## Deliverable

- Draft Housing Needs Assessment, and findings incorporated into other relevant sections (Housing Plan)

### Task 5.3 Revise Housing Resources and Site Inventory

Rincon will revise the Housing Resources section and the Site Inventory, consistent with state Housing Element law, HCD's Completeness Review Checklist, and HCD's two comment letters<sup>12</sup>. The scope of this task assumes that Rincon's efforts will largely be focused on supporting through data and additional supporting analysis the site inventory selection in the current Draft Housing Element prepared by the previous consultant. If the site inventory will require significant revision, including the identification of additional or replacement sites, the scope, budget and schedule will need to be reevaluated.

#### Adequate Sites Analysis

Rincon will prepare an updated adequate sites analysis, including:

- An Affirmatively Furthering Fair Housing analysis of the impact of locating sites in one area of the city, to demonstrate that the location of inventory sites furthers the goal of affirmatively furthering fair housing
- Evidence that nonvacant sites can accommodate the City's share of the RHNA
- A description of City regulations and programs that can facilitate development on small sites
- Revised infrastructure analysis to demonstrate that existing or planned infrastructure can accommodate all the development anticipated in the site inventory based on input and direction from City staff
- A thorough discussion of the environmental constraints present on the inventory sites and their impact on development based on readily available data from state and regional sources
- A revised analysis of the realistic capacity of sites to accommodate the development anticipated in the inventory, based on development trends, pipeline projects, or developer interest
- Analysis of the extent to which the inventory relies on sites zoned for mixed use

The Rincon team will work closely with staff and HCD to provide an expanded analysis of the sites inventory. This may include up to two site visits/surveys and discussions with developers and property owners conducted during stakeholder interviews (Task 2.5).

#### 5<sup>th</sup> Cycle Carryover

In its comment letters<sup>12</sup>, HCD determined that the existing draft housing element did not provide sufficient evidence that the 6<sup>th</sup> Cycle Housing Element accommodated its unmet need from the 5<sup>th</sup> Cycle Housing Element, in addition to its share of the 6<sup>th</sup> Cycle RHNA. Rincon will request and review information from the City to determine whether sites were appropriately zoned and available during the 5<sup>th</sup> Cycle Housing Element. If sufficient evidence is not available, additional sites will need to be identified to accommodate the unmet need.

The scope assumes the following:

- Rincon will not edit/clean up any parcel or base data

- Rincon will rely on SCAG data if City data is not available or adequate
- As described above, Rincon assumes we can rely on previously identified sites (in Draft 6<sup>th</sup> Cycle Housing Element)

### **Deliverable**

- Draft Site Inventory and Housing Resources section
- Additional programs for inclusion in the Housing Plan

### Task 5.4 Revise Housing Constraints Analysis

Rincon will revise the existing Housing Constraints analysis consistent with state Housing Element law, HCD's Completeness Review Checklist, and HCD's two comment letters<sup>12</sup>. This analysis must contain a review of factors that may potentially constrain the development of new housing and the improvement and preservation of existing housing in Huntington Park. New Housing Element laws also require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors.

Rincon will conduct additional analysis to address HCD's comments on the draft Housing Element and deficiencies in the existing analysis, including the following topics:

- Emergency shelters
- Farmworker housing
- Manufactured housing
- Fees and exactions
- Processing and permit procedures
- Design review process
- Requests to develop housing at densities below those anticipated
- Local Ordinances
- Reasonable accommodations

### **Deliverables**

- Draft Housing Constraints Analysis

### Task 5.5 Revise Assessment of Fair Housing

Rincon will revise the existing Assessment of Fair Housing consistent with state Housing Element law, HCD's Completeness Review Checklist, and HCD's two comment letters<sup>12</sup>. The Assessment of Fair Housing discusses new Housing Element law (Government Code Section 65583), which requires jurisdictions to examine barriers to fair housing and ensure housing programs are implemented in a manner to affirmatively further fair housing.

Rincon will revise the existing Housing Element draft to satisfy the requirements under State Housing Element law and respond to HCD's comments, including that the City incorporate more regional data into the analysis and put the local data and trends in context of the region. Rincon will follow the latest guidance from HCD on conducting AFFH analyses (*Affirmatively Furthering Fair Housing Guidance for All*

*Public Entities and For Housing Elements* published in April 2021). Rincon will use HCD's AFFH data viewer, and the latest data from the Southern California Association of Governments (SCAG), pre-certified by HCD in April 2021. The community engagement activities described in Task 2 will inform this analysis.

### **Deliverable**

- Draft Assessment of Fair Housing, and findings incorporated into other relevant sections (Housing Needs Assessment and Housing Constraints Analysis)

## Task 5.6 Revise Housing Plan

Rincon will revise the existing Housing Plan consistent with state Housing Element law, HCD's *Completeness Review Checklist*, and HCD's two comment letters<sup>12</sup>. Based upon the analyses and research conducted in the previous tasks, Rincon will revise existing goals, policies, and programs. HCD identified specific programs needing revision (Program 2, accessory dwelling unit monitoring; Program 6, Review of Governmental Constraints and the Zoning Ordinances; Program 7, Development and Processing Procedures; and Program 9, lot consolidation). Rincon will draft additional programs as needed to address the findings in the tasks described above (Housing Needs Assessment, Housing Constraints analysis, Housing Resources and Site Inventory, and Assessment of Fair Housing). For each program, we will establish the timeframe for implementation, specific quantified objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

### **Deliverable**

- Draft Housing Plan (revised and new goals, policies, and programs)

## Task 5.7 Administrative Draft Housing Element

Rincon will prepare an updated Administrative Draft Housing Element based on analysis, research, and comments/discussions from the previous tasks. Our timeline and budget assume one round of review by City staff. We will incorporate staff comments (based on one set of consolidated comments) to formulate the Public Review Draft to be reviewed by the public prior to submitting to HCD for review. Draft Housing Elements are to have a public review period of 30 days. After the public review period and once comments have been addressed, the draft is then submitted to HCD. We will work with City staff to compile a list of stakeholders and agencies/organizations to receive notification of the availability of the Draft Housing Element.

### **Deliverable**

- Administrative Draft of the Housing Element (word)
- Public Review Draft of the Housing Element (word and PDF)
- Final Draft Housing Element for HCD Review, including response to public comments (word and PDF)
- All background and base data, including any GIS maps and digital data files

## Task 5.8 HCD Review

HCD review of the Draft Housing Element is mandatory. HCD has an initial review period of 90 days of submitted Draft Housing Elements. During the review, Rincon will work collaboratively with the City to address HCD comments regarding the Draft Housing Element and will communicate with HCD and facilitate review of the revisions. All revisions made to the Draft Housing Element will be shown as tracked changes. One As part of the project kick-off one meeting is to be conducted with HCD to review the submitted draft Housing Element and comment letters<sup>12</sup>.

### **Deliverables**

- Revised HCD Review Draft of the Housing Element Update (word and PDF)

## Task 5.9 Adoption and Certification of Housing Element

The revised HCD Review Draft of the Housing Element Update will be prepared for Planning Commission and City Council review and adoption. City staff will prepare staff reports and presentations and will facilitate Planning Commission and City Council review of the Housing Element.

After adoption, the Housing Element must be submitted to HCD for its final review for certification. HCD has a 60 day review period of adopted Housing Elements. HCD does require a hard copy to be submitted via U.S. Mail when submitting the final Housing Element for certification. City staff will submit the adopted Housing Element to HCD for certification. HCD frequently requires multiple rounds of post-adoption review. This task assumes Rincon will assist up to 46 hours for responding to HCD comments. This assumes comments do not require extensive new analysis and do not raise significant new issues from previous rounds of review.

### **Deliverables**

- Final Adopted Housing Element Update (electronic delivery)
- All background and base data, including any GIS maps and digital data files
- One hard copy Housing Element for transmittal to HCD

## Task 6 Housing Re-Zoning Amendments [New]

### Task 6.1 Rezoning

Following preparation of the Administrative Draft Housing Element, Rincon will prepare a list of municipal code sections that will need to be amended to maintain consistency with updated Housing Element programs and identified General Plan amendments. This will include identifying programs and corresponding municipal code amendments that should be addressed to meet the require rezoning or upzoning to accommodate the City's RHNA allocation.

#### **Deliverable**

- List of Impacted Code Sections

## Task 6.2 Draft Ordinance

The Rincon team will prepare draft ordinance language to reflect the required updates to the Huntington Park Municipal Code. This task has been estimated based on reasonable assumptions and includes an allowance for draft ordinance revisions. In addition, these revisions are anticipated to be limited those identified in Task 6.1 and addressed in the Housing Element programs.

This task assumes Rincon will prepare an Administrative Draft for staff review. Staff will be expected to provide their comments on the draft in Microsoft Word's "track changes" and provide a single set of consolidated comments. Rincon will then deliver the revised Draft Ordinance language to the City.

### **Deliverable**

- Administrative Draft Zoning Ordinance (electronic delivery)
- Draft Zoning Ordinance (electronic delivery)

## Task 6.3 Final Zoning Ordinance Amendments

Rincon will revise the contents of the Administrative Draft sections based on staff discussion and input and will prepare the Final Draft Zoning Ordinance to be provided to the City for review by the Planning Commission and the community and approval by the City Council.

### **Deliverable**

- Final Zoning Ordinance (one digital version in both Microsoft Word and Adobe PDF)

## Task 7 General Plan Consistency and Other Updates [New]

### Task 7.1 General Plan Consistency

Rincon will review the General Plan Land Use Element for consistency with the updated Housing Element and new Safety and Environmental Justice elements. We will prepare a General Plan Amendments Recommendations Memorandum detailing the findings of our analysis and provide recommendations for amendments to the Land Use Element for consistency with updated 2012-2029 Housing Element, Environmental Justice Element and Safety Element.

### **Deliverable**

- General Plan Amendments Recommendations Memorandum (electronic copy)

### Task 7.2 Land Use Element Amendment

Upon approval of the General Plan Amendments Recommendations Memorandum, we will prepare an Administrative Draft Land Use Element. Based on the General Plan Amendments Recommendations Memorandum (Task 7.1), we will prepare revisions to existing goals, policies, and actions, as appropriate and propose new goals, policies, and actions, as appropriate. Rincon will also prepare land use map amendments as required to implement the policies and programs set forth in the Housing Element Update and as necessitated by the new Environmental Justice Element and Safety Element. This task

assumes that the City will provide GIS based land use layers. This task does not include wholesale clean up or edits to the land use layer.

Rincon anticipates up to two (2) rounds of review of the Land Use Element amendments. Each draft will be submitted electronically (Word) only and we will respond to compiled, tracked changes from the City. The final version of the Land Use Element will be provided as digital files (Word and PDF, and no hard copies have been assumed.

### **Deliverables**

- Administrative Draft Land Use Element, including updated maps and tables
- Draft Land Use Element, including updated maps and tables

## **Task 8 Environmental Impact Report [New]**

The scope of this task assumes that a new program EIR will be prepared to address environmental impacts resulting from the updates to the Land Use, Safety, Environmental Justice, and Housing Elements, as described in Tasks 1, 3, 4, 5, and 7, as the most efficient approach to complying with CEQA. Specifically, it's reasonable to assume that potentially significant impacts related to implementation and updates of the city's Housing, Safety, and Environmental Justice elements could occur. This is due mainly to the anticipated increase in residents beyond current forecasts and changes to the municipal code that are needed to address the development of new residential zones and any re-zoning and/or upzoning that is required to accommodate the City's RHNA allocation.

To expedite the processing of the EIR, the proposed schedule relies on no significant changes to the draft Housing Element as the preparation of the EIR coincides with public review of the draft Housing Element.

### **Task 8.1 Prepare Project Description and Alternatives**

During this task, Rincon will collect any relevant studies and information not already transmitted that may have been missed earlier in the process. Rincon will prepare a preliminary Project Description after confirming City-provided data mapping the opportunity sites to be rezoned and the potential residential density of those sites (dwelling units per acre). Rincon will also include a discussion of municipal code sections that will be amended to maintain consistency with the updated element programs.

As required by CEQA, the EIR will consider alternatives to the proposed project. These will likely include additional scenarios that are oriented around addressing identified significant impacts of the proposed project. Rincon will work with City staff to develop two alternatives to the project, in addition to the No Project alternative, based on both the project's objectives and CEQA's requirements to reduce or avoid environmental impacts. As needed, an alternatives matrix will be developed to provide an easy way to compare each of the alternatives to one another and the project for each impact area, as needed. Once Rincon delivers the draft Project Description and Alternatives to the City, it is assumed that the City will review and provide one (1) set of consolidated comments or edits back to Rincon. Rincon will provide an updated copy of the Draft Project Description and Draft Alternatives back to the City.

### **Deliverables**

- One (1) electronic copy of the Draft Project Description in Word format

- One (1) electronic copy of potential Alternatives in Microsoft Word format

### Task 8.2 Prepare Notice of Preparation

After incorporating City review comments on the preliminary Project Description, Rincon will draft a Notice of Preparation (NOP) in consultation with staff. The NOP will include a brief description of the scope of the project, a map of the City's planning area based on City-provided data regarding the relevant sites, and instructions for submitting comments, as well as other CEQA-required information. Rincon will submit a final PDF copy of the NOP to City staff for posting on its website and for distribution to public agencies. The City will distribute the NOP using the City's NOP distribution list. Rincon will review and make suggestions regarding the list. Rincon will upload the NOP to the State Clearinghouse/Office of Planning and Research using their online platform (no printed copies are currently needed for this filing) and will file the NOP with the County Clerk. It is expected that the City will review the draft version of the Notice of Preparation and provide written comments back to Rincon in one (1) round of review. Rincon will then prepare the final version of the Notice of Preparation and provide a final electronic version back to the City.

#### **Deliverables**

- One (1) electronic copy of the Draft Notice of Preparation in Microsoft Word format
- One (1) electronic copy of Final Notice of Preparation in both PDF and Microsoft Word format

### Task 8.3 Conduct Scoping Meeting

During the 30-day public review period for the NOP, Rincon and City staff will conduct a Public Scoping Meeting to introduce the CEQA process and timeline, and to obtain input on the EIR scope. Rincon will summarize the comments into general themes to be addressed in the EIR. This scope assumes no transcript of verbatim comments will be provided.

#### **Deliverables**

- One (1) set of scoping meeting materials
- One (1) set of electronic consolidated scoping meeting comments in Microsoft Word Format

### Task 8.4 Administrative Draft Program Environmental Impact Report

Rincon will prepare an Administrative Draft Program EIR in compliance with CEQA requirements, comments on the NOP, and information from other relevant documents completed by the City in recent years. Each topical section in the environmental analysis will be introduced with a brief statement of its context in the EIR.

The setting for each topical section will describe existing conditions relevant to the topic and provide the groundwork for impact analysis. Rincon will clearly state the thresholds used to determine the significance of project impacts and will include thresholds in the CEQA Guidelines, Appendix G, City guidelines (as applicable), and existing regulatory standards, where applicable. For each potentially significant impact identified in the ADEIR, Rincon will identify feasible mitigation measures to avoid or reduce identified impacts.

To prepare an EIR that meets the needs of the City and complies with CEQA, the EIR will include the following sections:

1. Executive Summary. This section will provide a summary of the entire EIR, including a summary of impacts and mitigation measures in matrix format.
2. Introduction and Environmental Setting. The introduction will describe the purpose of the EIR, the scope of issues to be addressed, and present the organization of the report. This section will include a discussion of areas where the project was found to have no impacts.
3. Project Description. The project description will contain the City's objectives for the project; a summary of goals, policies, programs, and development regulations; and graphical depiction of the proposed housing sites.
4. Analysis, Impacts, and Mitigation Measures. Analysis of impacts will include four main components:
  - 4.1. Setting: description of current conditions with respect to the issue in question, including the existing regulatory environment.
  - 4.2. Impact analysis: discussion of potentially significant effects of the proposed project; impacts are typically compared to established "thresholds of significance."
  - 4.3. Programmatic mitigation measures: methods by which significant effects can be reduced or eliminated.
  - 4.4. Level of significance after mitigation: discussion of whether proposed mitigation measures would reduce impacts to less than significant.
5. Alternatives. Using the Alternatives considered under Task 1 above, the EIR will consider up to three alternatives to the proposed project, including the "no project" alternative. The alternatives analysis will be less detailed than the project analysis but will identify the magnitude of each impact and associated mitigation requirements.
6. Other CEQA Sections. The EIR will provide, in addition to the sections discussed above, all other required CEQA sections, including areas of known controversy, growth inducement effects, and significant unavoidable impacts.

The EIR will address all issue topics listed in CEQA Guidelines Appendix G. The analysis will consider both the broad citywide impacts of the updates to individual elements, to the degree feasible, and the site-specific impacts at individual rezone sites, if any. In this way, the EIR would serve as first-tier environmental document that will streamline the environmental reviews of future developments that are consistent with the Housing, Safety, and Environmental Justice Elements. As appropriate, the EIR would include prescriptive mitigation indicating specific requirements for future developments.

The EIR would also include specific technical analysis, as it relates to Traffic, Cultural Resources, Tribal Cultural Resources, and Air Quality and Greenhouse Gas Emissions. These issue areas will be fully vetted and prepared, as discussed below:

**Cultural Resources:** Rincon will prepare a programmatic cultural resources analysis to address potential impacts to archaeological and historic built environment resources. The cultural resources analysis will review historic resources and archaeological resources within the potential housing locations and the potential impacts to those resources as a result of the project. The analysis and subsequent EIR section will include research on the prehistory and history of Huntington Park, as well as a review of historic maps, aerial photographs and data included in the Built Environment Resources Directory. Each of the opportunity sites will be reviewed at the desktop level to determine if they contain known or potential resources; no cultural resources will be formally recorded or evaluated. The programmatic analysis will be completed with enough detail to support the cultural resources section of the EIR and to address potential impacts to cultural resources within the study areas. Rincon assumes that no fieldwork or project level analyses will be required.

**Tribal Cultural Resources:** Rincon will contact the Native American Heritage Commission (NAHC) to request an updated Sacred Lands File (SLF) search. The SLF search will indicate whether recorded Sacred Lands are present within the project area. The NAHC will also provide a list of Native American contacts for the project, which will be provided to the City. Due to COVID restrictions, SLF requests may take approximately 8 to 10 weeks to receive. Rincon will also conduct a review of regional ethnographic information for the proposed opportunity site as part of the analysis.

**Assembly Bill 52 and Senate Bill 18 Letter Assistance:** Under AB 52 (California Government Code Section 21080.3.1 (a)) and SB 18 (California Government Code Section 65352.3 and 65352.4), City of Huntington Park (City), as the CEQA lead agency, is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the project site, prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Rincon will request an AB 52 and SB 18 consultation list from the Native American Heritage Commission (NAHC) and will assist the City with consultation under AB 52 and SB 18 by providing the City with letter templates, checklists, and detailed instructions to help ensure meaningful consultation with interested Native American groups. (Due to COVID restrictions NAHC list requests may take approximately 8 to 10 weeks to receive.) After receipt of letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52 and 90 days under SB 18; the 30 days wait period for AB 52 is subsumed in the wait period for SB 18. This task does not include meetings, outreach, consultation or mailing letters to Tribal governments. Rincon assumes the City will officially contact all applicable Tribes.

#### Transportation:

The draft transportation impact analysis including all assumptions, analysis procedures, findings, graphics, impacts and recommendations will be provided to the City for review prior to the administrative draft EIR. After City review, the final transportation impact analysis will be included as an appendix to the EIR.

#### Biological Resources:

A Rincon biologist will review the project and County-supplied data (e.g., Excel spreadsheets, GIS data layers) to understand potential biological resource constraints. The biologist will review biological resource data including, but not limited to, a query of relevant databases such as California Natural Diversity Database (CNDDB), California Native Plant Society (CNPS) Inventory of Rare and Endangered

Plants, U.S. Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC), and any relevant local plans and ordinances, for information pertaining to biological resources occurring in the affected study areas. Aerial imagery will also be reviewed. The review will focus primarily on potential impacts within the study area to sensitive habitats, special-status plant and animal species, wildlife movement, jurisdictional features, nesting birds, and roosting bats. The review will also focus on consistency with other local plans and ordinances regarding biological resources. Considering the urban nature and extent of the study area, field surveys are not proposed.

#### Air Quality and Greenhouse Gas Emissions:

This section will be prepared in accordance with South Coast Air Quality Management District (SCAQMD) Guidelines. Both temporary construction effects and long-term regional effects will be estimated using the California Emissions Estimator Model (CalEEMod) and compared to SCAQMD regional and localized significance thresholds. It will compare growth potential under the rezoning to growth forecasts contained in SCAQMD air quality plans to determine consistency with local air quality planning. Modeling data will be included as an appendix to the EIR.

**Greenhouse Gas Emissions.** This analysis will consider the project's potential contribution to cumulative impacts related to greenhouse gas (GHG) emissions and climate change. An overview of the current regulatory framework regarding GHG emissions and climate change as well as adopted amendments to the CEQA Guidelines, will be described. Rincon will work with the City to determine the appropriate significance threshold for the project and will identify mitigation if the project is inconsistent with the thresholds.

Rincon's project manager will discuss approaches to the impact analysis for the EIR with City staff, including issues raised by Responsible and Trustee agencies. The approach will be consistent with the assumptions and methodologies used in recent EIRs in the City to the extent warranted. In general, the impact analysis will focus on the environmental issues and resource concerns present in the City and likely to be affected or impacted by the project. Some issue areas, such as agricultural and mineral resources, may not require a detailed analysis relative to other issues because they do not occur in the City or would be unaffected by the proposed project.

Rincon will incorporate City staff input into the Administrative Draft Program EIR. This scope of work assumes that City staff will conduct one (1) round of review of the Administrative Draft Program EIR and provide one (1) consolidated, non-contradictory comments and edits. Rincon will incorporate appropriate revisions and meet with the City if needed to discuss comments. Thereafter, Rincon will prepare a clean copy of the Screencheck Draft Program EIR. Rincon will provide the Screencheck version in digital format and one paper copy if requested.

#### Deliverables

- One (1) electronic copy of the Draft Environmental Impact Report in Microsoft Word format and PDF format

#### Task 8.5 Prepare Public Draft Program Environmental Impact Report

Rincon will prepare and distribute the required copies of the Draft Program EIR to the State Clearinghouse, including all required accompanying forms, such as the Notice of Completion. Rincon will

also file the Notice of Availability (NOA) of the Draft EIR with the Los Angeles County Clerk. It is assumed that City staff will distribute the NOA of the Draft EIR to responsible agencies, trustee agencies, and interested organizations, and persons. It is also assumed that the City will be responsible for required newspaper ads and other public noticing of the document's availability, such as radius label mailing or onsite posting. However, Rincon can assist with these tasks as needed at an additional cost. As required by State law, the Draft Program EIR will be circulated for public review for a minimum of 45 days. Rincon will provide City staff with five (5) paper copies and one (1) electronic copy of the Draft EIR suitable for posting City's website to facilitate public access. Comments received during the public review period will be compiled for later responses.

#### **Deliverables**

- One (1) electronic copy of Notice of Availability
- Five (5) hard copies of the Draft Environmental Impact Report
- One (1) electronic copy of the Draft Environmental Impact Report in Microsoft Word Format and PDF

#### **Task 8.6 Prepare Response to Comments**

Rincon will prepare a response to comments document after the review period has closed and all comments submitted during that period have been received. Comments will be numbered and responded to as required by the CEQA guidelines. It is assumed that no new analyses will be required. If the volume or complexity of public comments exceeds the time allotted in the budget, Rincon will prepare a proposal to add services. For this scope, it is assumed that the City will provide one (1) round of review of the Response to Comments document for eventual incorporation into the Final Environmental Impact Report.

#### **Deliverables**

- One (1) electronic copy of draft Responses to Comments in Microsoft Word format

#### **Task 8.7 Prepare Final Program Environmental Impact Report, Findings and Mitigation Monitoring and Reporting Program**

The Final EIR will include corrections to the Draft EIR, responses to comments, and the Mitigation Monitoring and Reporting Program (MMRP). Rincon will prepare a Screencheck Final EIR incorporating, where appropriate, edits/errata to the Draft EIR based on the response to comments, as well as edits to the Mitigation Monitoring and Reporting Program for City staff review and confirmation followed by a Final EIR after incorporating one (1) round of comments from City staff. Rincon will provide a draft Findings of Fact and Statement of Overriding Considerations (if needed) for the City's use. Rincon will provide print and digital copies of the Final EIR, as mentioned below.

A MMRP consisting of a separate list of all identified mitigation measures, will also be developed. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

1. Persons/agencies responsible for monitoring compliance with each condition

2. Timing when monitoring must occur
3. Frequency of monitoring
4. Criteria to be used to determine compliance with conditions

Following certification of the EIR, Rincon will make any required modifications. Rincon will then provide the City with clean copies of the final approved documents as indicated below. Within one (1) day of Final EIR certification and project approval, Rincon will submit the Notice of Determination to City staff for delivery to the County Clerk and/or State Clearinghouse.

### **Deliverables**

- One (1) electronic copy of the Final Environmental Impact Report in Microsoft Word format and PDF format
- Five (5) hard copies of the Final Environmental Impact Report
- One (1) electronic copy of Notice of Determination for delivery to County Clerk and/or State Clearinghouse in Microsoft Word format and PDF format

### **Task 9 Public Hearings**

We have budgeted for participation in two public hearings on the project. Rincon team anticipates participation in one Planning Commission hearing and one City Council hearing, although this could change dependent upon the City needs. For the public hearings, we will be present to discuss the Housing Element, Environmental Justice, Safety Element and CEQA review findings and recommendations. Additional public hearings will be billed on a time and materials basis, per Rincon's billing rates in effect at the time the service is provided.

### **Cost Estimate**

Rincon will complete the work program described herein for a cost not to exceed \$593,727.25.

The rates shown are for budgetary purposes. Actual rates may vary slightly depending on staff availability, but overall costs will not exceed the total shown herein. Any additional tasks not identified herein will be completed only upon authorization and in accordance with the rates shown in the table below. The below estimated cost also indicates an estimated contingency of 20%.

Amendment #1 Estimated Cost Table

Task Number and Name	Estimated Cost
Task 1: SB 1000 Compliance	\$21,631
Task 2: Community Engagement*	\$95,885.25
Task 3: Project Management	\$71,768

Task 4: Safety Element Update	\$71,063
Task 5: Housing Element	\$108,728
Task 6: Zoning Ordinance Amendments	\$38,242
Task 7: General Plan Consistency	\$17,150
Task 8: Environmental Impact Report	\$159,286
Task 9: Public Hearings	\$6,848
Reimbursable Expenses	\$3,126
Total:	\$593,727.25
Contingency (20%)	\$118,745.4
Total with Contingency:	\$712,472.65

*\*Optional Online Engagement Cost of \$12,286 included*

## Schedule

The proposed project schedule is attached on the following pages. The proposed schedule has an anticipated start date of May 2, 2022, and to be completed in Fall of 2023.

We appreciate the opportunity to assist the City of Huntington Park. This proposal is fully negotiable to meet the City's needs for this assignment. If you have any questions about this proposal, please do not hesitate to contact me.

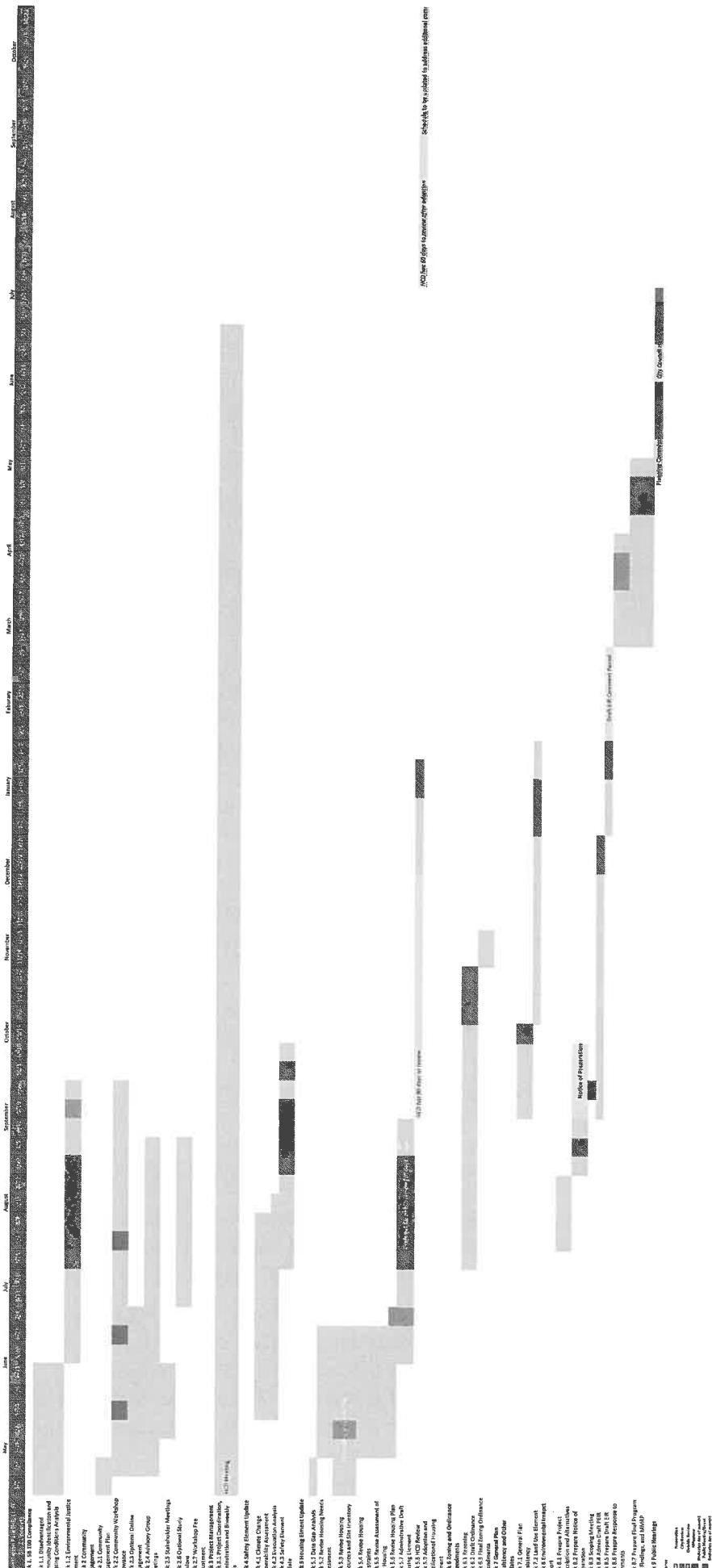
Sincerely,  
**Rincon Consultants, Inc.**



Erick H. Serrano  
Senior Planner  
831-296-4907  
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Kimiko Lizardi  
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February 25, 2022

Project No: 21-11410

Steve Forster  
Directory of Community Development  
Community Development Department  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, California 90255  
*Via Email: [SForster@h pca.gov](mailto:SForster@h pca.gov)*

**Subject: Draft 6<sup>th</sup> Cycle Housing Element Assessment Memorandum**

Dear Mr. Forster:

The City of Huntington Park requested that Rincon Consultants, Inc., provide an assessment of the City's 6<sup>th</sup> Cycle Draft Housing Element and the steps needed to obtain certification from the California Department of Housing and Community Development (HCD). This memorandum will outline Rincon's assessment of the steps necessary to address comments on the Housing Element from HCD, revisions or additional steps needed to respond to the memoranda of understanding (MOU) with Communities for a Better Environment (CBE) and HCD, and the draft settlement agreement with CBE, as well as realistic timeframes and steps needed to complete the recommended analysis and any additional work needed. The guidance provided in this memorandum is based upon Rincon's experience and expertise, taking into account a reasonably, likely course of action. Unforeseen or unusual circumstances that may occur could alter the suggested course of action and require additional steps for certification. This memorandum is not intended to constitute legal advice. It is recommended that you consult your attorney regarding any legal questions specific to this assessment.

## Assessment of 6<sup>th</sup> Cycle Draft Housing Element

After review of the 6<sup>th</sup> Cycle Draft Housing Element and HCD's comment letters, there are several areas that require significant revisions.

### Affirmatively Furthering Fair Housing (AFFH) Analysis

Rincon recommends revisions to the AFFH analysis to incorporate more regional data and put the local data and trends in context of the region. The November 2021 Housing Element includes figures that show regional data, but the analysis does not provide a regional context for the City's data.

Full guidance on conducting AFFH analyses from HCD (Affirmatively Furthering Fair Housing Guidance for All Public Entities and For Housing Elements) was not published until April 2021. Revising the analysis following this guidance is recommended. HCD also produced an AFFH data viewer that contains much of the data needed to contextualize the local data. The Southern California Association of Governments (SCAG) released updated data pre-certified by HCD in April 2021, which may provide new data points to add to the analysis.



It will be necessary to develop new programs based on the revised analysis to address findings. Specific program focus areas will depend on the revised analysis, but HCD's recommendation is that programs include:

- Enhancing mobility strategies and promoting inclusion for protected classes
- Encouraging development of new affordable housing in high-resource areas
- Implementing place-based strategies to encourage community revitalization, including preservation of existing affordable housing
- Protecting existing residents from displacement

Compliance with existing state law should be addressed, but as HCD commented, programs must go beyond simply complying with state law. Where the analysis establishes needs and trends unique to the city, programs should be tailored to address those. For example, programs that focus on fair housing enforcement commit cities to actions that are already required by law. By contrast, in cities where affordable housing is concentrated in low-resource areas, programs to increase investment in those areas or locate affordable housing in high-resource areas would go beyond the minimum required by state law. These programs aim to create more equal access to opportunity and replace segregated living patterns with truly integrated and balanced living patterns.

### **Alignment with CBE MOU & Draft Settlement Agreement**

The CBE MOU (paragraph F) and the draft settlement agreement (paragraphs B8, B9, and C) stipulate the addition of programs to respond to affirmatively furthering fair housing issues (including focus areas such as displacement prevention, replacement of affordable units, facilitation of community land trusts, rent control, targeted investment near lower-income sites, and staff training). While these program areas may respond to the findings of the revised AFFH analysis, specific programs must be informed by the actual findings in the analysis and be tied to specific goals and policies. Recommending specific programs may be premature until the analysis is complete.

### **Housing Needs Assessment**

The element should be revised to include an analysis of the needs of extremely low-income households. HCD's first comment letter suggested tenure, cost burden, and overcrowding as examples of data the City should gather and metrics to analyze. New sources of data may include additional community outreach (focus groups, surveys), and existing demographic data from the census or SCAG that may have been available at the time the Housing Element was drafted can be analyzed more fully. Revisions to existing programs in the Draft Housing Element that assist in the development of housing affordable to extremely low-income households are recommended to address HCD's comments, but new programs may be also required to respond to the additional analysis. Programs that address the housing needs of extremely low-income households may include allowing and incentivizing alternative housing types (small units, group homes, residential care facilities, boardinghouses), easing regulations on reuse of existing structures, and lowering fees for small units.

## Site Inventory

### AFFH

There is significant overlap between HCD's comments on the AFFH and the site inventory analysis. The two analyses are closely linked—the location of inventory sites must further the goal of affirmatively furthering fair housing. As all the City's proposed sites are within the Downtown Specific Plan (DTSP) area, the site inventory analysis must address "whether the identified sites serve the purpose of replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity,"<sup>1</sup> and therefore the fair housing impact of all sites being located in that area must be analyzed.

### Adequacy of Sites

HCD's Site Inventory Guidebook (published June 10, 2021) contains guidance on determining suitability and availability ("adequacy") of sites for inclusion in the inventory. HCD's comments focus on the following areas of analysis:

#### *Nonvacant Sites*

The analysis should be revised to describe existing uses on nonvacant sites in detail, showing the potential for redevelopment or "recycling" of those sites. It should describe a methodology used to include nonvacant sites in the inventory, beyond age and condition of structures. That analysis will need to consider development trends, applications for redevelopment of nonvacant sites, developer or owner interest in redevelopment of the nonvacant sites in the 6<sup>th</sup> cycle inventory, and other factors as described by HCD. City permitting data can provide metrics on development of nonvacant sites, and stakeholder interviews with developers should be conducted to identify constraints to developing nonvacant sites and interest in specific sites.

#### *Small Sites*

The inventory should be analyzed to limit those sites proposed to be considered for consolidation to three parcels. Where lot consolidation is relied on to facilitate small-lot development, the element should be revised to describe more fully how the City facilitates small-lot consolidation or development on small sites. The element should show successful examples of lot consolidation or small-site development. A program may need to be designed to address consolidation of or development on small sites. This might include alternative development standards or streamlined review.

#### *Infrastructure*

The inventory analysis should be revised to more clearly state whether existing utilities and other infrastructure are sufficient. HCD's Building Blocks guidance states that "the housing element must include sufficient detail to determine whether the service levels of water delivery/treatment systems and sewer treatment facilities are sufficient and have the capacity to accommodate development on all

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<sup>1</sup> California Department of Housing and Community Development, Affirmatively Furthering Fair Housing Guidance for All Public Entities and For Housing Elements, April 2021; [https://www.hcd.ca.gov/community-development/affh/docs/affh\\_document\\_final\\_4-27-2021.pdf](https://www.hcd.ca.gov/community-development/affh/docs/affh_document_final_4-27-2021.pdf)

identified sites in order to accommodate the RHNA.”<sup>2</sup> The Housing Element indicates that supply of water, sewer, and dry utilities in at least a portion of the City’s DTSP area is insufficient, and that resources would need to be diverted from other areas to provide sufficient supply. A program to prioritize supply for lower-income development is included, but this is not sufficient to show that existing or planned infrastructure will be sufficient to serve the City’s share of the RHNA.

The assumptions in the 2008 DTSP and associated CEQA analysis should be reviewed with current information and updated if necessary. The City may need to obtain updated water supply and sewer capacity figures from City departments or County agencies.

#### *Environmental Constraints*

As explained in HCD’s January comment letter, and in HCD’s Building Blocks, the Housing Element must describe and analyze the suitability of sites with a general description of any known environmental issues that have the potential to impact the development viability of the identified sites and must demonstrate that these features will not preclude development. Deferring that analysis to future CEQA review does not respond to question of environmental constraints’ impact on the likelihood of development (the sites’ suitability).

The element should be revised to fully describe the environmental constraints present on inventory sites and explain how those constraints do not preclude development. Policies or programs may be required to avoid or minimize environmental impacts resulting from development on those sites.

#### **5<sup>th</sup> Cycle Carryover**

The inventory analysis did not provide sufficient evidence that the City is not obligated to accommodate its unmet need from the 5<sup>th</sup> Cycle. The analysis should be revised to:

1. Provide evidence that sites were appropriately zoned and available for housing development from the beginning of the 5<sup>th</sup> cycle, or
2. Identify sites to address the unaccommodated need.

If 5<sup>th</sup> cycle sites are included in the 6<sup>th</sup> cycle inventory, the City would need to include a program to, within one year of the planning period, rezone those sites to “allow residential use by right for housing developments in which at least 20 percent of the units are affordable to lower income households” (Gov. Code 65583.2(c)).

#### **Realistic Capacity**

HCD’s Site Inventory Guidebook (published June 10, 2021) contains guidance on the analysis required to determine the realistic capacity of sites and therefore the number of units they can be assumed to accommodate.

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<sup>2</sup> California Department of Housing and Community Development, Building Blocks: Analysis of Sites and Zoning, <https://www.hcd.ca.gov/community-development/building-blocks/site-inventory-analysis/analysis-of-sites-and-zoning.shtml>

The analysis should be revised to provide evidence that the assumptions of realistic capacity are grounded in reality—that evidence can be development trends in the city or in neighboring cities, applications for development of similar projects and parcels, and expressed developer interest.

The City will need to include a program to monitor development throughout the planning period to ensure that those assumptions are borne out by the actual development taking place on those sites, and if not, adjust development standards and/or rezone sites to accommodate the remaining need throughout the planning period.

There are additional considerations if more than 50 percent of the City's lower-income sites are zoned for mixed use. Those sites must allow 100 percent residential development and a minimum amount of residential area must be required. Further analysis of the City's site inventory is required to determine whether a program to meet that requirement is necessary.

### Alignment with CBE MOU & Draft Settlement Agreement

Further analysis is required to show the adequacy of sites in the City's inventory. Once that analysis is complete, a program to rezone sites as stipulated in paragraph B3 of the draft settlement agreement may be necessary. Regardless of the results of the analysis, a program to rezone sites as needed to maintain capacity throughout the planning period will be recommended.

Further analysis is also required to determine and/or demonstrate that adequate sites were available in the 5<sup>th</sup> Cycle Housing Element. There is considerable overlap between the MOU (paragraph D) and the draft settlement agreement (paragraph B.2), and HCD's findings regarding the 5<sup>th</sup> Cycle carryover. Analysis to satisfy HCD's requirements and housing element law will address the MOU and settlement agreement as well.

### Potential Governmental and Non-Governmental Constraints / Zoning for a Variety of Housing Types

The element should be revised to fully analyze the impact on development of the City's zoning code, fees, and processing and permitting procedures:

- *Emergency Shelters:* Emergency shelters are allowed in the City's MPD zone, but the analysis of the MPD zone's ability to accommodate the City's emergency shelter need should be revised to describe the potential redevelopment opportunities and access to amenities of land zoned MPD. The City's development standards should be reviewed for compliance with Government Code 65583(a)(4), and the City should conduct outreach to developers, property owners, and service providers to evaluate whether the permitting process, permit requirements, and development standards unduly constrains the development of emergency shelters. If a constraint is found, a program should be developed to modify standards accordingly.
- *Farmworker Housing:* The element should include an analysis of the City's zoning code for compliance with state law (the Employee Housing Act), and a program to amend the code accordingly if it is found to be inadequate.
- *Manufactured Housing:* The element should include an analysis of the City's zoning code demonstrating that the requirement for a development permit for manufactured housing is not a constraint to its use. If that requirement is found to be a constraint, a program should be included to amend the code accordingly if it is found to be inadequate.

- *Fees and Exactions:* The element should be revised to include a full analysis of the City's fees and their impact on development. If impact fees or permit fees are determined to be a constraint to development, programs should be developed to address the constraint.
- *Processing and Permit Procedures:* The element should be revised to evaluate whether the City's processing and permit procedures present a constraint to development, regardless of the purpose of those requirements. Additional data should be gathered on permitting, but the City should also conduct outreach to affordable and market-rate developers. Depending on the outcome of the analysis, programs should be developed to address any identified constraints.
- *Design Review:* The analysis of the City's design review process should be revised to examine permitting data, and conduct outreach to developers to assess the impact the process has on development. If it cannot be demonstrated that the design review process is not a constraint, programs should be developed that address identified constraints.
- *Requests to Develop Housing at Densities Below Those Anticipated:* The element must analyze requests to develop inventory sites at densities below what is anticipated in the inventory. The City should gather data on recent projects' actual density in comparison to allowed density. This information may also inform the realistic capacity analysis (A3), discussed above. If the realistic capacity of the inventory sites is determined to be lower than the original estimate, additional sites may need to be identified to accommodate the City's share of the RHNA. If, throughout the planning period, sites are developed at densities lower than the expectations established by the site inventory, under the "no net loss" law, the City will need to rezone sites to ensure capacity remains to accommodate its share of the RHNA. The revised element should include a program to monitor inventory sites and rezone sites as needed.
- *Local Ordinances:* The element should be revised to include an analysis of local ordinances as specified in HCD's October 2021 comments. Depending on the results of the analysis, programs should be developed to address adopted ordinances constraints on developing housing for persons with disabilities, supportive housing, transitional housing, and emergency shelters.
- *Reasonable Accommodation:* HCD's January 2022 comment concludes that the City's reasonable accommodation application procedure is a constraint to housing for persons with disabilities and must be revised. This should be remedied through a program committing to revising these procedures.

## Special Housing Needs

HCD's October 2021 comment stated, "for a complete analysis of each population group, the element should discuss challenges faced by the population, the existing resources to meet those needs (availability senior housing units, # of large units, # of deed restricted units, etc.), an assessment of any gaps in resources, and proposed policies, programs, and funding to help address those gaps."

The City will need to collect more data and conduct outreach to service providers and representatives of special needs populations to analyze the housing needs of the City's special needs populations. Programs and policies should be designed to address findings of the analysis.

## Alignment with CBE MOU & Draft Settlement Agreement

The MOU (Paragraph E) and the draft settlement agreement (paragraphs B8 and B9) outline several programs to facilitate the production of affordable housing and housing for people with disabilities. Many of these programs go beyond HCD's explicit requirements, although the analysis necessary to fulfill those requirements may find that the programs in the MOU are necessary to remove identified constraints.

Paragraph C of the MOU demands several changes to the standards for supportive and transitional housing to comply with state law and remove barriers to development. HCD's comments on local ordinances generally also requires this analysis to be done. Further analysis of the City's code is required to determine compliance with state law, but removal of constraints to developing this type of housing is required to comply with Housing Element law.

## Preservation of Affordable Housing

The analysis of at-risk units should be revised and expanded. The Draft Housing Element relies heavily on nonprofit ownership to establish a low risk of conversion, which does not satisfy the Housing Element requirements. The analysis should include facts about each development that is at risk of conversion to market-rate housing during the planning period, as well as an estimate of the cost to produce, replace, and preserve the units, and identification of resources (agencies and funding) that may be able to play a role in the preservation of those units. Programs should be designed to preserve affordable units and minimize the impact to residents if preservation is not achieved.

## Housing Programs

Program 6 (Review of Governmental Constraints and the Zoning Ordinances) and 7 (Development and Processing Procedures) of the Draft Housing Element are identified by HCD as insufficient. Programs should include specific actions the City commits to take, timelines for implementation, and responsible agencies. Other programs that require modification include Program 2 (accessory dwelling unit monitoring), and Program 9 (lot consolidation).

It is recommended that, once revised analyses are complete and new or revised programs are identified, all programs be reviewed to ensure they are specific, contain concrete actions, timeframes, measurable outcomes, and responsible agencies.

## Public Outreach

Additional public outreach will be required to complete the analyses described above. The City should, in accordance with Housing Element Law, make a diligent effort to include in that outreach all economic segments of the community. Consider partnering with community-based organizations, City departments or County agencies, faith-based groups, and service providers to gather feedback and information from hard-to-reach communities.

Public outreach should include:

- Public workshops and open houses to take comment, educate the public about the housing element process; and

- Focus groups and stakeholder interviews with nonprofit and public agency service providers and affordable and market-rate developers, to gather anecdotal data to inform policy development, establish development trends, and gather specific feedback about policies and programs.

Multilingual outreach should be conducted, and opportunities for in-person and virtual engagement should be available. A summary of engagement must be included in the revised Housing Element narrative.

Once revisions are made, and before decision makers consider adoption, the City must release the revised draft of the Housing Element for at least 30 days for public review, plus 10 days to consider and respond to public comments and make revisions if necessary.<sup>3</sup>

## Timeframes

Typical timeframes for the phases of housing element development are listed below. A timeline for completion would need to incorporate CEQA analysis, public review timeframes, public hearings and associated lead times, and time for HCD's review. A timeline for CEQA analysis will depend on the environmental review strategy and the scope of the housing element revisions (i.e., whether additional sites must be identified and rezoned) and whether the CEQA analysis includes the larger General Plan update.

Task	Approximate Timeframes
Public Outreach	10 – 20 weeks
Revise AFFH Analysis	12 weeks
Revise Constraints Analysis	8 weeks
Site Inventory	12 weeks
Goals, Policies, and Programs	20 weeks
Overall Time Frame	8 months

## Next Steps

Based on the contents of this memorandum, Rincon will prepare a proposal and cost amendment request for completion of the work required to complete the 6<sup>th</sup> Cycle Housing Element.

We appreciate the opportunity to assist the City of Huntington Park in contract planning services.

Sincerely,  
**Rincon Consultants, Inc.**



Kimiko Lizardi  
Director Environmental and Long-Range Planning

<sup>3</sup> Government Code Section 65585(b)(1)

**ITEM NO. 5**



# CITY OF HUNTINGTON PARK

Parks and Recreation Department  
City Council Agenda Report

April 19, 2022

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

Dear Mayor and Members of the City Council:

**APPROVAL OF EXPENDITURE FOR ARTWORK INSTALLATION ON WATER TANK (W-17), AND EXISTING ARTWORK RESTORATION AND COATING IMPROVEMENTS ON TWO WATER RESERVOIRS (W-16 & W-17) UTILIZING CITY ART IN PUBLIC PLACES FUNDS**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Authorize the use of City Art in Public Places funds included in the FY 2021-2022 budget, for the artwork installation, restoration of existing artwork and coating improvements on water tank (W-17) & two water reservoirs (W-16 & W-17); and
2. Approve a budget transfer of \$10,000 from account number 111-6020-451.56-41, \$36,000 from account number 111-6010-483.55-35, \$15,180 from account number 111-6030-451.61-35, and \$38,000 from account number 111-6060-466.33-20 all to account number 232-6010-419.76-25 in the total amount of \$99,180.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Staff is requesting authorization and approval to utilize City Art in Public Places funds for artwork installation and restoration to a water tank and two reservoirs in the City. The existing artwork on the water reservoirs (W-16 located at Florence & Salt Lake Avenue) and (W-17 located on Miles & Slauson) are known City fixtures and part of the Huntington Park culture. They are valued for the landmark they have become over decades. The objective would be to restore the original artwork that already exists and keep it in true traditional fashion.

The addition of the new artwork installation would be at the elevated Water Tank (W-17 located at Miles & Belgrave); this would be the interlocking "HP" logo design.

**FISCAL IMPACT/FINANCING**

**APPROVAL OF EXPENDITURE FOR ARTWORK INSTALLATION ON WATER TANK (W-17), AND EXISTING ARTWORK RESTORATION AND COATING IMPROVEMENTS ON TWO WATER RESERVOIRS (W-16 & W-17) UTILIZING CITY ART IN PUBLIC PLACES FUNDS**

April 19, 2022

Page 2 of 3

The cost for artwork installation, restoration and coating improvements on the water tanks and reservoirs is \$199,180.00 and was included in the FY 2021-2022 budget, Art in Public Places Fund account number 232-6010-419.76-25, but it is insufficient to cover the entire cost.

The remainder will be covered with funding from accounts: 111-6020-451.56-41 (\$10,000), 111-6010-483.55-35 (\$36,000), 111-6030-451.61-35 (\$15,180), and 111-6060-466.33-20 (\$38,000).

Staff contacted several vendors to submit quotes for artwork installation and restoration:

	JT Thorpe	Boss Graphics	Superior Tank Solutions
<b>W-16 Reservoir (Florence/Salt Lake)</b>	<b>\$69,970.00</b>	<b>\$21,650.00</b>	<b>No quote submitted</b>
<b>W-17 Reservoir (Miles/Slauson)</b>	<b>\$63,470.00</b>	<b>\$21,650.00</b>	<b>No quote submitted</b>
<b>W-17 Elevated Tank (Miles/Belgrave)</b>	<b>\$65,740.00</b>	<b>\$10,625.00</b>	<b>No quote submitted</b>

It should also be noted that the quote provided by JT Thorpe includes prevailing wage, the boom lift and scaffolds necessary to complete the work. JT Thorpe provides a polysiloxane finish coating that is reportedly extremely durable and can better protect against the weather/natural elements. In addition, JT Thorpe also includes a treatment for the existing rust and corroded areas. The quotes provided by Boss Graphics do not include the required prevailing wage, nor does it include the boom lift or scaffolding equipment necessary to complete the work; those additional rental costs would have to be paid by the City. Lastly, Boss Graphics provides a "protective fade proofing top coat" which is what had previously been put on the water towers and their water-based paint has ultimately led them to be in the present condition of cracked, faded and peeling.

Staff recommends proceeding with JT Thorpe to complete the water tower art restoration.

**LEGAL AND PROGRAM REQUIREMENTS**

**APPROVAL OF EXPENDITURE FOR ARTWORK INSTALLATION ON WATER TANK (W-17), AND EXISTING ARTWORK RESTORATION AND COATING IMPROVEMENTS ON TWO WATER RESERVOIRS (W-16 & W-17) UTILIZING CITY ART IN PUBLIC PLACES FUNDS**

April 19, 2022  
Page 3 of 3

On March 16, 2022, the artwork was presented to and approved by the Planning Commission. Per Municipal Code section 9-3.17, the City Council must authorize expenditures from the City Art in Public Places Fund.

**CONCLUSION**

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

Respectfully submitted,

RICARDO REYES  
City Manager



CYNTHIA NORZAGARAY  
Director of Parks and Recreation

**ATTACHMENT(S)**

- A. Water Tank Diagram
- B. JT Thorpe quotes
- C. Boss Graphics quote

## ATTACHMENT "A"

## W16- Reservoir (Florence & Salt Lake)



*West side of reservoir*



*East side of reservoir*

Quote #1: **JT Thorpe**- \$69,970. Epoxy paint and polysiloxane coating. Rust treatment on corroded and damaged areas. 2 murals

Quote #2: **Boss Graphics**- \$21,650. Water colors. Does not include rental of lift or prevailing wages.

Quote #3: **Superior Tank Solutions (City of Walnut Park Vendor)** - Did not provide quote

## W17- Reservoir (Miles & Slauson)



*View from Slauson*



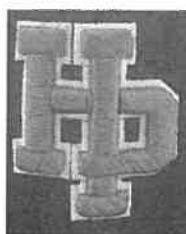
*View from inside High School*

Quote #1: **JT Thorpe**- \$63,470. Epoxy paint and polysiloxane coating. Rust treatment on corroded and damaged areas. 2 murals

Quote #2: **Boss Graphics**- \$21,650. Water colors. Does not include rental of lift or prevailing wages.

Quote #3: **Superior Tank Solutions (City of Walnut Park Vendor)** - Did not provide quote

## W17- Elevated Tank (Miles & Belgrave)



*Interlocking HP Logo on two sides of tank*

Quote #1: **JT Thorpe**- \$65,740. Epoxy paint and polysiloxane coating. Rust treatment on corroded and damaged areas.

Quote #2: **Boss Graphics**- \$10,625. Water colors. Does not include rental of lift, scaffolding or prevailing wages.

Quote #3: **Superior Tank Solutions (City of Walnut Park Vendor)** - Did not provide quote

## ATTACHMENT "B"

# JTTHORPE

**City of Huntington Park**  
3401 E. Florence Avenue  
Huntington Park, CA 90255

March 25, 2022

Attention: Mr. Rene Rubalcava

Subject: (5' HP) Well 17 Tank Shell Logo Coating

*Statement: JTTHORPE will furnish at the above all labor, material, tools, Workmen's Compensation, Property Damage, Liability Insurance, and supervision to complete in a workmanlike manner all the work described in below work located at Huntington Park CA,*

### **Scope and Procedure of Work:**

1. Set up equipment and Safety check.
2. Properly ground all equipment to prevent static electricity.
3. Install containment any motorize equipment; and as needed to protect equipment and property.
4. JTT to Provide scaffold planked working platforms 7'x10' on two locations of the water tower
5. JTT to pressure wash surface to be coated and restored per scope of work.
6. JTT to Power tool clean to SSPC-SP3 Hand tool clean to SSPC-SP2 corroded damage areas.
7. Apply one full Coat of Sherwin Williams 646 Epoxy Primer @ 1-2 mills DFT
8. JTT to hand tool coat, color match and restore designs and lettering on the three storage water tanks
9. Apply Finish Coat Sherwin Williams Sher-Loxane 800 Polysiloxane UV color to be matched.

**Total Lump Sum Price: = \$65,740.00**

### **Note(s) and Clarification(s):**

1. JTT to follow City of Huntington Park Safety rules at all Times.
2. Storage Tower Tank to be Pressure wash per. Scope of work.
3. Payment terms: Net 30 Days
4. Quotation: Valid till July 7, 2022
5. JTT to Apply Coating per Client and product manufacture's specification.
6. Schedule based upon no Weather Delays and Working weekends.
7. JTT to dispose of Empty paint cans and any Generated debris.
8. Prevailing wage has been added to the proposal.
9. JTT to provide scaffold as needed for this project.

Respectfully Submitted;

Javier(JC)Castaneda  
Construction Manager

Thank you for the Oportunity

# JTTHORPE



JTHORPE



JTTHORPE

# JTTHORPE

**City of Huntington Park**  
3401 E. Florence Avenue  
Huntington Park, CA 90255

Revision  
March 30, 2022

Attention: Mr. Rene Rubalcava

Subject: (2) **Tank Shell Murals Coating Repairs**

**Statement:** JTTHORPE will furnish at the above all labor, material, tools, Workmen's Compensation, Property Damage, Liability Insurance, and supervision to complete in a workmanlike manner all the work described in below work located at Huntington Park CA,

### **Scope and Procedure of Work:**

1. Set up equipment and Safety check.
2. Properly ground all equipment to prevent static electricity.
3. Install containment any motorize equipment; and as needed to protect equipment and property.
4. JTT to pressure wash surface to be coated and restored per scope of work.
5. JTT to Power tool clean to SSPC-SP3 Hand tool clean to SSPC-SP2 corroded damage areas.
6. Spot prime using Epoxy Sherwin Williams Product. This will be performed on areas corroded on the included 3 signs and does not cover anything outside the signage.
7. Apply one full Coat of Sherwin Williams 646 Epoxy Primer @ 1-2 mills DFT
8. JTT to hand tool coat, color match and restore designs and lettering on the three storage water tanks
9. Apply Finish Coat Sherwin Williams Sher-Loxane 800 Polysiloxane UV color to be matched.

**Total Lump Sum Price: = \$69,970.00**

### **Note(s) and Clarification(s):**

1. JTT to follow City of Huntington Park Safety rules at all Times.
2. Storage Tank to be Complete Pressure wash per. Scope of work.
3. Payment terms: Net 30 Days
4. Quotation: Valid till July 7,2022
5. JTT to Apply Coating per Client and product manufacture's specification.
6. Schedule based upon no Weather Delays and Working weekends.
7. JTT to dispose of Empty paint cans and any Generated debris.
8. JTT to supply all necery Equipment Boom Lift for the scope of work as needed.
9. Prevailing wage has been added to the proposal.

Respectfully Submitted;

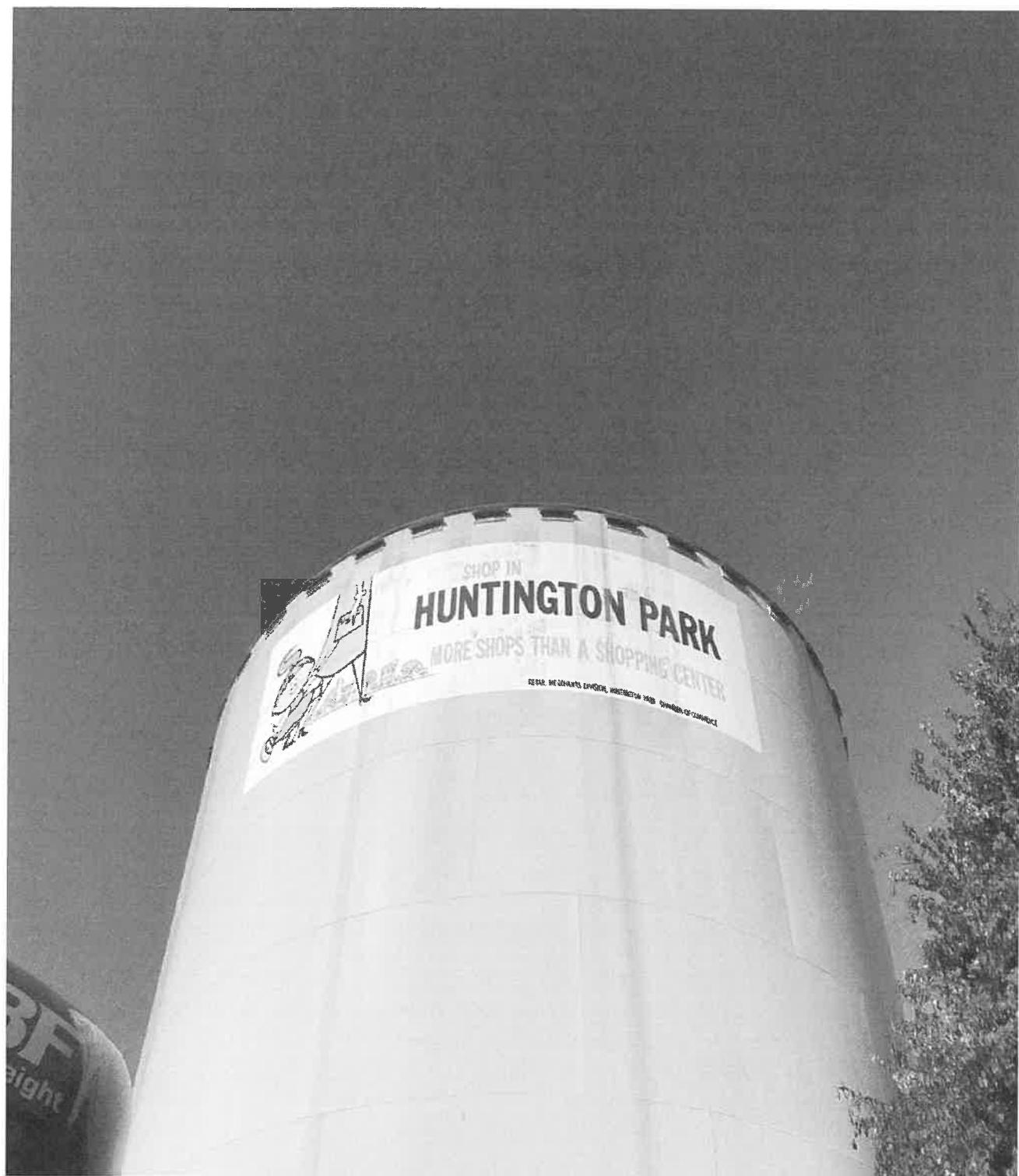
Javier(JC)Castaneda  
Construction Manager

Thank you for the Oportunity

# JTTHORPE



# JTHORPE



# JTTHORPE

To: City of Huntington Park  
3401 E .Florence Avenue

March 25, 2022

Attention: Mr. Rene Rubalcava

Re: Tank-W17 East Reservoir

Subject: **External Coating Repairs and Murals**

**Statement:** JTTHORPE will furnish at the above all labor, material, tools, Workmen's Compensation, Property Damage, Liability Insurance, and supervision to complete in a workmanlike manner all the work described in below work located at Huntington Park CA,

#### **Scope and Procedure of Work:**

1. Set up equipment and Safety check.
2. Properly ground all equipment to prevent static electricity.
3. Install containment any motorize equipment; and as needed to protect equipment and property.
4. Pressure Wash External Tunnel with a 2,500 psi. roto-tip Low pressure.
5. Power tool clean to SSPC-SP3 Hand tool clean to SSPC-SP2 corroded damage areas.
6. JTT to apply one coat of Sherwin Williams Epoxy Mastic Aluminum to corroded damage areas at 4.0-5.0 mils D.F.T
7. Apply one full Coat of Intermediate Sherwin Williams 646-100 FC @ 4.0-5.0 mils D.F.T
8. Apply Finish Coat Sherwin Williams Sher-Loxane 800 Polysiloxane @ 3-4 mils D.F.T
9. JTTHORPE to provide a QC Coating summary report within 10 days of completion of work

**(1) Total Lump Sum Price: = \$ 177,970.00** (complete shell coating and Murals)

**(2) Total Lump Sum Price: = \$ 63,470.00** (2 complete shell Murals only)

#### **Note(s) and Clarification(s):**

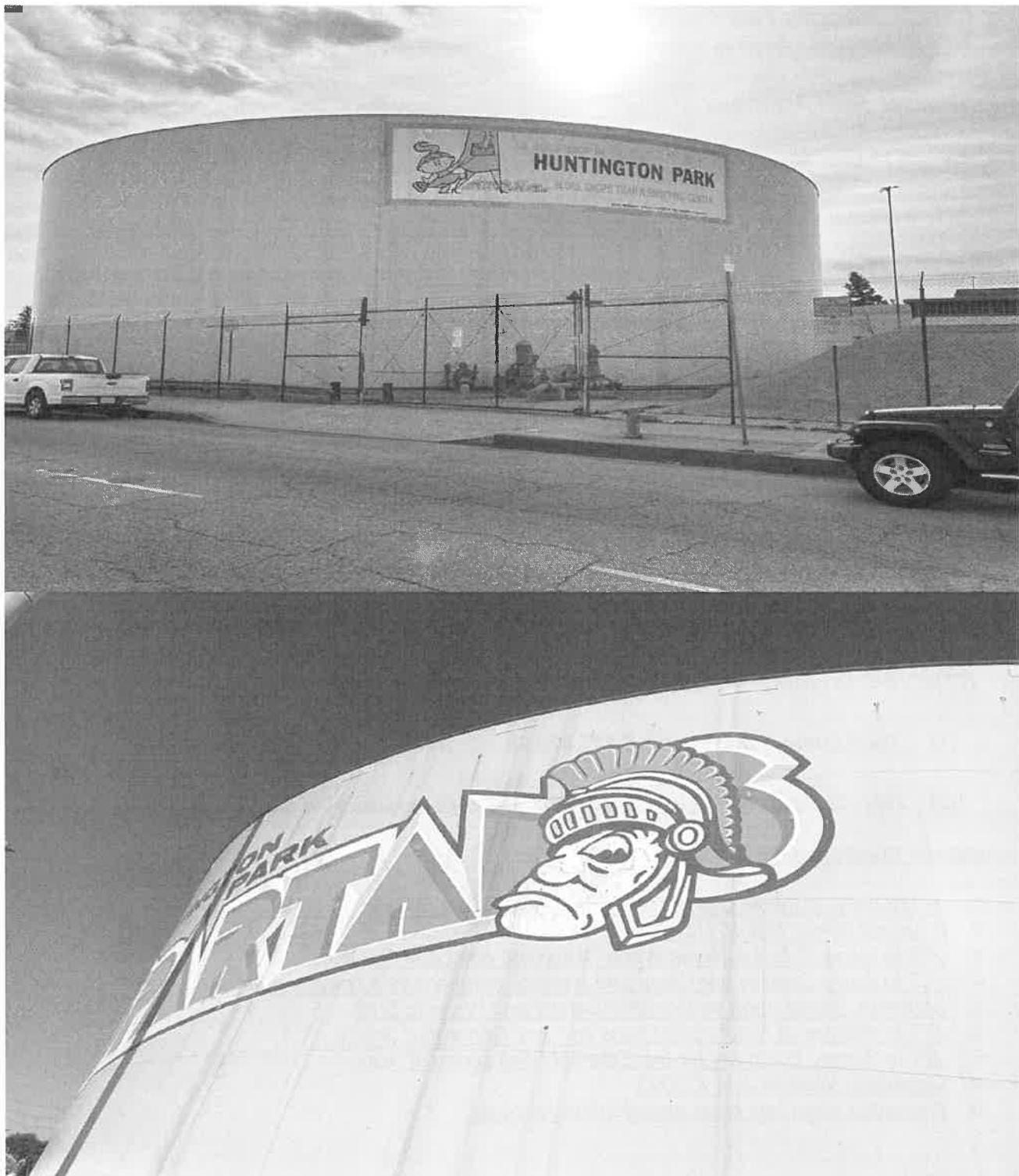
1. JTTHORPE to follow City of Huntington Park Safety rules at all Times.
2. Payment terms: Net 45 Days
3. JTT to follow O.S.H.A Rules When Disturbing any Lead Coating.
4. JTT to Apply Coating per Client and product manufacture's specification.
5. Schedule Based upon no Weather Delays and Working 5/10
6. JTT to dispose of Empty paint cans and any Generated debris.
7. JTT to Supply Boom Lift for the External Shell scope of work.
8. Quotation: Valid till July 7, 2022
9. Prevailing wage has been added to this proposal.

Respectfully Submitted;

Thank you for the Oportunity

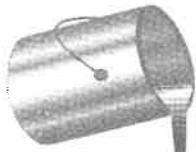
Javier(JC)Castaneda  
Construction Manager

# JTTHORPE



HUNTINGTON PARK MURALS

## ATTACHMENT "C"



**Bossgraphics**

1649 COLORADO BLVD., LOS ANGELES CA 90041  
818-248-7066 fax 626-398-5123



January 20, 2022



**PROPOSAL**  
**FOR** **GRAPHICS**

CITY OF HUNTINGTON PARK  
ATTENTION: RENE RUBALCAVA

AT HUNTINGTON PARK HIGH SCHOOL

PLEASE NOTE THIS IS A REVISED COST PROPOSAL

THESE PRICES DO NOT REFLECT PREVAILING WAGE COSTS

- PAINT INTERLOCKING "HP" TWO TIMES ON EXTERIOR TOWER..... \$ 8,500.00\*  
\*DEPENDING ON WHAT LIFT IS NEEDED, EXPENSE TO BE DETERMINED,  
OR LIFT TO BE SUPPLIED BY YOU  
 APPLY PROTECTIVE FADE PROOFING TOP COAT, add..... \$ 2,125.00
- SCRAPER, SPOT PRIME, AND REPAINT EXISTING "HUNTINGTON PARK SPARTANS",  
 w/ SPARTAN IMAGE, ON LOWER WATER TANK..... \$ 6,800.00  
 APPLY PROTECTIVE FADE PROOFING TOP COAT, add..... \$ 2,125.00  
 40' BOOM LIFT RENTAL ..... \$ 1,900.00
- SCRAPER, SPOT PRIME, AND REPAINT EXISTING RECTANGULAR "CITY OF  
 HUNTINGTON PARK" IMAGE ON OPPOSITE SIDE OF SAME LOWER WATER  
 TANK..... \$ 6,800.00  
 APPLY PROTECTIVE FADE PROOFING TOP COAT, add..... \$ 2,125.00  
 40' BOOM LIFT RENTAL ..... \$ 1,900.00

1/3 DEPOSIT or PURCHASE ORDER BEFORE WORK BEGINS. BALANCE DUE ON COMPLETION  
 WORK TO BE COMPLETED WITHIN 180 DAYS OF DEPOSIT. THIS PROPOSAL GOOD FOR 90 DAYS

**THANKS!**

LARRY LOUSEN  
BOSS GRAPHICS

Web: [www.bossgraphics.com](http://www.bossgraphics.com)  
 E-mail: [larry@bossgraphics.com](mailto:larry@bossgraphics.com)  
 ST.LIC.548103

Web: [www.bossgraphics.com](http://www.bossgraphics.com)  
 E-mail: [larry@bossgraphics.com](mailto:larry@bossgraphics.com)  
 ST.LIC.548103

ITEM NO. 6



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

April 19, 2022

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

Dear Mayor and Members of the City Council:

## **RESOLUTION TO APPROVE THE ADOPTION OF THE LOCAL ROADWAY SAFETY PLAN**

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

1. Adopt Resolution No. 2022-12 approving the Local Roadway Safety Plan.

### **BACKGROUND**

The Local Roadway Safety Plan (LRSP) creates a framework to systematically identify and analyze safety obstacles in our community and provides recommendations on safety enhancement measures that mitigate the City's traffic and safety concerns. Preparing a LRSP facilitates the development of a prioritized list of improvements and actions that focus on improving the City's specific traffic safety needs while helping achieve statewide safety measures as well as allowing the City to apply for various funding opportunities. The LRSP offers a proactive approach to addressing our needs and demonstrates our responsiveness to safety challenges.

On March 1, 2022, the City Council authorized staff to post the draft Local Roadway Safety Plan on the City's website and distribute to community stakeholders for comment. The intent was for the additional distribution of the LRSP to other stakeholders while accomplishing the public outreach component of the report. Stakeholders include the Traffic Safety Committee members, Huntington Park Police Department, Los Angeles County Fire Department, Los Angeles Unified School District, Los Angeles Metropolitan Transportation Authority (specifically dealing with the West Santa Ana Branch Light Rail) and other interested parties. The LRSP not only recommends engineering solutions to help reduce collisions, but addresses the 5Es of safety strategies; Education, Enforcement, Engineering, Emergency Response and Emerging Technologies.

The LRSP, while essential for the continued support of safety in Huntington Park, is also required for the City to be able to apply for future Highway Safety Improvement Program (HSIP) funding. The plan will also be utilized to program future Capital Improvement projects such as Active Transportation Program (ATP), Regional Surface Transportation

# **RESOLUTION TO APPROVE THE ADOPTION OF THE LOCAL ROADWAY SAFETY PLAN**

April 19, 2022

Page 2 of 3

Program (RSTP), Congestion Management and Air Quality (CMAQ) and other funding sources that become available.

## **LEGAL REQUIREMENT**

Overall, the LRSP should summarize the needs identified, the safety goal, emphasis areas, and a prioritized list of improvements or activities. Additionally, the plan identifies responsibilities and resources to carry out the plan. Items that may also be documented include the stakeholders and process used to develop the plan, successes realized through similar past or current efforts, and obstacles or challenges related to implementation. Staff will monitor the plan to evaluate effectiveness and relevance over time and will adjust the plan periodically or as needed. Once completed, the LRSP will be a living document that will be regularly updated with current data and the program will be continually reviewed and updated to reflect changing local needs and priorities.

In order to apply for the HSIP funds, an agency must have completed their LRSP. The LRSP must be updated and validated at least every five years. When an agency submits an HSIP funding application, the agency must self-certify that an LRSP has been completed. The agency must provide a copy of the safety plan upon request. It is strongly recommended that the LRSP and its update be approved by the City Council.

## **ENVIRONMENTAL IMPACT**

Approve Environmental Assessment as follows: The development of the LRSP is exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15262 (Feasibility and Planning Studies).

## **FISCAL IMPACT**

There is no fiscal impact associated with this authorization.

## **CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



CESAR ROLDAN

**RESOLUTION TO APPROVE THE ADOPTION OF THE LOCAL ROADWAY SAFETY  
PLAN**

April 19, 2022

Page 3 of 3

Director of Public Works

**ATTACHMENT(S):**

1. Resolution No. 2022-12

## ATTACHMENT "A"

## **RESOLUTION NO. 2022-12**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK, CALIFORNIA, ADOPTING A  
LOCAL ROADWAY SAFETY PLAN (LRSP)  
ESTABLISHING NEEDS, STRATEGIES AND  
RECOMMENDATIONS SO THAT TRANSPORTATION  
SAFETY IMPROVEMENTS PROJECTS ARE PLANNED,  
FUNDED, DESIGNED, CONSTRUCTED, OPERATED AND  
MAINTAINED TO REDUCE CRASHES AND ENHANCE  
TRAFFIC SAFETY WHILE PROMOTING SAFE  
OPERATIONS FOR ALL USERS

**WHEREAS**, Federal regulations require each State has a Strategic Highway Safety Plan (SHSP) in order to coordinate the efforts of a wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads; and

**WHEREAS**, the SHSP is used as a statewide approach for improving roadway safety, a Local Roadway Safety Plan (LRSP) can be a means for providing local and rural road owners with an opportunity to address unique highway safety needs in their jurisdictions while contributing to the success of the SHSP; and

**WHEREAS**, the process of preparing an LRSP creates a framework to systematically identify and analyze safety problems and recommend safety improvements; and

**WHEREAS**, starting with State's Cycle 11 Highway Safety Improvement Program (HSIP) Calls-for-Projects (May 2022), an LRSP (or its equivalent such as Systemic Safety Analysis Report (SSAR) or Vision Zero Action Plan) will be required for an agency to be eligible to apply for federal HSIP funds; and

**WHEREAS**, in 2020, Caltrans made funds available for local agencies to prepare and adopt their LRSP.; and

**WHEREAS**, once an LRSP has been completed, the agency covered by the LRSP is considered to have met the LRSP requirement for applying for the HSIP funding; and

**WHEREAS**, after completion, the LRSP is expected to be updated/validated at

least every five (5) years; and

**WHEREAS**, the City applied and received a fund of \$53,000 from Caltrans with a matching requirement of \$6,000 from City funds to prepare an LRSP for the City to adopt and subsequently be eligible for HSIP grants in future biweekly cycles, starting from HSIP Cycle 11 (May 2022); and

**WHEREAS**, the City contracted Minagar & Associates, Inc. to prepare the LRSP on June 27, 2021 and completed the LRSP on December 31 2021.

**NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE  
CITY OF HUNTINGTON PARK AS FOLLOWS:**

**SECTION 1.** The City Council adopts this resolution in support of Local Roadway Safety Plan (LRSP) recommendations.

**SECTION 2.** Any updates of the City of Huntington Park's Local Roadway Safety Plan (LRSP) will be completed at least every five (5) years.

**SECTION 3.** The complete Local Roadway Safety Plan (LRSP) is adopted by this resolution and attached hereto as Exhibit "A".

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

**PASSED, APPROVED, AND ADOPTED** this 19<sup>th</sup> day of April 2022.

---

Graciela Ortiz, Mayor

ATTEST:

## Eduardo Sarmiento, City Clerk

ITEM NO. 7

# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



April 19, 2022

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATION FOR TRAFFIC SIGNAL REPAIR WORK AT FLORENCE AVENUE AND ALAMEDA STREET**

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

1. Approve a budget appropriation in the amount \$18,169 to account number 221-8014-429.56-41 from the Gas Tax fund balance; and
2. Authorize staff to process the Los Angeles County Department of Public Works check request invoice #IN220000407 for the amount of \$38,168.70.

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

The City of Huntington Park and the County of Los Angeles share the signalized intersection of Alameda Street and Florence Avenue 50/50. Los Angeles County Department of Public Works (LACDPW) maintains the traffic signal at that intersection per Agreement reference number 40797 executed in December of 1981. Whenever work is performed at shared signalized intersection, LACDPW will submit an invoice to the City demonstrating a breakdown of the labor and equipment charges associated with the maintenance of the traffic signal.

Between 2020 and 2021, the signalized intersection was damaged due to several traffic collisions resulting in damage to the infrastructure. There was a traffic collision at that intersection on May 31, 2020, which resulted in damage to the type-19 signal pole and the 332-controller cabinet which houses the video detection components. LACDPW started working on repairs to the traffic signal on 5/31/2020 and did not finish until 11/15/2021. Throughout that time different repairs took place along with purchasing and installation of new replacement equipment. This is all itemized on the invoice #IN220000407 which is attached.

### **FISCAL IMPACT/FINANCING**

**CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATION FOR TRAFFIC  
SIGNAL REPAIR WORK**

April 5, 2022

Page 2 of 2

The City received an invoice, including a work order schedule, totaling \$76,337.41. The City has an agreement with LACDPW to maintain and operate this intersection; 50/50 split making the City's total amount due at \$38,168.70. Staff is requesting an appropriation of \$18,169 to account number 221-8014-429.56-41 from the Gas Tax fund balance to pay LACDPW for the repair work at the shared signalized intersection. There is an existing balance of \$20,000 in account 221-8014-429.56-41 that can be utilized to pay for the remaining invoice balance.

**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. LACDPW Invoice #IN220000407

## ATTACHMENT "A"



# LOS ANGELES COUNTY PUBLIC WORKS

900 South Fremont Avenue, Alhambra, CA 91803

## INVOICE

CITY OF HUNTINGTON PARK  
6550 MILES AVENUE  
HUNTINGTON PARK, CA 90255

INVOICE NUMBER: IN220000407  
CUSTOMER NUMBER C000023  
ADDRESS ID: PW37001  
AMOUNT DUE: \$38,168.70  
BILLING PERIOD: 05/01/2020 - 11/30/2021  
INVOICE DATE: December 8, 2021

PLEASE MAKE CHECKS PAYABLE TO:  
LOS ANGELES COUNTY PUBLIC WORKS  
P. O. BOX 7437  
ALHAMBRA, CA 91802-7437

"X" the box if your name, address or telephone number has changed.  
Please make these changes to your name or address printed above.

DETACH AND MAIL TOP PORTION OF THIS INVOICE WITH YOUR PAYMENT

PLEASE RETAIN THIS PORTION FOR YOUR FILES  
LOS ANGELES COUNTY PUBLIC WORKS, P.O. BOX 7437, ALHAMBRA, CA 91802-7437

DESCRIPTION	AMOUNT
LOS ANGELES COUNTY PUBLIC WORKS P.O. BOX 7437 ALHAMBRA, CA 91802-7437	
PLEASE ENCLOSE TOP PORTION OF THIS INVOICE WITH YOUR REMITTANCE TO ENSURE CREDIT TO YOUR ACCOUNT. DUE AND PAYABLE WITHIN 30 DAYS OF THE INVOICE DATE	
NOTE: LABOR AND EQUIPMENT CHARGES ARE THROUGH NOVEMBER 15, 2021	
<p>CITY OF HUNTINGTON PARK C000023 PW37001  <b>INVOICE NUMBER:</b> IN220000407  <b>INVOICE DATE:</b> December 8, 2021  <b>BILLING PERIOD:</b> 05/01/2020 - 11/30/2021  <b>PROJECT NUMBER:</b> N2419677  <b>DESCRIPTION:</b> T.S.0013/ ALAMEDA ST@FLORENCE AVE/ HPK/ 40794</p>	
LABOR -----	\$ 24,079.23
EQUIPMENT -----	6,724.47
MATERIAL -----	13,245.64
CHARGEBACK -----	176.00
OTHERS -----	28,824.81
SUBTOTAL	\$ 73,050.15
LIABILITY INSURANCE	3,287.26
TOTAL CHARGES	\$ 76,337.41
CITY'S SHARE	50.0%
<b>TOTAL AMOUNT DUE:</b>	<b>\$ 38,168.70</b>

CUSTOMER SERVICE HOTLINE: (626) 458 - 5990  
FOR THE HEARING IMPAIRED: TDD 1 (800) 735 - 2929  
BPRO: BPM01  
MN

### FOR DEPARTMENT OF PUBLIC WORKS USE ONLY:

B03 Road Fund	9970 Prior-Charges for Svc-2 Previous Years	\$ 9,175.21
B03 Road Fund	9969 Prior-Charges for Svc-Previous Year	17,193.73
B03 Road Fund	9450 Cities - Accidents	10,156.14
V68 PW Revenue Clearing	7771 Cities Liability Insurance	1,643.62



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
REPORT OF REIMBURSABLE DAMAGE  
TO PUBLIC WORKS PROPERTY  
(Traffic Signal Accidents)

JURISDICTIONAL SHARES

Project No. N 241 9617  
Sheriff No. \_\_\_\_\_  
CHP No. \_\_\_\_\_

50 % Los Angeles County  
50 % HPAK 40797  
%  
%

06-30-2020

- Damage 33-2 CONTROLLED CABINET WITH 11.000 DETECTION COMPONENTS AND A  
TYPE 1A SIGNAL POLE
- Acc. Date 31<sup>st</sup> MAY 2020 Time 2202 HRS a.m./p.m.) Location SOUTH WEST CORNER
- T.S. No. CC13 Intersection ALAMEDA ST & FLORENCE AVE
- Notified by:

CHP DPW  
SHERIFF County  
POLICE STATE  
DISPATCH CITY HUNTINGTON PARK POLICE

Date 31<sup>st</sup> MAY 2020  
Time 2202 HRS a.m./p.m.)  
Deputy/Operator \_\_\_\_\_  
Log \_\_\_\_\_ Phone \_\_\_\_\_

- PRELIMINARY ESTIMATED COST OF REPAIR \$ 77,200.00 MMS # 6677504

Step 1. Initials: SPN Date: 31<sup>st</sup> MAY 2020

1 yr.  6 mo.

Step 2. Initials: F.A Date: 06.02.20

Signal Maint Date: 17AUG21

Step 3. Initials: DC Date: 08/21/2020

Signal Shop Date: 26 FEB 21

Step 4. Initials: AM, RFB RPR 17AUG21 Date: 2-5-2021 8:2-21

Signal Cons Date: 25 APR 20

- Final Billing? Yes  No \_\_\_\_\_

- TOTAL COSTS \$ 73,050.15 (Should be the total of RINV) Project Ending Date 02 AUG 21

Step 5. Initials: RMR Date: 17 AUG 21

Step 6.

Reviewed by: 8/17/21 J. Mag DATE SIGNATURE (Jeffery Magallanes)

Check box if additional information was obtained at the scene of the accident – refer to Page 2

HUNTINGTON PARK POLICE  
DEPARTMENT  
H. SACH  
CASE# 20-02545

Step 7. Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**PROJECT: N2419677      T.S.0013 / ALAMEDA ST@FLORENCE AVE/ HPK/ 40794**  
**FUND: B03      Public Works - Road Fund**

**GENERAL REPORTING CATEGORY: 110 Labor**

SERVICE DATE	EMP NUMBER	ACCT PERIOD	EMPLOYEE NAME	TASK ORDER	CHRG UNIT	HOURS	SALARY & BENEFITS	INDIRECT AMOUNT	TOTAL EXPENDITURE
05/31/2020	404019	2020/12	SUBAYAR, HORACE	A285	47724	4.00	343.06	143.74	486.80
05/31/2020	497354	2020/12	CARMONA LEON, EDWARD	A285	47724	4.00	394.50	165.30	559.80
06/01/2020	121062	2020/12	CARDONA, LARRY	A285	47724	9.00	771.87	323.42	1,095.29
06/01/2020	404019	2020/12	SUBAYAR, HORACE	A285	47724	2.00	171.52	71.86	243.38
06/01/2020	494301	2020/12	CRUZ, PEDRO	A023	47724	1.00	98.62	41.32	139.94
06/01/2020	497354	2020/12	CARMONA LEON, EDWARD	A285	47724	3.00	295.88	123.97	419.85
06/01/2020	526209	2020/12	LEMAIRE, DANIEL	A086	47724	4.00	343.06	143.74	486.80
06/01/2020	532465	2020/12	ZUNIGA JR, JOSE	A087	47724	4.00	189.08	79.23	268.31
06/01/2020	616717	2020/12	ROSALES, RUBEN	A286	47724	4.00	240.17	100.63	340.80
06/01/2020	616718	2020/12	RAMIREZ, GILBERT	A086	47724	4.00	240.17	100.63	340.80
06/01/2020	639918	2020/12	PASILLAS, GEORGE	A285	47724	9.00	540.39	226.42	766.81
06/02/2020	121062	2020/12	CARDONA, LARRY	A285	47724	9.00	771.87	323.42	1,095.29
06/02/2020	481318	2020/12	PONCE, OMAR	A285	47724	6.00	514.57	215.60	730.17
06/02/2020	498000	2020/12	TAN, DEREK	A285	47724	6.00	514.57	215.60	730.17
06/02/2020	526209	2020/12	LEMAIRE, DANIEL	A086	47724	9.00	771.87	323.42	1,095.29
06/02/2020	532465	2020/12	ZUNIGA JR, JOSE	A087	47724	9.00	425.42	178.25	603.67
06/02/2020	616718	2020/12	RAMIREZ, GILBERT	A086	47724	9.00	540.39	226.42	766.81
06/02/2020	639918	2020/12	PASILLAS, GEORGE	A285	47724	9.00	540.39	226.42	766.81
06/02/2020	646631	2020/12	RAMOS, MANUEL	A086	47724	9.00	540.39	226.42	766.81
06/02/2020	657264	2020/12	FLORES, FRANCISCO	A086	47724	9.00	390.31	163.53	553.84
06/03/2020	121062	2020/12	CARDONA, LARRY	A285	47724	3.00	257.29	107.81	365.10
06/03/2020	481318	2020/12	PONCE, OMAR	A285	47724	3.00	257.29	107.81	365.10
06/03/2020	498000	2020/12	TAN, DEREK	A285	47724	3.00	257.29	107.81	365.10
06/03/2020	527786	2020/12	BRAVO, GILBERTO	A285	47724	6.00	514.57	215.60	730.17
06/04/2020	527786	2020/12	BRAVO, GILBERTO	A285	47724	6.00	514.57	215.60	730.17
06/12/2020	532923	2020/12	GALDAMEZ, JULIO	A285	47724	1.00	85.76	35.93	121.69

**Los Angeles County Public Works**  
**Detailed eCAPS Reporting System (DeRS)**  
**Expenditure Detail Report by Project**  
**From: 05/01/2020 To: 11/30/2021**

**PROJECT: N2419677 T.S.0013/ ALAMEDA ST@FLORENCE AVE/ HPK/ 40794**  
**FUND: B03 Public Works - Road Fund**

**GENERAL REPORTING CATEGORY: 110 Labor**

SERVICE DATE	EMP NUMBER	ACCT PERIOD	EMPLOYEE NAME	TASK ORDER	CHRG UNIT	HOURS	SALARY & BENEFITS	INDIRECT AMOUNT	TOTAL EXPENDITURE
08/03/2020	1210622	2021/2	CARDONA, LARRY	A285	47724	4.00	343.06	140.31	483.37
08/03/2020	5329233	2021/2	GALDAMEZ, JULIO	A285	47724	2.00	171.52	70.14	241.66
08/11/2020	456437	2021/2	MARTINEZ, FRANK	A285	47724	6.00	514.57	210.45	725.02
08/13/2020	456437	2021/2	MARTINEZ, FRANK	A285	47724	6.00	514.57	210.45	725.02
11/25/2020	648022	2021/6	SALDANA, ANDRES	A086	47724	4.50	277.12	113.33	390.45
01/07/2021	542705	2021/7	VASQUEZ, SALVADOR	A274	47722	1.00	55.12	22.54	77.66
01/13/2021	462444	2021/7	DOMINGUEZ JR, JOE	AH01	47722	1.00	61.73	25.25	86.98
01/13/2021	480996	2021/7	MARQUEZ, YEZDAN	A086	47724	9.00	812.91	332.48	1,145.39
01/13/2021	526209	2021/7	LEMAIRE, DANIEL	A086	47724	10.00	903.23	369.41	1,272.64
01/13/2021	532465	2021/7	ZUNIGA JR, JOSE	A086	47724	10.00	498.17	203.77	701.94
01/13/2021	548827	2021/7	GHELFI, MARK	AH01	47722	1.00	55.12	22.54	77.66
01/13/2021	628110	2021/7	SMITH, KEVIN	A086	47724	9.00	448.35	183.39	631.74
01/13/2021	648022	2021/7	SALDANA, ANDRES	A086	47724	10.00	632.80	258.82	891.62
01/13/2021	648024	2021/7	JARAMILLO, JORGE	A086	47724	9.00	569.51	232.93	802.44
01/27/2021	481318	2021/8	PONCE, OMAR	A285	47724	3.00	270.97	110.83	381.80
01/27/2021	498000	2021/8	TAN, DEREK	A285	47724	4.00	361.30	147.77	509.07
<b>TOTAL FOR 110 Labor</b>						<b>234.50</b>	<b>17,014.92</b>	<b>7,064.31</b>	<b>24,079.23</b>

**GENERAL REPORTING CATEGORY: 120 Equipment**

USAGE DATE	POST DATE	EQUIPMENT	DESCRIPTION	TASK ORDER	UNIT	HOURS	MILES	TOTAL EXPENDITURES
05/31/2020	06/15/2020	09-414	2013 FORD F-250 4X2 UTILITY TRUCK	A285	47724		65.0	117.65
05/31/2020	06/08/2020	127HG-002	FORD F-550 TRUCK, AERIAL LIFT BUCKET, JEM	A285	47724	1.00		59.91
06/01/2020	06/30/2020	127HG-001	FORD F-550 TRUCK, AERIAL LIFT BUCKET, JEM	A086	47724	1.00		59.91
06/01/2020	06/18/2020	26-060	2014 FREIGHTLINER M2106 DERRK POLE	A086	47724	1.10		197.98
06/01/2020	06/26/2020	127-014	2012 FORD F-550 TRUCK W/AERIAL LIFT	A285	47724	1.00		51.84
06/01/2020	06/23/2020	127HG-002	FORD F-550 TRUCK, AERIAL LIFT BUCKET, JEM	A285	47724	1.00		59.91

**PROJECT: N2419677      T.S.0013 / ALAMEDA ST@FLORENCE AVE/ HPK/ 40794**  
**FUND: B03      Public Works - Road Fund**

**GENERAL REPORTING CATEGORY: 120 Equipment**

USAGE DATE	POST DATE	EQUIPMENT	DESCRIPTION	TASK ORDER	UNIT	HOURS	MILES	TOTAL EXPENDITURES
06/02/2020	06/18/2020	13-573	2019 FORD F-550 REG CAB 4X2	A086	47724	6.00		247.68
06/02/2020	06/18/2020	06-635	2018 FORD F-150 REG CAB 4X2 PICK UP	A086	47724		23.0	26.45
06/02/2020	06/23/2020	13-484	2012 FORD F-450 TRUCK CREW CAB W/UTILITY BODY 4X2	A086	47724	7.40		305.47
06/02/2020	06/30/2020	41-139	COMPRESSOR INGERSOLL/07 P185R	A086	47724	0.30		30.43
06/02/2020	06/18/2020	26-060	2014 FREIGHTLINER M2106 DERRK POLE	A086	47724	5.00		899.90
06/02/2020	06/30/2020	127HG-001	FORD F-550 TRUCK, AERIAL LIFT BUCKET, JEM	A086	47724	6.00		359.46
06/02/2020	06/26/2020	127-014	2012 FORD F-550 TRUCK W/AERIAL LIFT	A285	47724	3.00		155.52
06/02/2020	06/26/2020	127HG-006	FORD F-550 TRUCK, AERIAL LIFT BUCKET, JEM	A285	47724	2.00		119.82
06/02/2020	06/26/2020	13-374	TRUCK FORD F-550 COV CABW/T563769 01	A285	47724	2.60		107.33
06/02/2020	06/26/2020	127-017	2012 FORD F-550 TRUCK AERIAL LIFT	A285	47724	5.00		259.20
06/03/2020	06/26/2020	127-017	2012 FORD F-550 TRUCK AERIAL LIFT	A285	47724	3.00		155.52
06/03/2020	06/26/2020	127HG-005	FORD F-550 TRUCK, AERIAL LIFT BUCKET, JEM	A285	47724	5.00		299.55
06/03/2020	06/26/2020	127HG-006	FORD F-550 TRUCK, AERIAL LIFT BUCKET, JEM	A285	47724	1.50		89.86
06/04/2020	06/26/2020	127HG-005	FORD F-550 TRUCK, AERIAL LIFT BUCKET, JEM	A285	47724	6.00		359.46
01/13/2021	01/29/2021	26HD-001	FREIGHTLINER M2-106 TRUCK, AERIAL LIFT BUCKET	A086	47724	2.50		267.53
01/13/2021	01/27/2021	13-484	2012 FORD F-450 TRUCK CREW CAB W/UTILITY BODY 4X2	A086	47724	7.50		309.60
01/13/2021	01/25/2021	13-446	TRUCK FORD 2009 F-450 UTILITY W/ ATTACHMENTS	A086	47724	2.70		111.46
01/13/2021	01/29/2021	26-060	2014 FREIGHTLINER M2106 DERRK POLE	A086	47724	5.50		989.89
01/13/2021	01/29/2021	127HG-001	FORD F-550 TRUCK, AERIAL LIFT BUCKET, JEM	A086	47724	8.00		479.28
01/13/2021	01/27/2021	09-405	2012 F-250 FORD UTILITY	A086	47724		23.0	41.63
01/13/2021	01/29/2021	41-142	COMPRESSOR/07 INGERSOLL RAND P185R	A086	47724	1.50		152.15
01/13/2021	01/25/2021	13-477	2011 FORD F-550 TRUCK UTILITY W/PLATFORM	AH01	47722	5.00		206.40
01/13/2021	01/21/2021	10-122	2012 FORD F-550 TRUCK REG CAB UTILITY	AH01	47722		3.0	9.06
01/27/2021	02/17/2021	127-017	2012 FORD F-550 TRUCK AERIAL LIFT	A285	47724	3.00		155.52
01/27/2021	02/10/2021	06-416	2013 FORD F-150 TRUCK REG CAB	A285	47724		34.0	39.10
<b>TOTAL FOR 120 Equipment</b>							<b>93.60</b>	<b>148.0</b>
								<b>6,724.47</b>

**Los Angeles County Public Works**  
**Detailed eCAPS Reporting System (DeRS)**  
**Expenditure Detail Report by Project**  
**From: 05/01/2020 To: 11/30/2021**

**GENERAL REPORTING CATEGORY: 130 Material**

ISSUE DATE	STOCK ITEM/SUFFIX	DESCRIPTION	TASK ORDER	UNIT	QUANTITY	AMOUNT	TOTAL EXPENDITURES
08/03/2020	5508000035571 CB6	CABINET,MODEL#332,WIRED,ANODIZED ALUMIN 2051-654	A285	47724	1.00	7,146.68	7,146.68
08/03/2020	5508000035571 DX3	DETECTOR,MODEL#222 LOOP,RACK MOUNT 2053-932	A285	47724	4.00	301.09	301.09
08/03/2020	5508000035571 IC3	ISOLATOR, TWO CHANNEL,MODEL 242, PER L.A. 2055-762	A285	47724	2.00	94.06	94.06
08/03/2020	5508000035571 SX3	SWITCH,PACK,MODEL#200,PER LACOROADDEPT 2058-626	A285	47724	11.00	252.54	252.54
08/03/2020	5508100046711 CBW	CONTROLLER,MICROPROCESSOR MODEL 170ATC, STK 2053-189	A285	47724	1.00	1,350.33	1,350.33
08/03/2020	5508900041921 RR9	RECEIVER, G.P.S.-GLOBAL POSITIONING SYSTEMS 2653-001	A285	47724	1.00	1,012.82	1,012.82
01/20/2021	5508100035608 HH5	HEAD,T.S. 1 WAY, 3 COLOR,12" MAST ARM 2055-010	A086	47724	1.00	812.93	812.93
01/20/2021	5508100035608 HK7	HEAD,T.S. 1-WAY, 3-COL, 12", BRACKET MOUNT, LOD 2055-234	A086	47724	1.00	1,083.41	1,083.41
01/20/2021	5508100035608 PGV	PED SIG,HAND/MAN,LOD,GP11 , STK# 2056-620	A086	47724	1.00	514.39	514.39
01/20/2021	5508100035608 PGY	PUSH-BUTTON, PEDESTRIAN,12", 2056-500	A086	47724	1.00	204.42	204.42
01/20/2021	5508100035608 SJR	SIGN,PED PUSH BUTTON,LEFT ARROW 2058-402	A086	47724	1.00	28.03	28.03
01/20/2021	5508800048108 PGQ	LED PEDESTRIAN-COUNTDOWN SIGNALS MODULES STK# 2056-650	A086	47724	1.00	108.16	108.16
<b>TOTAL FOR 130 Material</b>					<b>26.00</b>	<b>12,908.36</b>	<b>12,908.36</b>

**GENERAL REPORTING CATEGORY: 130 Direct Purchase Material**

POST DATE	ACCT PERIOD	CHRG UNIT	DOCUMENT ID	OBJECT	OBJECT DESCRIPTION	VENDOR NAME	PO NUMBER OR DOCUMENT DESC	TOTAL EXPENDITURES
08/20/2020	2021/2	47724	EFT AU A2100098927	2668	Builder's Supplies	GRAYBAR ELECTRIC COMPANY	PRMPPY PW 21022123	-3.10
08/20/2020	2021/2	47724	PRMPPY PW 21022123	2668	Builder's Supplies	GRAYBAR ELECTRIC COMPANY	DO PW 20117088	339.88
<b>TOTAL FOR 130 Direct Purchase Material</b>								<b>336.78</b>

**GENERAL REPORTING CATEGORY: Miscellaneous Charges**

POST DATE	ACCT PERIOD	CHRG UNIT	DOCUMENT ID	OBJECT	OBJECT DESCRIPTION	VENDOR NAME	PO NUMBER OR DOCUMENT DESC	TOTAL EXPENDITURES
11/12/2020	2021/5	47724	PRM PW 21079092	4873	Traffic Control Devices	PATRICIA SONTAG	PDPN PW 21005018	5,844.02
02/23/2021	2021/8	47724	PRM PW 21154318	4873	Traffic Control Devices	PATRICIA SONTAG	PDHQ PW 21011373	2,668.52
08/02/2021	2022/2	47724	PRM PW 22017239	4873	Traffic Control Devices	AAA ELECTRICAL SUPPLY	PDPN PW 22005009	20,312.27
<b>TOTAL FOR Miscellaneous Charges</b>								<b>28,824.81</b>

**Los Angeles County Public Works  
Detailed eCAPS Reporting System (DeRS)**

**Expenditure Detail Report by Project  
From: 05/01/2020 To: 11/30/2021**

**@FLORENCE AVE/ HPK/ 40794**

PROJECT: N2419677 T-S. 0013/ ALAMERA ST @ FLORENCE AVE/ HBK/ 40794

**FUND:** B03 **PUBLIC WORKS - Board Emd**

## GENERAL REPORTING CATEGORY: Miscellaneous Charges

## GENERAL REPORTING CATEGORY: 160 Indirects

**Los Angeles County Public Works**  
**Detailed eCAPS Reporting System (DeRS)**  
**Expenditure Detail Report by Project**  
**From: 05/01/2020 To: 11/30/2021**  
**PROJECT: N2419677 T.S.0013/ ALAMEDA ST@FLORENCE AVE/ HPK/ 40794**  
**FUND: B03 Public Works - Road Fund**

PROJECT SUMMARY FOR: N2419677		
Labor	<b>24,079.23</b>	
Equipment	<b>6,724.47</b>	
Material	<b>13,245.64</b>	
Chargeback (GRC 160)	<b>176.00</b>	
Others	<b>28,824.81</b>	
<b>Total Expenditures</b>	<b>73,050.15</b>	
Less: Deposit	<b>0.00</b>	
<b>Total</b>	<b>73,050.15</b>	

**Los Angeles County Public Works**  
**P.O. Box 7437**  
**Alhambra, CA 91802-7437**  
**Detailed eCAPS Reporting System (DeRS)**  
**Notice of Past Due Invoices (Over 60 Days)**  
**NOT PAID AS OF: Feb 28, 2022**

**Customer Name:** CITY OF HUNTINGTON PARK  
**Customer Address:** DIRECTOR OF PUBLIC WORKS  
6550 MILES AVENUE  
HUNTINGTON PARK, CA 90255  
**Customer No/Address ID:** C000023 / PW37001

22 MAR 16 PW37001

Dear Customer:

Our records indicate that your account is past due. We are sending this reminder in case you have not sent in your payment. Payment is now due and payable. If payment is not received, we may offset any delinquent amount due for services rendered to your agency. The offset may be charged against any amount reciprocally owing including, but not limited to, property tax revenue collected by the County of Los Angeles for disbursement to you. If payment has already been sent, please disregard this notice.

A web-based DPW Customer-Invoice Payment Status Inquiry (IPSI) application is now available to our customers. IPSI allows customers to check on the posting of their payments made against Public Works invoices and to view facsimiles of most invoices dated on or after August 25, 2011. To take advantage of IPSI, simply access the Department's home page at [www.dpw.lacounty.gov](http://www.dpw.lacounty.gov), click on the Invoice Payment Status Inquiry link, select DPW Customer-IPSI, and log in with your Customer Number and Address ID provided on this notice.

If you have any questions on your account or need assistance, please contact the Customer Service Hotline at (626)458-5990.

Invoice No	Date	Days Outstanding	Invoice Amount	Paid to Date	Amount Due
IN220000407	12/08/2021	82	38,168.70	0.00	38,168.70
<b>TOTAL AMOUNT DUE FOR CUSTOMER C000023 / PW37001</b>					<b>38,168.70</b>

**ITEM NO. 8**

# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report



April 19, 2022

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT TWO TO THE  
FY 2021-2022 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) FUNDS**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Conduct a public hearing
2. Approve the Substantial Amendment Number Two to the Annual Action Plan for FY 2021-2022, inclusive of any comments received by the City Clerk during the 30-day public comment period.
3. Authorize City Manager to execute the project and program with the unallocated FY 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021 CDBG funds.
4. Authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD).
5. Amend the Fiscal Year 2021-2022 Budget in accordance with the approved Substantial Amendment, appropriating \$2,961,496 to account number 239-8010-431.76-12.
6. Authorize City staff to electronically transmit the amended components of the FY 2021-2022 Annual Action Plan to the U.S. Department of Housing and Urban Development Department (HUD) via Integrated Disbursement and Information System (IDIS).

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

Each year, the City prepares an Annual Action Plan in connection with the Five-Year Consolidated Plan which details how the City will expend the federal funds that it receives from the Department of Housing and Urban Development (HUD). The Annual Action Plan is a multi-purpose document with two principal purposes:

- The Annual Action Plan identifies the projects and programs to be undertaken during the upcoming fiscal year, and the proposed objectives and outcomes to be achieved within the overall context of the Five-Year Consolidated Plan; and
- The Annual Action Plan acts as the City's application process for federal formula grants, principally comprised of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

The purpose of this agenda item is to present Amendment Number Two (Substantial) to the FY 2021-2022 Annual Action Plan. On July 20, 2021, the Mayor and City Council approved the FY 2021-2022 Annual Action Plan for the use of CDBG and HOME Entitlement funds. On December 21, 2021, the Mayor and City Council approved Amendment Number One to the FY 2021-2022 Annual Action Plan for the use of reallocating unused CDBG Entitlement funds. When the City contemplates making substantial revisions to its adopted Annual Action Plan, a Substantial Amendment is necessary.

The City proposes the following substantial actions:

#### **Unallocated funding from previous years:**

IDIS Act. No.	Activity /Project Title	Amount
n/a	FY2015-2015 Unallocated CDBG funds	\$202,351.32
n/a	FY2016-2017	\$8,159.13
n/a	FY2017-2018	\$362,419.28
n/a	FY2018-2019	\$821,214.69
n/a	FY2019-2020	\$837,392.89
n/a	FY2020-2021	\$729,958.76
		<b>Total</b>
		<b>\$2,961,496.07</b>

**Total reallocation: \$2,961,496.07**

**2021-2022 Newly proposed activity that will receive funding:**

IDIS Act. No.	Activity /Project Title	Amount
n/a	2021-01 SB1 CDBG Street Reconstruction Project (new)	\$2,961.496.07
<b>Total</b>		<b>\$2,961,496.07</b>

2021-01 SB1 CDBG Street Reconstruction Project (Public Works Dept.). The general items of work include, but not limited to: traffic control, trenching, repair & relining of 8" VCP sewer pipe, demolition of existing improvements, grading, relocation of utilities, construction of concrete improvements, such as, sidewalks, curb and gutters, curb ramps, driveways, catch basins; cold milling, concrete and asphalt paving, placement and connection of traffic signal loop detectors and other improvements as shown on Plans and described in these specifications. Location of Work are as follows:

- MILES AVENUE FROM FLORENCE AVENUE TO NORTHERN CITY LIMIT
- SANTA FE AVENUE FROM FLORENCE AVENUE TO 58<sup>TH</sup> STREET

**FISCAL IMPACT/FINANCING**

The City's reallocation of CDBG funds for FY 2021-2022 consists of using unallocated CDBG funds from FY 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021. The total reallocation for this substantial amendment is \$2,961,496.07.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will have no impact on current City services.

**CONCLUSION**

Following tonight's public hearing, Amendment Number One to the Fiscal Year 2021-2022 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) and staff will proceed to fund the Public Works 2021-01 SB1 CDBG Street Reconstruction Project.

AMENDMENT NO. TWO TO 2021-2022 AAP

April 19, 2022

Page 4 of 4

Respectfully submitted,

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

RICARDO REYES  
City Manager

STEVE FORSTER  
Interim Community Development Director