

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda

Tuesday, August 16, 2022

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

Eduardo “Eddie” Martinez
Mayor

Marilyn Sanabria
Vice Mayor

Karina Macias
Council Member



Graciela Ortiz
Council Member

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

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

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

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

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

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

PUBLIC COMMENT

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

JOIN VIRTUALLY AT:

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

OR PARTICIPATE BY PHONE AT:

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

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

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

- 1. RECOGNITION OF NATIONAL NIGHT OUT VENDORS**
- 2. PRESENTATION/REPORT ON HUNTINGTON PARK TUTORING PROGRAM**
- 3. RECOGNITION OF SUMMER TUTORING PROGRAM PARTICIPANTS**
- 4. PRESENTATION ON COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

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
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Aragon et. al. v. City of Huntington Park et. al.
Los Angeles Superior Court Case No.20STCV44933

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 August 2, 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. 2022-31 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:

1. Approve Accounts Payable and Payroll Warrant(s) dated August 16, 2022;

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

4. CONSIDERATION AND APPROVAL TO PUBLISH A REQUEST FOR PROPOSAL TO OBTAIN TECHNICAL EXPERTISE FROM A CERTIFIED TREE ARBORIST AND UPDATE THE URBAN TREE INVENTORY

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish a Request for Proposal (RFP) to obtain professional services from a certified tree arborist and to update the urban tree inventory.

5. CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO OVERSEE THE ONE-TIME STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM

RECOMMENDED THAT CITY COUNCIL:

1. Award the professional services agreement to oversee and implement the one-time State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program to Municipal Waste Solutions for a not-to-exceed amount of \$75,625 payable from Account No. 285-8050-432.56-41.
2. Authorize the City Manager to execute the professional services agreement.

END OF REGULAR AGENDA

PUBLIC HEARINGS

POLICE DEPARTMENT

6. FIRST READING OF AN ORDINANCE ADDING CHAPTER 21 “MILITARY EQUIPMENT USE POLICY,” TO TITLE 4, “PUBLIC SAFETY,” OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH A MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481

RECOMMENDED THAT CITY COUNCIL:

1. Conduct the first reading of the proposed ordinance (Attachment “A”) adding chapter 21 “Military Use Policy, to title 4, “Public Safety,” of the Huntington Park Municipal Code;
2. Conduct a public hearing regarding the “Military Equipment Use Policy,” as required by Assembly Bill 481.

COMMUNITY DEVELOPMENT

7. CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT ONE TO THE FY 2022-2023 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing
2. Approve Substantial Amendment Number One to the Annual Action Plan for FY 2022-2023, inclusive of any comments received by the City Clerk during the 30-day public comment period.
3. Authorize City Manager to execute the HUB Cities Consortium Business Outreach Program with the unallocated FY 2020 CDBG-CV funds.
4. Authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD); and
5. Amend the Fiscal Year 2022-2023 Budget in accordance with the approved Substantial Amendment, appropriating \$80,000.00 to account number 239-0280-490.51-07, Business Outreach Program; and
6. Authorize City staff to electronically transmit the amended components of the FY 2022-2023 Annual Action Plan to the U.S Department of Housing and Urban Development (HUD) via Integrated Disbursement and Information System (IDIS).

END OF PUBLIC HEARING ITEMS

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Karina Macias

Vice Mayor Marilyn Sanabria

Mayor Eduardo “Eddie” Martinez

ADJOURNMENT

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

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 12th day of August 2022.



Eduardo Sarmiento, City Clerk

ITEM NO. 1

ITEM NO. 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, August 2, 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 6:01 p.m. on Tuesday, August 2, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Eduardo "Eddie" Martinez presiding.

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

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

INVOCATION

Invocation was led by Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Sanabria

PRESENTATION(S)

None

PUBLIC COMMENTS

None

STAFF RESPONSE

Councilmember Ortiz motion to correct the Council Communications portion of the agenda to reflect Eduardo "Eddie" Martinez as Mayor and Marilyn Sanabria Vice Mayor and herself as Council Member.

MOTION: Councilmember Ortiz moved correct the Council Communications portion of the agenda to reflect Eduardo “Eddie” Martinez as Mayor and Marilyn Sanabria Vice Mayor and herself as Council Member, seconded by Vice Mayor Sanabria. Motion carried by unanimous consent.

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

NOES: None

CLOSED SESSION

City Attorney Almazan stated that it is appropriate to recess to closed session. Mayor Ortiz recessed into closed session at 6:06 p.m.

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

Mayor Ortiz reconvened the Council meeting from Closed Session at 7:04 p.m.

CLOSED SESSION ANNOUNCEMENT

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

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

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

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

NOES: None

1. CITY COUNCIL MEETING MINTUES

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

- 1-1 Regular City Council Meeting held July 5, 2022
- 1-2 Special City Council Meeting held July 12, 2022

FINANCE

2. CHECK REGISTERS

Approve Accounts Payable and Payroll Warrant(s) dated August 2, 2022;
Approve Accounts Payable and Payroll Warrant(s) dated July 19, 2022

END OF CONSENT CALENDAR

REGULAR MEETING AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL TO SUBMIT A GRANT FUNDING APPLICATION FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 11

MOTION: Vice Mayor Sanabria moved to adopt authorize staff to submit a grant funding application for the Highway Safety Improvement Program Cycle 11 to the California Department of Transportation; and authorize the City Manager to sign all applicable documents, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

4. CONSIDERATION AND APPROVAL TO SUBMIT A FUNDING APPLICATION FOR THE SAFE STREETS AND ROADS FOR ALL PROGRAM

MOTION: Vice Mayor Sanabria moved to authorize staff to submit a funding application for the Safe Streets and Roads for All Program (SS4A); and authorize the City Manager to sign all applicable documents, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

FINANCE

5. **CONSIDERATION AND APPROVAL OF A RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2022-2023**

MOTION: Councilmember Ortiz moved to Adopt Resolution No. 2022-24, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2022-2023 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2022, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

COMMUNITY DEVELOPMENT

6. **CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE COMMUNITY DEVELOPMENT COMPLIANCE SERVICES**

MOTION: Councilmember Macias moved to award a One (1) year professional service agreement (PSA) with an option of two, one-year extensions to provide professional management and administrative services related to the implementation of the City's Community Development Block Grant program and other programs funded through the U.S. Department of Housing and Urban Development (HUD) to the sole responsive and responsible proposer, Michael Baker International for an amount of \$84,500; and approve the hourly rate schedule for as-needed services related to CDBG and HOME programs; and authorize the City Manager to execute the PSA, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

END OF REGULAR AGENDA

PUBLIC HEARINGS

FINANCE

7. **CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING COLLECTION OF DELINQUENT REFUSE CHARGES PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE (172.54 REFUSE COLLECTION FEES)**

Mayor Martinez opened the public hearing.

MOTION: Vice Mayor Sanabria moved to adopt Resolution No. 2022-23, Directing the County Assessor to include delinquent refuse collection fees as a special assessment to be collected at the same time and in the same manner as County taxes (172.54 Refuse Collection Fees), seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

8. **CONSIDERATION AND APPROVAL OF A RESOLUTION ESTABLISHING AND ORDERING THE LEVY AND COLLECTION OF THE ANNUAL SPECIAL TAX FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR 2022-2023**

Mayor Martinez opened the public hearing.

MOTION: Vice Mayor Sanabria moved to adopt Resolution No. 2022-28 Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2022-2023, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

COMMUNITY DEVELOPMENT

9. **APPEAL OF PLANNING COMMISSION DECISION: 3100 FLORENCE AVENUE: NEW CAR WASH PLANNING COMMISSION CASE NO. 2020-04 CUP DP**

Mayor Martinez opened the public hearing.

MOTION: Councilmember Macias moved to uphold the Planning Commission decision and adopt the attached resolution to deny Case No. 2020-04 with the findings therein, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

Prior to beginning item ten (10) Mayor Martinez suggested a brief recess to address the participants of the annual National Night Out event. City Council recessed at 7:35 p.m.

Mayor Martinez reconvened the City Council from recess at 8:15 p.m.

10. APPEAL OF PLANNING COMMISSION DECISION: 6032-6023 SANTA FE AVENUE: REQUEST TO REVOKE (OR MODIFY) CONDITIONAL USE PERMIT FOR BILLIARDS HALL PLANNING COMMISSION CASE NO. 2013-07 CUP

Mayor Martinez opened the public hearing.

MOTION: Mayor Martinez moved to adopt the attached resolution to revoke Conditional Use Permit Case No. 2022-25 with the findings therein., seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

11. CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2022-2023 ANNUAL ACTION PLAN

Mayor Martinez opened the public hearing

MOTION: Councilmember Ortiz moved to adopt the Fiscal Year 2022-2023 Annual Action Plan; and authorize City Manager to prorate allocations to projects and programs with FY 2022-2023 CDBG and HOME entitlement allocations; and authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD); and amend the Fiscal Year 2022-2023 Budget in accordance with the approved Fiscal Year 2022-2023 Annual Action Plan, seconded by Vice Mayor Sanabria . Motion carried by unanimous consent.

(Vote for this item located at top of following page)

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

NOES: None

END OF PUBLIC HEARINGS

DEPARTMENTAL REPORTS

To view the complete report please click the following link [8-2-22 City Council Meeting](#)

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz reminded everyone that school starts for Los Angeles County schools on Monday and urged all adults to smile and encourage all students on their first week back.

Councilmember Macias thanked staff and the Police department for a wonderful National Night Out and shared how nice it is to see the community come together.

Vice Mayor Sanabria also thanked staff and the Police department for a successful Nation Night Out event. She then gave her condolences to the family of Councilmember Manuel "Manny" Avila and his family.

Mayor Martinez also thanked staff and before moving to adjournment asked his fellow Council Member to assist him in reading a special proclamation. The proclamation highlight Mr. Manuel "Manny" Avila, who honorably served as an elected official and contributed to the Huntington Park community in numerous ways.

ADJOURNMENT

Mayor Martinez adjourned the meeting at 9:01 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday July 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

August 16, 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. 2022-31 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

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

Additionally, AB 361 clarifies on the following:

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

**ADOPT RESOLUTION NO. 2022-15 AUTHORIZING THE CITY TO IMPLEMENT
TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361**

July 20, 2022

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

(B) Public Participation and Public Comment

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

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

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

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

(C) Technical Issues

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

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

A local agency acting under the teleconference exemptions ***must make findings about whether the circumstances explained above still apply.*** Specifically, when there is a

**ADOPT RESOLUTION NO. 2022-15 AUTHORIZING THE CITY TO IMPLEMENT
TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361**

July 20, 2022

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continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, AB 361 requires a legislative body to make ***specified findings*** not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and ***to make those findings every 30 days thereafter***, in order to continue to meet under these abbreviated teleconferencing procedures pursuant to AB 361.

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

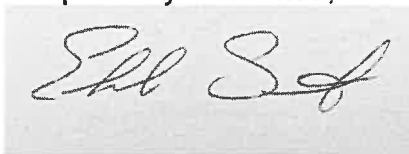
FISCAL IMPACT/FINANCING

There is no fiscal impact with this action.

CONCLUSION

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

Respectfully submitted,



EDUARDO SARMIENTO
City Clerk

ARNOLD M. ALVAREZ-GLASMAN
City Attorney

ATTACHMENT(S)

- A. Resolution No. 2022-31 Authorizing the City to Implement Teleconferenced Open Meetings Pursuant to Assembly Bill 361
- B. Full Text of Assembly Bill 361

ATTACHMENT "A"

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WHEREAS, City of Huntington Park values and places the highest priority on public safety and protecting its community; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 **PASSED, APPROVED AND ADOPTED this** 16th day of August 2022.

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19 Eduardo Martínez,
20 Mayor

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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**

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

**Demand Register
City of Huntington Park
WR 8/16/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADLERHORST INTERNATIONAL LLC	108524	111-7010-421.56-41	DOG FOOD ACCESSORIES	2,900.00
	107941	111-7010-421.61-20	DOG FOOD ACCESSORIES	59.26
	107951	111-7010-421.61-20	DOG FOOD ACCESSORIES	156.24
	108623	111-7010-421.61-20	DOG FOOD K-9	140.08
ALVAREZ-GLASMAN & COLVIN	2022-03-20320	111-0220-411.32-70	GENERAL LAW SERVICES	\$3,255.58
	2022-03-20321	111-0220-411.32-70	SPECIAL LEGAL SERVICES	60,834.10
	2022-03-20322	111-0220-411.32-70	GENERAL LAW SERVICES	4,224.00
	2022-03-20323	111-0220-411.32-70	GENERAL LAW SERVICES	1,010.50
	2022-03-20324	111-0220-411.32-70	GENERAL LAW SERVICES	2,246.50
	2022-03-20325	111-0220-411.32-70	GENERAL LAW SERVICES	807.70
	2022-03-20326	111-0220-411.32-70	GENERAL LAW SERVICES	5,062.00
	2022-05-20340	111-0220-411.32-70	GENERAL LAW SERVICES	305.50
	2022-05-20341	111-0220-411.32-70	GENERAL LAW SERVICES	42,441.63
	2022-05-20342	111-0220-411.32-70	GENERAL LAW SERVICES	6,510.00
	2022-05-20343	111-0220-411.32-70	GENERAL LAW SERVICES	4,747.00
	2022-05-20344	111-0220-411.32-70	GENERAL LAW SERVICES	7,870.79
	2022-05-20345	111-0220-411.32-70	GENERAL LAW SERVICES	513.00
	2022-6-20350	111-0220-411.32-70	LEGAL SVCS JUNE 2022	730.50
	2022-6-20351	111-0220-411.32-70	LEGAL SVCS JUNE 2022	48,498.86
	2022-6-20352	111-0220-411.32-70	LEGAL SVCS JUNE 2022	4,824.00
2022-6-20353	111-0220-411.32-70	LEGAL SVCS JUNE 2022	5,529.70	
2022-6-20354	111-0220-411.32-70	LEGAL SVCS JUNE 2022	254.50	
2022-6-20355	111-0220-411.32-70	LEGAL SVCS JUNE 2022	1,683.74	
				2,137.00
AMAZON.COM SERVICES, INC.	1L6P-L9GY-C1PN	111-6065-466.61-20	SENIOR PROGRAM SUPPLIES	\$200,231.02
				349.96
ANIMAL FRIENDS PET HOTEL.	464189	111-7010-421.61-20	BOARDING &GROOMING K9 PD	\$376.94
	464730	111-7010-421.61-20	BOARDING &GROOMING K9 PD	415.00
		111-7010-421.61-20	BOARDING &GROOMING K9 PD	333.00
	467586	111-7010-421.61-20	BOARDING &GROOMING K9 PD	579.00
AP TECHNOLOGY, LLC	IN031956	111-9010-419.56-41	CHECK SIGNING SOFTWARE	\$1,327.00
				200.00
ARROYO BACKGROUND INVESTIGATIONS	2804	111-7010-421.56-41	EMPLOYEE BACKGROUND	\$200.00
	2811	111-7010-421.56-41	EMPLOYEE BACKGROUND	1,100.00
				1,650.00
AT&T	8/1-8/31	111-6010-419.53-10	FREEDOM PARK	\$2,750.00
	6/20-7/19	111-7010-421.53-10	PD PHONE SERVICE	79.54
	6/21-7/20	111-9010-419.53-10	COMMUNITY CENTER	389.63
	7/23-8/22	111-9010-419.53-10	PUBLIC WORKS YARD	146.23
	7/28-8/27	111-9010-419.53-10	RAUL P PEREZ	90.25
				69.55

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AT&T	7/28-8/27	111-9010-419.53-10	SALT LAKE PARK	79.54
				\$854.74
AT&T MOBILITY	07/17/2022	111-7010-421.53-10	PD WIRELESS PHONES	4,178.27
				\$4,178.27
AT&T PAYMENT CENTER	06/28-07/27	111-7010-421.53-10	PD PHONE SERVICES	2,436.80
				\$2,436.80
BARVOLUZ DINORA	HP040016135	111-0000-351.10-10	PARKING CITATION REFUND	86.00
				\$86.00
BDG LAW GROUP	31281	745-9031-413.32-70	LEGAL SVCS JUNE 2022	14,338.46
				\$14,338.46
BENEFIT ADMINISTRATION CORPORATION	6030680-IN	111-2030-413.56-41	FLEX ADMIN FEES MAY	50.00
	6030726-IN	111-2030-413.56-41	ADMIN FEES FOR JUNE	50.00
	6030771-IN	111-2030-413.56-41	FLEX ADMINISTRATION	50.00
				\$150.00
BOB BARKER COMPANY INC.	INV1789804	121-7040-421.56-14	JAIL SUPPLIES	371.10
	INV1790630	121-7040-421.56-14	JAIL SUPPLIES	7.38
	INV1792136	121-7040-421.56-14	JAIL SUPPLIES	502.08
	INV1792701	121-7040-421.56-14	JAIL SUPPLIES	75.31
	INV1793255	121-7040-421.56-14	JAIL SUPPLIES	753.12
				\$1,708.99
BRINKS INCORPORATED	5019933	111-9010-419.33-10	BANK SVCS JULY	278.93
	5019934	111-9010-419.33-10	BANK SVCS JULY	113.61
				\$392.54
CALIFORNIA CONTRACT CITIES ASSN.	3560	219-0210-413.64-00	ANNUAL MEMBERSHIP FEES	4,400.00
				\$4,400.00
CANNON CORPORATION	81156	111-8010-431.76-12	CONSTRUCTION MANAGEMENT	865.25
	81098	681-8030-461.43-30	WATER ENGINEERING INVEST	9,125.42
				\$9,990.67
CENTRAL FORD	11544	219-8085-431.43-21	CAR PARTS	392.58
	10997	741-8060-431.43-20	CAR PARTS	904.45
	11248(11061)	741-8060-431.43-20	CAR PARTS	226.11
	11250(11096)	741-8060-431.43-20	CAR PARTS	92.21
	11297	741-8060-431.43-20	CAR PARTS	76.91
	11511	741-8060-431.43-20	CAR PARTS	340.60
	11599	741-8060-431.43-20	CAR PARTS	550.59
	11642	741-8060-431.43-20	CAR PARTS	85.55
				\$2,669.00
CHARTER COMMUNICATIONS	8/1/22-8/31/22	111-7010-421.53-10	CITY CLERK INTERNET	13.28
	7/19-8/18	111-9010-419.53-10	CITY HALL BACK UP INTERNET	199.97
				\$213.25
CINTAS CORPORATION NO 3	4106464333	741-8060-431.56-41	DRY CLEANING	358.89
	4124282442	741-8060-431.56-41	DRY CLEANING	430.09

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CINTAS CORPORATION NO 3	4124953182	741-8060-431.56-41	DRY CLEANING	414.26
	4125643938	741-8060-431.56-41	DRY CLEANING	414.26
	9184576687	741-8060-431.56-41	CREDIT	-15.83
				\$1,601.67
CITY CLERKS ASSOCIATION OF CA	07132021	111-1010-411.59-15	CLERK TRAINING -SERIES 300	1,500.00
	07142022	111-1010-411.61-20	CONVEYANCE FEE	20.00
				\$1,520.00
CONCENTRA MEDICAL CENTERS	76034716	111-2030-413.56-41	PRE EMPLOYMENT PHYSICAL	384.00
				\$384.00
CRACOW INC	9402750021	221-8010-431.61-21	HIGH PERFORMANCE ASPHALT	4,996.26
				\$4,996.26
DATA TICKET INC.	HP060002148	111-0000-351.10-10	REFUND FOR A DEPOSIT	58.00
	139674	111-9010-415.56-15	CODE ENFORCEMENT CITATION	81.00
	140532	111-9010-415.56-15	PARKING CITATION PROCESSING	12,129.40
				\$12,268.40
DE LAGE LANDEN	74822890	111-9010-419.44-10	JANUARY CITY CLERK COPIER LEASE	2,196.71
	75774570	111-9010-419.44-10	APRIL CITY CLERK COPIER LEASE	2,489.74
	76398906	111-9010-419.44-10	JUNE CITY CLERK COPIER LEASE	2,241.72
				\$6,928.17
DELTA DENTAL	BE005017096	111-0000-217.50-20	MONTHLY BENEFITS & COBRA	7,817.82
	BE005060937	111-0000-217.50-20	MONTHLY BENEFITS & COBRA	8,832.04
				\$16,649.86
DELTA DENTAL INSURANCE COMPANY	BE005058612	111-0000-217.50-20	MONTHLY BENEFITS & COBRA	2,221.72
				\$2,221.72
DF POLYGRAPH	2022/5	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	175.00
				\$175.00
DUNN EDWARDS CORPORATION	2009342848	111-8095-431.61-50	PAINTS GRAFFITI REMOVAL	983.01
	2009343570	111-8095-431.61-50	PAINT GRAFFITI REMOVAL	409.60
				\$1,392.61
EL GRANERO GRILL, INC.	06092022	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,116.00
	06242022	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,128.00
	07012022	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,116.00
	07062022	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,116.00
	07082022	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,116.00
	07132022	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,128.00
	07152022	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,128.00
	07202022	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,128.00
				\$8,976.00
EMPLOYMENT DEVELOPMENT DEPT.	L1179213698	111-9017-413.52-90	UNEMPLOYMENT INSURANCE	4,075.68
				\$4,075.68
ESTELA RAMIREZ	5088	111-6060-466.33-20	AEROBIC CLASS	364.00
				\$364.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
EXPRESS TRANSPORTATION SERVICES LLC	DAR07012022	219-8085-431.56-45	HP DIAL A RIDE SVCS JULY	69,183.33
				\$69,183.33
FERGUSON ENTERPRISES INC	1611307	111-8024-421.43-10	PURCHASE 100 GALLON	6,172.90
	1612728	111-8024-421.43-10	SUPPLIES FOR WATER HEATER	77.66
	1613235	111-8024-421.43-10	SUPPLIES FOR WATER HEATER	73.28
	1629533	111-8024-421.43-10	SUPPLIES FOR WATER HEATER	74.12
				\$6,397.96
FERNANDO SANTACRUZ	07292238315	741-8060-431.15-25	BOOT REIMBURSEMENT	200.00
	07292238317	741-8060-431.15-25	BOOT REIMBURSEMENT	400.00
				\$600.00
FRIO SERVICE	200722	111-8024-421.43-10	REPAIRS FOR REFRIGERATOR PD	780.00
				\$780.00
GEORGE CHEVROLET	117672	741-8060-431.43-20	CAR PARTS	73.43
				\$73.43
GLORIAS RESTAURANT, INC.	0601-0603	239-0280-490.51-03	EMERGENCY MEAL PROGRAM	2,472.00
	0608-0610	239-0280-490.51-03	EMERGENCY MEAL PROGRAM	2,472.00
	0615-0617	239-0280-490.51-03	EMERGENCY MEAL PROGRAM	2,472.00
	0622-0624	239-0280-490.51-03	EMERGENCY MEAL PROGRAM	2,472.00
	0629	239-0280-490.51-03	EMERGENCY MEAL PROGRAM	1,236.00
				\$11,124.00
GUTIERREZ BACKGROUND INVESTIGATIONS	2022-3	111-7010-421.56-41	FULL BACKGROUND INVESTIGATION	1,000.00
	2022-4	111-7010-421.56-41	BACKGROUND INVESTIGATION	900.00
				\$1,900.00
GWMA	2023-12	111-8030-461.56-42	GWMA ANNUAL MEMBERSHIP	15,000.00
	HTU-22-26	111-8030-461.56-42	HARBOR TOXIC UPSTREAM	545.20
	UR2-22-05	111-8030-461.56-42	LA RIVER UPPER REACH	37,770.95
				\$53,316.15
HASA, INC.	834186	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	259.45
	834187	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	287.27
	834188	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	207.56
	836275	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	259.45
	836276	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	261.16
	836278	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	181.61
				\$1,456.50
IMPACT TIRE SERVICE	4763	741-8060-431.43-20	MOUNT DISMOUNT FLAT TIRE	100.00
				\$100.00
INFRAMARK LLC	79368	283-8040-432.56-41	SEWER LINE INSPECTION MAINT	9,856.00
				\$9,856.00
INNER CITY VISIONS	1005	111-5010-419.56-49	SVCS COMMUNITY DEVELOP	14,252.54
				\$14,252.54
IRMA LOPEZ HERNANDEZ	HPO20027745	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				\$145.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JAVIER CARRILLO	07132022-MAJORS	111-6030-451.33-90	BASEBALL SPORTS PROGRAM	1,863.00
	07132022-MINOR	111-6030-451.33-90	BASEBALL SPORTS PROGRAM	1,863.00
	07132022-SR	111-6030-451.33-90	BASEBALL SPORTS PROGRAM	1,863.00
JAVACHANDRAN CHAITHANYA	HP010015087	111-0000-351.10-10	PARKING CITATION REFUND	\$5,589.00
				145.00
JDS TANK TESTING & REPAIR INC	17615	741-8060-431.43-20	MONTHLY DESIGNATED JULY	\$145.00
				150.00
JERRY'S AUTO BODY, INC.	32547	741-8060-431.43-20	REPAIR AND REFINISH GMC	\$150.00
				998.26
JOSE LUIS IRIARTE	0729228313	741-8060-431.15-20	TOOL REIMBURSEMENT	\$998.26
	07292238316	741-8060-431.15-25	BOOT REIMBURSEMENT	400.00
				200.00
KAJIWARA COMMUNICATIONS	HP0016	111-9010-419.56-41	CONSULTING SVCS JUNE	\$600.00
	HP0018	111-9010-419.56-41	CONSULTING SVCS JULY	8,203.50
				4,314.00
				\$12,517.50
KHANG NGUYEN	HP120006499	111-0000-351.10-10	PARKING CITATION REFUND	60.00
				\$60.00
KNIGHTSCOPE, INC.	INV 1549	229-0210-421.44-10	K-5 MACHINE SVC SUBS.	1,722.62
	INV1548	229-0210-421.44-10	K5 MACHINE AS SVC SUBS	776.33
	INV1553	229-0210-421.44-10	K-5 MACHINE SVC SUBS.	3,751.24
				\$6,250.19
LAN WAN ENTERPRISE, INC	73278	111-7040-421.56-41	FIREWALL LICENSE RENEWAL	3,691.64
	73335	111-9010-419.43-15	IT SVCS MONTHLY MAINT FEE	411.00
				\$4,102.64
LB JOHNSON HARDWARE CO.	122148	535-8090-452.61-20	MATERIAL FOR LIGHTS	144.06
				\$144.06
LEGAL SHIELD	0143713	111-0000-217.60-50	THEFT PROTECTION PLAN	28.90
				\$28.90
LOS ANGELES COUNTY FIRE DEPARTMENT	IN0364107	681-8030-461.42-05	HAZARDOUS DISCLOSURE PROGRAM	559.00
	IN0364480	681-8030-461.42-05	HAZARDOUS DISCLOSURE PROGRAM	559.00
	IN0364844	681-8030-461.42-05	HAZARDOUS DISCLOSURE PROGRAM	559.00
	IN0365682	681-8030-461.42-05	HAZARDOUS DISCLOSURE PROGRAM	559.00
	IN0366319	681-8030-461.42-05	HAZARDOUS DISCLOSURE PROGRAM	559.00
	IN0364106	741-8060-431.42-05	HAZARDOUS DISCLOSURE PROGRAM	4,939.00
	IN0369027	741-8060-431.42-05	HAZARDOUS DISCLOSURE PROGRAM	411.00
				\$8,145.00
LOS ANGELES COUNTY POLICE CHIEF ASN	08/31-09/02	111-7010-421.59-15	LACPCA 2022	200.00
				\$200.00
LOS ANGELES TIMES	10002064114	121-7040-421.56-14	NEWSPAPER SUBS- JAIL	158.71
				\$158.71
MANCILLA ROBERT URQUIETA	HP120009004	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				\$55.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MANUEL PEINADO	HP010031152	111-0000-351.10-10	PARKING CITATION REFUND	60.00
				\$60.00
MAYWOOD MUTUAL WATER COMPANY, NO. 1	07012022	283-8040-432.56-41	WATER CONSUMPTION HP	1,200.00
				\$1,200.00
MERRIMAC ENERGY GROUP	2219451	741-8060-431.62-30	FUEL PURCHASE 4937 GALLON	26,687.09
				\$26,687.09
MICHELLE MARANON	2000005.004	111-0000-347.50-00	CLASS REFUND PAYMENT	60.00
				\$60.00
MORATAYA VANESSA	HP010026398	111-0000-351.10-10	REFUND PARKING CITATION	145.00
	HP020024752	111-0000-351.10-10	REFUND PARKING CITATION	145.00
	HP020025414	111-0000-351.10-10	REFUND PARKING CITATION	145.00
	HP120004047	111-0000-351.10-10	REFUND PARKING CITATION	145.00
				\$580.00
MORTAYA VANESSA	HP010026687	111-0000-351.10-10	REFUND PARKING CITATION	145.00
				\$145.00
MOTOROLA SOLUTIONS, INC	8230375982	111-7010-421.56-41	SERVICE FY 2022-2023	25,065.16
				\$25,065.16
NATALIE RIVERA	HP030043412	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				\$55.00
NEW CHEF FASHION INC.	1034834	111-7010-421.61-20	EMPLOYEE UNIFORM	110.23
				\$110.23
O'REILLY AUTO PARTS	2959-180705	219-8085-431.43-21	CAR PARTS	186.98
	5655-298662	741-8060-431.43-20	CAR PARTS	-16.34
	5655-298690	741-8060-431.43-20	CAR PARTS	147.39
	5655-298715	741-8060-431.43-20	CAR PARTS	32.59
	5655-299041	741-8060-431.43-20	CAR PARTS	63.87
	5655-299266	741-8060-431.43-20	CAR PARTS	73.69
				\$448.18
OEM AUTO PAINT SUPPLIES	147183	111-8024-421.43-10	CAR PARTS	843.00
	147375	535-8090-452.61-20	PAINT PICNIC BENCHES	273.75
				\$1,116.75
OK PRINTING DESIGN & DIGITAL PRINT	2525	111-7010-421.61-20	BUSINESS CARDS	179.99
				\$179.99
ORANGE COUNTY SHERIFFS DEPT	06302022	111-7010-421.59-20	OFFICER TRAINING	92.00
				\$92.00
P.B.R. ENTERPRISE INC.	2149	745-9031-413.32-70	AUDIO SYSTEM	3,750.00
				\$3,750.00
PSYCHOLOGICAL CONSULTING ASSOC, INC	525714	111-7010-421.56-41	OIS DEBRIEFING	770.00
				\$770.00
RAMCAST ORNAMENTAL SUPPLY CO, INC.	1013315-IN	535-8016-431.61-45	STEEL PLATE TRAFFIC SIGNAL	658.05
				\$658.05

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
RICARDO TADEO WASTE OIL SERVICE	62523	741-8060-431.43-20	CAR PARTS	60.00
RINCON CONSULTANTS, INC.	41117	111-5010-419.56-49	PLANNING SVCS- JUNE 2022	\$60.00
				48,500.75
ROSA DA SILVA	HP030042833	111-0000-351.10-10	PARKING CITATION REFUND	\$48,500.75
				55.00
RUBEN BRIANO	HP110002783	111-0000-351.10-10	PARKING CITATION REFUND	\$55.00
				55.00
SMART & FINAL	154399	232-8010-466.55-56	PERFORMING ARTS PARK SUPPLIES	\$55.00
				84.67
SOUTH COAST AIR QUALITY MGMT DISTR.	4033584	681-8030-461.42-05	ANNUAL RENEWAL FEES	\$84.67
	4037091	681-8030-461.42-05	ANNUAL RENEWAL FEES	937.52
				151.85
				\$1,089.37
SOUTHERN CALIFORNIA EDISON	6/7/2022-7/6/22	111-7024-421.62-10	ELECTRICAL BILL-6542 & 6538 MILES	10,518.30
	5/3/22-6/1/22	111-8022-419.62-10	ELECTRICAL BILL- VARIOUS LOCATIONS	3,322.86
	6/17/22-7/18/22	111-8022-419.62-10	ELECTRICAL BILL- 6900 BISSELL	2,429.61
	6/7/2022-7/6/22	111-8022-419.62-10	ELECTRICAL BILL- COURT HOUSE	3,319.19
	5/3/22-6/1/22	111-8023-451.62-10	ELECTRICAL BILL- VARIOUS LOCATIONS	6,488.07
	6/9/22-7/10/22	535-8016-431.62-10	ELECTRICAL BILL- VARIOUS LOCATIONS	25,158.72
	5/3/22-6/1/22	681-8030-461.62-20	ELECTRICAL BILL- VARIOUS LOCATIONS	20,025.84
				\$71,262.59
SOUTHERN CALIFORNIA NEWS GROUP	D308C02B-0002	111-1010-411.54-00	NEWSPAPER PUBLICATIONS	277.10
				\$277.10
SPARKLETT'S	15142085 071422	111-0110-411.66-05	WATER VARIOUS COUNCIL	76.59
				\$76.59
STANDARD INSURANCE COMPANY	003789170002	111-0000-217.50-70	AUGUST MONTHLY PREMIUM	3,627.29
	3789170001	111-0000-217.50-70	JUNE 2022 PREMIUM	6,912.77
				\$10,540.06
STAPLES ADVANTAGE	8067074732	111-7010-421.61-20	POLICE ADMIN	30.65
	8067074732	111-7022-421.61-27	POLICE JAIL OPERATIONS	659.25
	8067074732	111-7040-421.61-31	POLICE RECORDS	98.36
				\$788.26
T-MOBILE USA	6/21/22-7/20/22	111-0110-411.53-10	CELL PHONE SVCS- COUNCIL	193.55
	6/21/22-7/20/22	111-0210-413.53-10	CELL PHONE SVCS- ADMIN	128.26
	6/21/22-7/20/22	111-1010-411.53-10	CELL PHONE- CITY CLERK	38.71
	6/21/22-7/20/22	111-2030-413.53-10	CELL PHONE SVCS- HR	28.58
	6/21/22-7/20/22	111-3010-415.53-10	CELL PHONE SVCS- FINANCE	28.58
	07252022	111-6010-451.56-41	CELL PHONE- PARKS	359.82
				\$777.50
THE FORMS DESK, INC.	27965	111-3010-415.61-20	WINDOW ENVELOPES	799.39
				\$799.39
THE GAS COMPANY	6/10-7/12	111-7024-421.62-10	GAS SVCS- GOVT BUILDINGS	781.87

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
THE GAS COMPANY	6/10-7/12	111-8020-431.62-10	GAS SVCS- GOVT BUILDINGS	61.33
	6/10-7/12	111-8022-419.62-10	GAS SVCS- GOVT BUILDINGS	841.87
	6/10-7/12	111-8023-451.62-10	GAS SVCS- GOVT BUILDINGS	102.93
				\$1,788.00
THE HITT COMPANIES, INC	OE-109796	111-0110-411.66-05	ORDERED NEW PLATE	30.56
	OE-109896	111-7030-421.61-20	NAME PLATE FOR REBECCA	23.77
				\$54.33
TOWN HALL STREAMS	14178	111-1010-411.56-41	FACEBOOK LIVE	300.00
				\$300.00
U.S. ARMOR CORPORATION	38300	111-7010-421.61-20	PD BULLET PROOF VEST	870.74
	37835	111-7022-421.61-24	PD BULLET PROOF VEST	359.13
	37835	233-7010-421.74-10	PD BULLET PROOF VEST	359.12
				\$1,588.99
UNDERGROUND SERVICE ALERT OF SO CAL	22-2300103	221-8014-429.56-41	CA STATE FEE REGULATORY	110.64
	720220129	221-8014-429.56-41	NEW TICKET CHARGES JULY 22	255.00
				\$365.64
UNITED STORM WATER INC	SW39621	111-8031-433.76-17	CIP CONNECTOR SCREEN	144,416.50
				\$144,416.50
US BANK	476308291	111-0210-421.44-10	IBE DIGITAL FINANCING	2,294.83
				\$2,294.83
V & V MANUFACTURING, INC.	55415	111-7010-421.61-20	HP PARK POLICE BADGE	767.06
				\$767.06
VICTORIA TIRE CENTER DRIVE	142291	741-8060-431.43-20	COMPUTER WHEEL ALIGNMENT	65.00
				\$65.00
WATER REPLENISHMENT DISTRICT OF	6302022	681-8030-461.41-00	GROUNDWATER PRODUCTION	85,170.98
				\$85,170.98
WEST & ASSOCIATES ENGINEERING, INC	1008.16.05-11	111-8031-433.76-17	SVCS COMM. DEV. JUNE 2022	7,009.00
	1008.16.05-12	111-8031-433.76-17	STAFFING ARGUMENTATION	6,020.00
				\$13,029.00
XEROX FINANCIAL SERVICES	3331344	111-8020-431.43-05	LEASE PAYMENT XEROX COPIER	59.99
	3331344	285-8050-432.43-05	LEASE PAYMENT XEROX COPIER	59.98
	3331344	681-8030-461.43-05	LEASE PAYMENT XEROX COPIER	59.99
				\$179.96
XPRESS WASH INC	15154	741-8060-431.43-20	CAR WASH SVCS JUNE 2022	1,177.00
				\$1,177.00
				\$965,995.84

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 16, 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 PUBLISH A REQUEST FOR PROPOSAL
TO OBTAIN TECHNICAL EXPERTISE FROM A CERTIFIED TREE ARBORIST AND
UPDATE THE URBAN TREE INVENTORY**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish a Request for Proposal (RFP) to obtain professional services from a certified tree arborist and to update the urban tree inventory.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the May 17, 2022 City Council meeting, the City Council awarded TreePeople the grant to manage and oversee the urban forestry grant funded by the California Department of Forestry and Fire Protection's Urban Forestry Program (CalFire). The grant's objectives are to expand and improve the management of trees and related landscape throughout the City. CalFire grant affords the City the opportunity to advance the development of our sustainable urban and community forest.

TreePeople has assisted the City over the past 5 years to administer urban forestry grants. Part of their responsibility in supervising this grant is to have a certified arborist quantify and qualify the urban forest. The tree arborist shall recommend actions on the next steps to improve the health and wellness of the City's urban forest and enhance the native, drought tolerant vegetation in the City. TreePeople will plant 300 new trees throughout the City and the species will coincide with the tree arborist's general suggestions. Planting of the 300 trees will take place starting in October of 2022 and will encapsulate the community spirit through local volunteer efforts and engage the community to beautify public spaces. Coordination will transpire via public outreach through various social media platforms, collaborating with the appropriate City staff members and elected officials.

CONSIDERATION AND APPROVAL TO PUBLISH A REQUEST FOR PROPOSAL TO OBTAIN TECHNICAL EXPERTISE FROM A CERTIFIED TREE ARBORIST AND UPDATE THE URBAN TREE INVENTORY

August 16, 2022

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A formal RFP will be published to solicit proposals from qualified tree arborist to provide appropriate services related to this program.

The following is a tentative schedule:

RFP ISSUED	August 19, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	September 2, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	September 8, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	September 14, 2022
TENTATIVE CITY COUNCIL AWARD DATE	October 4, 2022
APPROXIMATE NOTICE TO PROCEED DATE	October 10, 2022

LEGAL REQUIREMENT

CAL FIRE shall review it for conformance with the California Urban Forestry Act of 1978 (Public Resource Code 4799.06 to 4799.12), The California Code of Regulations (Title 14, Division 1.5, Chapter 9.7), and this Procedural Guide.

Project Performance Period is from April 8, 2022 through March 30, 2025. Under the terms and conditions of this Grant Agreement, the City agrees to complete the project as described in the project description, and the State of California, acting through the CalFire, agrees to fund the project up to the total state grant amount of \$307,730. The City plans to create an Urban Forest Management Project by conducting a tree inventory data collection on 8,000 sites and canopy cover assessment.

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

FISCAL IMPACT/FINANCING

The CalFire grant allocated \$40,000 towards the tree inventory and \$2,500 towards the use of a professional tree arborist. Once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

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

**CONSIDERATION AND APPROVAL TO PUBLISH A REQUEST FOR PROPOSAL
TO OBTAIN TECHNICAL EXPERTISE FROM A CERTIFIED TREE ARBORIST AND
UPDATE THE URBAN TREE INVENTORY**

August 16, 2022

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Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. RFP - Citywide Tree Inventory Collection and Arborist Services

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
TECHNICAL EXPERTISE FROM A CERTIFIED TREE
ARBORIST AND UPDATE THE URBAN TREE INVENTORY**

PROPOSAL DUE DATE: SEPTEMBER 14, 2002 AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpca.gov

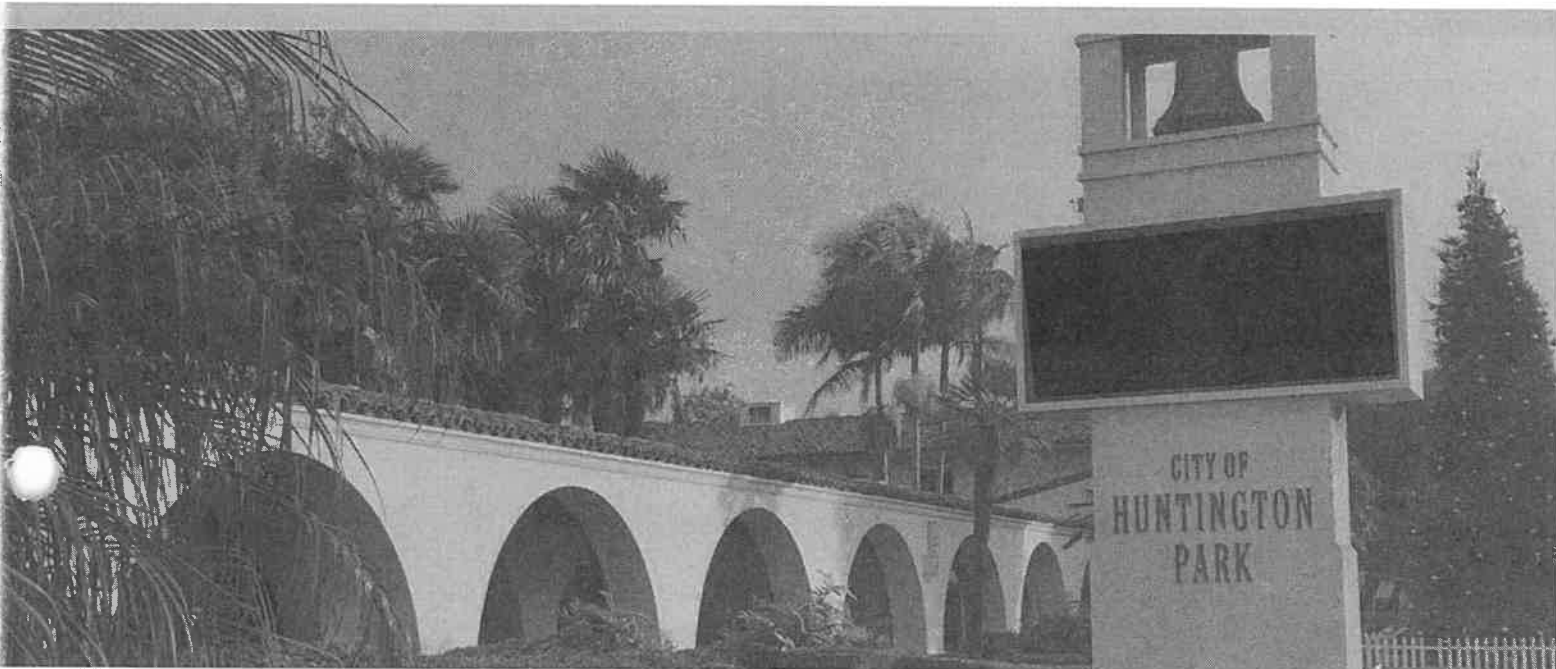


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Professional services: Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

1. INTRODUCTION

The City of HUNTINGTON PARK (City) is seeking proposals from qualified consulting professionals experienced in Citywide Tree Inventory Collection and Arborist Services.

2. OVERVIEW

The City has received grant funding from the California Department of Forestry and Fire Protection to develop and implement an Urban Forest Management Plan. A crucial component of this plan will include the development of a tree inventory. The tree inventory will be used to guide urban forest management activities. The City is seeking bids from qualified entities to conduct and update the citywide tree inventory for all street, park, public facilities and other locations with trees within the City's jurisdiction (right-of-way). Additionally, this bid includes a request for arborist services to provide technical support and development of the Urban Forest Management Plan.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide a complete updated tree inventory of all city owned trees. The complete inventory will include a web-based map version and data sheet with specific attributes as detailed in Tasks 1 and 2. The consultant will also provide technical support for the Urban Forest Management Plan. The consultant applying should have significant experience in providing this type of service.

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

A. Task 1 – Citywide Tree Inventory Collection

Consultant will furnish all materials, equipment, labor, and services to provide a complete updated citywide tree inventory. City grant amount is \$40,000.

The consultant shall conduct a complete tree inventory of all city owned trees, and shall accomplish, at a minimum but not limited to collecting tree and planting site data with specific attributes and produce a geographic information system (GIS) based inventory and maps:

1. Conduct a complete tree inventory that includes all city owned trees within the City boundaries, including but not limited to public right-of-ways, City easements, streets, parkways, medians, parks and open spaces, City facilities, etc.
2. Data collected for tree location shall be collected with global positioning system (GPS) equipment.

Professional services: Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

3. Minimum collection attributes for a complete tree inventory shall include but not limited to:
- a. Mapping coordinate. X and Y coordinate locations (latitude and longitude). Each tree and planting site shall be located using GPS equipment and GIS maps.
 - b. Unique Identifier. Each tree location shall be identified by subdivision or a coding system.
 - c. Site information. Street name and address.
 - d. Block side. Site location information such as side, front, right, left, rear, or median - using a consistent method of coding (ex. F-1, F-2, S-1, S-2, etc.).
 - e. Species. Trees shall be identified by genus and species, and by common name.
 - f. Diameter. Tree trunk diameter shall be measured to nearest 1-inch and recorded at four- and one-half feet (4 ½') above grade.
 - g. Height and Spread. Trees height and spread shall be measured in feet and/or classified by range of size.
 - h. Stems. The number of stems shall be recorded.
 - i. Condition. In general, the condition of each tree will be recorded using methods and rating system accepted and/or established by the International Society of Arboriculture (ISA).
 - Excellent - 100%
 - Very Good - 90%
 - Good - 80%
 - Fair - 60%
 - Poor - 40%
 - Critical - 20%
 - Dead - 0%
 - j. Observations. General observations referring to a tree's health and structure.
 - k. Clearance Required. Trees, which are causing or may cause visibility or clearance difficulties for pedestrians or vehicles, will be identified, as well as trees blocking line-of-sight visibility of signs or traffic signals.

Professional services: Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

- l. Hardscape Damage. Damage to sidewalks and curbs by tree roots are noted and recommendations for potential fixes for the problem are encouraged.
- m. Overhead Utilities. The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.
- n. Grow space. The area within the growing space is categorized as (example):
 - L Lawn easement
 - W Well/Pit
 - M Median
 - Pw Parkway
 - Pl Planter
 - Pk Park
 - Open space
- o. Space size. The narrowest dimension of the grow space, measured in feet (i.e., three feet by three feet (3'x3') cutout, four-foot (4') parkway, open parkland, etc.).
- p. Damage or infestation. Identify any damage caused by mechanical equipment or significant pest, insect, or disease infestation.
- q. Vacant tree site. Identify all available tree planting spaces equal to and greater than 3'x3'.
- r. Maintenance. Primary maintenance needs shall be included using the ANSI A300 pruning standards for primary maintenance needs and type of pruning requirement:
 - i. Priority 1 Removal. Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have a large percentage of a dead crown and pose an elevated level of risk or failure. Any hazards that could be seen as potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees that are high liability of risks and are included in this category. These trees are the first ones that should be removed.

Professional services: Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

- ii. Priority 2 Removal. Trees that should be removed but do not pose a liability as great as the first priority will be identified. This category would need attention as soon as “Priority One” trees are removed.
- iii. Priority 3 Removal. Trees that should be removed, but pose minimal liability to persons or property, will be identified in this category.
- iv. Priority 1 Prune. Trees that require the removal of hazardous deadwood, hangers, or broken branches. These trees have broken or hanging limbs, hazardous deadwood, and dead, dying, or diseased limbs or leaders greater than four (4) inches in diameter.
- v. Priority 2 Prune. These trees have dead, dying, diseased, or weakened branches between two (2) and four inches (4) in diameter and are potential safety hazards.
- vi. Large Tree Routine Prune. These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. Trees in this category are large enough to require bucket truck access or manual climbing.
- vii. Small Tree Routine Prune. These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. These trees are small growing, mature trees that can be evaluated and pruned from the ground.
- viii. Training Prune. Young, large-growing trees that are still small must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. These trees, up to twenty feet (20') in height, can be worked with a pole-pruner or by a person standing on the ground.
- ix. Stump Grind/Removal. This category indicates a stump that should be stump ground below grade level and/or removed.
- x. Plant Tree. During the inventory, vacant planting sites will be identified by street and address. The size of the site is designated as small, medium, or large (indicating the ultimate size that the tree will attain), depending on the growing space available and presence of overhead wires.

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A complete (100%) tree inventory, collected data and all associated maps in a geographic information system (GIS) shall be submitted in a digitized format, and shall be compatible with the City's computer hardware and software and shall become the property of the City. A complete 100% tree inventory shall be completed by **January 23, 2023**.

B. Task 2 – Arborist Services

Consultant will furnish all materials, equipment, labor, and services to provide technical support and development of the Urban Forest Management Plan. City grant amount is \$2,500. The consultant shall provide technical assistance for the development of the City's Urban Forest Management Plan. Arborist technical assistance will include plan review, plan recommendations, development of technical sections, and providing additional resources as requested by the City. The consultant shall ensure personnel that is providing technical assistance is experienced and holds relevant certifications in municipal forest management. It is recommended that the consultant provide an hourly rate for arborist services. The specific tasks and their outcomes will be subject to change based on the Urban Forest Management Plan development needs. The City will maintain discretion over the arborist services provided.

4. KEY PERSONNEL

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

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

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

6. INSURANCE REQUIREMENTS

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

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project,

Professional services: Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

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

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

8. SELECTION PROCESS

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

- Negotiations regarding a fair and reasonable price may occur subsequent to consultant selection. Though cost is not the driving force behind selecting a consultant to perform the tasks as described in this RFP, the City is conscientious of the available funding provided by the grant.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

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

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Professional services: Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

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

Qualifications and Experience of Consultant's Personnel: Maximum 2-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

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

References: Each consultant must include at least 2 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks

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on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate task under which the service will be provided.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**Citywide Tree Inventory Collection and Arborist Services**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hpcg.gov

Questions regarding this proposal shall be submitted via email by **SEPTEMBER 2, 2022 at 5:00 PM**.

In response to all questions received by this date, City may issue an Addendum and/or send out an email to all of the individuals that downloaded the RFP no later than **SEPTEMBER 8, 2022 at 5:00 PM**. The addendum and/or responses will be emailed to all RFP recipients on record.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, SEPTEMBER 14, 2022**, to:

City of Huntington Park – City Clerk's Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

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

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

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations

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- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

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

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	August 19, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	September 2, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	September 8, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	September 14, 2022
TENTATIVE CITY COUNCIL AWARD DATE	October 4, 2022
APPROXIMATE NOTICE TO PROCEED DATE	October 10, 2022

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



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

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

RECITALS

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

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

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

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

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

I.
ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

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

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

Professional services: Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:
CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

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

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

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

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

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.
INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 4.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V. INDEMNIFICATION

- 5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

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

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

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

VI. TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

VII. MISCELLANEOUS PROVISIONS

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

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

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

Professional services: Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

7.7 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

Professional services: Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

- 7.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 NON-WAIVER: The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 MISCELLANEOUS:
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

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

7.24 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

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

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

- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if vendor has employees)

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

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

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

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Professional services: Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

6550 Miles Avenue

Huntington Park, CA 90255

www.hps.org

(323) 584-0250

Professional services: Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

Must have a Contact Name & Phone number or email address

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Agent or Broker Name & Address

INSURED

Insured Name & Address

<small>CONTACT NAME</small>	<small>FAX</small>
<small>PHONE</small>	<small>INSURER(S) AFFORDING COVERAGE</small>
<small>EMAIL</small>	<small>NAME</small>
<small>ADDRESS</small>	
<small>INSURER A</small>	
<small>INSURER B</small>	
<small>INSURER C</small>	
<small>INSURER D</small>	
<small>INSURER E</small>	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	CURRENT POLICY PERIOD	LIMITS
<div style="display: flex;"> <div style="width: 40%;"> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> OCCUR <input type="checkbox"/> LOC</p> <p><input type="checkbox"/> OTHER</p> </div> <div style="width: 60%;"> <p>AUTOMOBILE LIABILITY</p> <p><input checked="" type="checkbox"/> ANY AUTO: OWNED, AUTOS ONLY; RENTED, AUTOS ONLY; OTHER, AUTOS ONLY</p> <p><input type="checkbox"/> NONOWNED/RENTED AUTOS ONLY</p> <p>UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> </div> </div>	Policy Number	Current Policy Period	Each Occurrence: \$2,000,000 Damage to Rented Autos: \$1,000,000 Med Exp: \$5,000 Personal & Adv: \$1,000,000 General Aggregate: \$4,000,000 Products: \$1,000,000
<p><input type="checkbox"/> AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> OWNED AUTOS ONLY; RENTED AUTOS ONLY; OTHER AUTOS ONLY</p> <p><input type="checkbox"/> NONOWNED/RENTED AUTOS ONLY</p>	Policy Number	Current Policy Period	Contingent Single Limit: \$1,000,000
<p><input type="checkbox"/> UMBRELLA LIAB</p> <p><input type="checkbox"/> EXCESS LIAB</p>	Policy Number	Current Policy Period	Each Occurrence Aggregate: \$1,000,000 Each Accident: \$1,000,000

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Insureds Declaration, may be attached if more space is required)

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE

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

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

Request for Proposal Page | 35

Professional services: Certified Tree Arborist & Update City Urban Forest (Tree Inventory)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

CG 20 12 04 13

© Insurance Services Office, Inc., 2012

Page 1 of 1

ITEM NO. 5



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 16, 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 A PROFESSIONAL SERVICES AGREEMENT TO OVERSEE THE ONE-TIME STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the professional services agreement to oversee and implement the one-time State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program to Municipal Waste Solutions for a not-to-exceed amount of \$75,625 payable from Account No. 285-8050-432.56-41.
2. Authorize the City Manager to execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled July 5, 2022 City Council meeting, the City Council authorized staff to publish a Request for Proposal (RFP) to obtain services to oversee and implement the one-time State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program. City is the recipient of Grant Number OWR1-21-0403, which is meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016. This grant program provides the City with funding to assist with the implementation of regulation requirements associated with SB 1383. SB 1383 establishes statewide targets to reduce the amount of organic waste disposal in landfills (50% reduction by 2020 and 75% by 2025). It also sets a goal to recover at least 20% of edible food that is thrown away by 2025 by donating it to people in need.

On July 8, 2022, the City Clerk's Office published the RFP in a newspaper of general circulation and Public Works posted the RFP on the City's website and other forms of electronic media. On August 2, 2022, the City received three proposals from the following firms:

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO OVERSEE THE ONE-TIME STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM

August 16, 2022

Page 2 of 2

1. Municipal Waste Solution: \$75,625.00
2. APTIM: \$83,821.75
3. MSW Consultants: \$83,980.00

Based on the need to complete this task as mandated by CalRecycle, it is staff's recommendation to award the professional services agreement to Municipal Waste Solutions.

LEGAL REQUIREMENT

CalRecycle requires the submittal of an Expenditure Itemization Summary (EIS) every six months and a Final Report at the end of the grant term.

FISCAL IMPACT/FINANCING

Municipal Waste Solutions submitted a proposal and fee schedule in the amount of \$75,625 in accordance with the requirements stipulated in the RFP. CalRecycle electronically wired the City the funds in the amount of \$84,098. Staff recommends the award of the PSA to Municipal Waste Solutions for a not-to-exceed fee of \$75,625 payable from Account No. 285-8050-432.56-41.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Municipal Waste Solutions PSA
2. Proposals

ATTACHMENT "A"



**PROFESSIONAL SERVICES AGREEMENT
OVERSEE THE ONE-TIME STATE DEPARTMENT OF RESOURCES RECYCLING AND
RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **16th of August 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Municipal Waste Solutions (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **August 16, 2022 to June 30, 2024**. It is the CONSULTANT'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONSULTANT'S compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$75,625** (hereinafter, the "Not-to-Exceed Fiscal Year Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONSULTANT'S charges are projected to exceed the Not-to-Exceed Fiscal Year Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Fiscal Year Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month,

CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONSULTANT'S monthly compensation is a function of hours worked by CONSULTANT'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE AND CONTACT INFORMATION: CONSULTANT hereby designates Susan Contreras to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this

Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

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

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

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

material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT'S duties or obligations under this Agreement without the prior written consent of 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 CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT'S strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT 'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT'S officers, employees, agents, or SUB-CONSULTANT is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT'S officers, employees, agents, or SUBCONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT 'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONSULTANT, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT and are not officials, officers,

employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT and SUB-CONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONSULTANT or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONSULTANT dual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

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

IV. INDEMNIFICATION

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

officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials; officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT'S, SUB-CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

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

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

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

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all SUB-CONSULTANTS working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Municipal Waste Solutions
Susan Contreras, President
PO BOX 2045
Blue Jay, CA 92317
Office: 909-234-9099
Email: mwsenvironmental@gmail.com

CITY:

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

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

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

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

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

CITY OF HUNTINGTON PARK:

MUNICIPAL WASTE SOLUTIONS:

By: Ricardo Reyes
City Manager

By: Susan Contreras

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

MUNICIPAL WASTE SOLUTIONS

August 2, 2022

**Proposal to
THE CITY OF HUNTINGTON PARK
To Oversee and Implement CalRecycle SB 1383
Local Assistance Grant Program**



Submitted by:





*City of Huntington Park
MWS Proposal to Oversee and Implement
CalRecycle SB 1383 Local Assistance Grant Program
August 2, 2022*

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

Dear Mr. Roldan,

It is with great pleasure and anticipation that Municipal Waste Solutions (MWS) looks forward to the opportunity of continuing to provide Solid Waste & Recycling Consulting Services to the City of Huntington Park. In anticipation, MWS has developed this Proposal (Proposal) for your review. The Proposal is designed to ensure compliance with California Legislation, Hauler Compliance and Implementation of the City's SB 1383 Organic and Food Waste Recycling and Procurement Programs. Having worked in the solid waste consulting and contract management industry for over 30 years, and with the City of Huntington Park for the last several years, our services are well suited for the City of Huntington Park relating to solid waste and recycling legislation such as AB 939, AB 341, AB 1826, SB 1383 and related legislation. Attached you will find our Proposal and Statement of Qualifications as requested in the City's Request for Proposal (RFP).

MWS has conducted various solid waste compliance tasks as consultant for the City of Huntington Park and is intimately familiar with the current status of SB 1383, existing progress, and future plans as the City prepares for a new Solid Waste Collection and Recycling Franchise Agreement (Franchise Agreement) with Valley Vista Services (VVS). As you know, MWS has worked closely with the cities of El Monte and La Puente implementing SB 1383 plans with VVS and is very familiar with their level of contribution, professional staff and program designs for implementation of actual organic collection and processing programs. With our deep understanding of the City's current and previous SB 1383 progress, plan(s) and requirements, we believe that we are best suited to assist the City in overseeing SB 1383 grant management, administration, budgeting, expenditures, and reporting while working hand in hand with Valley Vista.

In summary, MWS is eager to provide the continuity of service to the City towards success of recycling and solid waste programs, integrated with the services we are proposing today.

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

We are looking forward to serving the City,

Susan Contreras
President
P.O box 2045
Blue Jay, CA 92317
(909) 234-9099



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CONSULTANT'S BACKGROUND

MWS has comprehensive knowledge of all Solid Waste and Recycling Legislation including but not limited to AB 32, AB 939, AB 827, AB 341, AB 1826 and SB 1383. MWS also has past and current experience with overseeing grant allocations, expenditures, and reporting, in multiple similar municipalities. With the recent advent of edible food donation and inedible food recycling, we have made it our mission to become experts in this process and possess extensive experience in assisting businesses with setting up and maintaining organic diversion programs.

The most recent SB 1383 projects developed, managed and directed by MWS in the similar cities of La Puente, El Monte, Maywood, and Huntington Park itself, may be employed and modified to accelerate the SB 1383 grant program for the City. In addition, due to the proximity and types of cities we are servicing, MWS can offer economies of scale other firms may find difficult to employ. Municipal Waste Solutions' programs and references similar to the requirements of the City's RFP are detailed below in the "Qualifications and Experience of Consultant's Personnel".

The team members at MWS are now recognized as SB 1383 experts, overseeing the implementation and enforcement of new programs for municipalities seeking to outsource these critical tasks to expert consultants. Such services may also augment City Staff with regard to CalRecycle compliance and reporting.

The same MWS Team, that has been assisting the City these last few years, will be assigned to this specific project and have prior and ongoing experience executing SB 1383 implementation; conducting waste audits; conducting workshops for educating local residents; creating comprehensive website content and information for the public; producing and presenting educational Power Points; grant administration and assistance; and outreach and education to residents, businesses, and to Tier 1 and Tier 2 edible food generators; as well as diverse expertise in other solid waste and recycling related aspects.

It is understood that the City of Huntington Park has been approved for CalRecycle's SB 1383 Implementation Assistance Grant in the amount of \$84,089 and should have already received the funds. The funds were budgeted for the consultant to oversee the implementation of SB 1383. As such, we have outlined each component necessary to administer the Grant and to implement and monitor the City's SB 1383 Program which is required to come into Compliance with CalRecycle in the fee schedule. It is essential to oversee the implementation to achieve CalRecycle Compliance with the current hauler's non-compliance with their contract and SB 1383 Requirements, which presents potential scrutiny by CalRecycle and possible fines against the City being levied. To have the continuity of MWS overseeing the implementation process, communication with CalRecycle, the hauler, the businesses and community will be crucial.

MWS has completed the process of identifying all Tier 1 and Tier 2 edible food generators in the City of Huntington Park. Upon determining which businesses belong to the appropriate category, MWS began the process of conducting outreach and education to each qualifying business to ensure awareness of new laws and regulations required under SB 1383. With constant communication to the businesspeople of Huntington Park, we quickly began to build long lasting relationships and motivate compliance during the implementation phase of SB 1383 by providing



*City of Huntington Park
MWS Proposal to Oversee and Implement
CalRecycle SB 1383 Local Assistance Grant Program
August 2, 2022*

solutions to any obstacles, and the necessary tools and guidance toward compliance without modifying their current business model and day to day operations. We believe this is advantageous to the City of Huntington Park in such a way that implementation of the grant money will be seamless, effective, efficient, and will achieve the City's goals and objectives of the existing grant funds.



QUALIFICATIONS AND EXPERIENCE OF CONSULTANT'S PERSONNEL

Municipal Waste Solutions, Inc.

Founded in 2009 by Ms. Susan Contreras as a sole proprietorship, and incorporated in 2020, Municipal Waste Solutions (MWS), based in the County of San Bernardino, operates as a boutique consulting firm specializing in municipal solid waste handling services provided under exclusive and/or semi-exclusive franchises to local government. MWS is a financially stable corporation with no history of bankruptcy or litigation and has no hindrances that would impede the completion of the project.

MWS has comprehensive knowledge of all Solid Waste and Recycling Legislation including but not limited to AB 32, AB 939, AB 827, AB 341, AB 1826 and SB 1383 as well as regulations regarding collection, processing, and marketing of recyclables and organics and regarding collection, processing and disposal of waste directed to landfills. In addition, MWS has comprehensive knowledge of franchise contract provisions, local service challenges, and applicable best practices in the industry.

Simultaneously, MWS exercises a global perspective, advising cities on comprehensive policy issues that directly affect all properties within a given jurisdiction. MWS is well suited to undertake the key tasks contemplated herein.

Under Ms. Contreras' leadership, and as previously mentioned, the team members at MWS are recognized as SB 1383 experts, overseeing the implementation and enforcement of new programs for municipalities seeking to outsource these critical tasks to expert consultants. Such services may also augment City Staff with regard to CalRecycle compliance and reporting.

In reviewing the Tasks and Subtasks required to assist the City in achieving successful implementation of SB 1383 programs, MWS has chosen an exceptionally qualified team that will meet and exceed the City's expectations with timely development and implementation solutions. As MWS has sufficient staffing and expertise for the City of Huntington Park's needs, we will not be utilizing subcontractors or sub-consultants.

MWS' proven success includes but is not limited to:

- Hauler Franchise Compliance
- Management of Enforcement
- Comprehensive Hauler Audits Resulting in over \$4.5 million dollars for contracted cities
- Ordinance Writing
- Grant Writing
- Grant Administration
- Programs for Construction & Demolition Debris
- Hauler Contract Negotiations
- Transition Oversight
- Oversight of Recycling & Organic Diversion Programs
- Used Oil Recycling Grant Management
- Beverage Container Grant Management
- Household Hazardous Waste Facility Management.
- Consistently meeting all schedules and deadlines required

MWS is currently contracted for oversight of all SB 1383 Program Development and Implementation as well as Grant Administration for the following cities:

City of El Monte **December 2004 to 2014 / 2019 to Current**

Beginning in 2004, in partnership with Huls Environmental, Susan Contreras, owner of MWS, coordinated the structure and transition of the residential waste and recycling service to two exclusive haulers and continued to monitor the Franchise compliance. In 2007-2008, MWS was instrumental in coordinating the structure and transition of the Commercial, Multi-Family and Temporary Services routes into an equitable split amongst four haulers with seven different Franchise Agreements. Continuous monitoring of the haulers was performed to ensure compliance with the Franchise Agreements. In addition, two comprehensive compliance and performance audits were conducted on all seven franchise agreements which uncovered & recouped over \$2 million dollars due to the city. As a result, MWS successfully assisted in negotiating and transitioning from 4 haulers to 3 haulers and ultimately down to 1 hauler. Beginning in 2009, Ms. Contreras went in-house to fully manage the City's Environmental Services Department as well as the HHW Facility, the Beverage Container and Used Oil Grant Programs.

MWS continues overseeing the City of El Monte's Solid Waste and Recycling Programs as well as hauler compliance to ensure compliance with CalRecycle. In the review of hauler fees paid to the City, MWS uncovered a formula error which resulted in another \$1,000,000 that was previously underpaid to the City. With SB 1383 compliance upon us, MWS identified Program Gaps and drafted the City's Action Plan for AB 1826 and SB 1383 Implementation, drafted the City's SB 1383 Enforcement Ordinance, Procurement Ordinance and El Monte's C & D Ordinance and program procedures. MWS is the Administrator of the SB 1383 Implementation Grant and relentlessly manages the implementation of Organic programs and recordkeeping in the City to ensure CalRecycle Compliance and reporting.

City of La Puente **June 2015 to Current**

In 2015, MWS was contracted in La Puente to further prepare and implement the City's SRRE and HHWE. MWS maintains and monitors both elements and prepares all reports required by CalRecycle. The disposal tonnage is analyzed and reported to CalRecycle as the City is bordered by Unincorporated LA County and 50% of their waste reported to the DRS is mis-allocated which affects compliance. MWS has been successful in assisting the City in achieving compliance with CalRecycle. The franchised hauler's performance and compliance with their contract and State mandates is monitored and reviewed. In addition, as a result of low participation in the Organics Program, MWS developed an action plan to address the Program Gaps. The necessary tasks to close program gaps were determined as well as enforcement methods to successfully compel participation. In addition, MWS oversees the Solid Waste and Recycling; drafted the SB 1383 Enforcement and Procurement Ordinance; Administrator of the SB 1383 Implementation Grant and oversees the successful implementation of Organic programs in the City which ensures CalRecycle Compliance.

City of Maywood **December 2016 to Current**

MWS was contracted in December 2016 to bring the City of Maywood into compliance with CalRecycle's Compliance Order and Mandates as well as filing quarterly and annual CalRecycle reports. As a result, we were able to substantially reduce penalties and extend the timeframe for compliance. In addition, MWS conducted a performance review of the then contracted hauler and due to default, transitioned the City to an emergency hauler while evaluating proposals in response



to an RFP as well as performed oversight of the transitioning and performance of the new hauler. MWS also obtained and administers the annual Beverage Container Grants and Expenditure Reports.

As a result of low participation in the AB 341 and SB 1383 Recycling and Organics Program, MWS developed an action plan to address these Program Gaps identified by CalRecycle. The necessary tasks to close program gaps within the State's desired timeline were determined as well as enforcement methods to compel participation. MWS drafted the C&D Ordinance in 2017 to comply with CalRecycle and CalGreen and drafted the Mandatory Recycling Ordinance which was implemented in January, 2019. Additionally, MWS oversees all aspects of the City's Solid Waste and Recycling. In response to SB 1383 Mandates, MWS drafted the SB 1383 Enforcement Ordinance and Procurement Ordinance; obtained funding through and Administers the SB 1383 Implementation Grant; and oversees the implementation of Organic Programs in the City to ensure CalRecycle Compliance.

City of Huntington Park February 2020 to Current

In response to Program Gaps identified by CalRecycle, MWS developed an action plan to address these. The necessary tasks to close program gaps within the State's desired timeline were determined as well as enforcement methods to compel participation. In addition, MWS oversees the City's Solid Waste and Recycling; has drafted the SB 1383 Ordinance and Procurement Ordinance as well as developed Organic programs. SB 1383 implementation is in process to ensure CalRecycle Compliance. Additionally, MWS administers the City's Beverage Container and Used Oil Recycling Grants.

Most recently, during the performance review of the current hauler, MWS found the hauler to be out of compliance with their diversion requirement resulting in fines of approximately \$1,000,000. Consequently, in partnership with Integrity Waste Environmental Consultants, MWS developed and managed the Request for Proposal process which successfully resulted in a new Hauler Franchise Agreement with more favorable terms for the City and its residences.

Former Clients - Past Projects

- City of Lynwood: Hauler Audit and Compliance Oversight
-uncovered 1.5 million dollars due to the City
- Lynwood Unified School District Developed & Managed RFP Process
- City of Bell: Performed Hauler Audit & Compliance Oversight

MWS has worked for many years and under many different circumstances that directly relate to this project. As shown above, our expertise in the specifics of SB 1383 and our previous experience in administering grants, makes us a qualified candidate for the awarding of this contract. The relation to previous work that we have completed will expedite the process of implementation and will allow us to do so effectively.



PROPOSED PERSONNEL

Program Manager

Susan Contreras/President & Principal Consultant – Municipal Waste Solutions



Ms. Contreras has been involved in Solid Waste and Recycling Management since 1990 and the inception of the California Integrated Waste Management Act (AB 939) while working for Emcon Associates, Inc. In 1992, she went on to collaborate with Americlean Environmental as well as Huls Environmental to incorporate the Source Separation and Recycling Elements (SSRE's) into the general plans for the over thirty (30) jurisdictions in which they operated. Ms. Contreras also assisted RIS and Huls Environmental Management in the preparation of waste characterizations studies, financial analyses, and operational research for the development and implementation of Waste Diversion Programs required under AB 939.

Ms. Contreras has also developed Request for Proposals and conducted procurement processes in the cities of El Monte, Huntington Park, Maywood, and the Lynwood Unified School District, which in all cases resulted in a successful award to a qualified firm with more favorable terms and services. MWS has also managed the transition between exclusive solid waste service providers post award to ensure a successful launch of any and all enhanced services available under the new Franchise.

Ms. Contreras is currently providing ongoing solid waste and recycling consulting services to the cities of Huntington Park, Maywood, El Monte, and La Puente, in areas including, but not limited to, SRRE updates; hauler financial/performance reviews and contract compliance; development and implementation of C&D diversion programs pursuant to CALGreen standards; recycling and organic recovery programs; SB 1383 implementation and reporting; management of the procurement process for solid waste services; hauler contract negotiations; transition management; and the Administration of SB 1383 Implementation Assistance Grant, along with Beverage Container and/or Used Oil Recycling Grants.



Key Personnel

Kelly Trimmer/Food Recovery Specialist & Senior Consultant– Municipal Waste Solutions

Ms. Trimmer is a highly motivated Recycling Coordinator with a background in recycling outreach, marketing, and customer interaction, performing efficiently with respect to AB 939, AB 341, AB 1826 and SB1383. She has excellent relationship-building, communication, and project management skills to garner attention for recycling, procurement, and food donation/rescue. Ms. Trimmer is also well versed as a Food Recovery Specialist while ascertaining compliance status and assisting Food Generators by facilitating Food Donation partnerships. She is also conversant on solid waste franchise agreements and assists with document review and development.

Along with her Public Education and Outreach responsibilities, she provides staff support for the SB 1383 Recordkeeping as well as Used Oil and Beverage Container Grants for MWS' client cities of Huntington Park, Maywood, El Monte, and La Puente.

Kyle Ippolito/Regulatory Specialist & Staff Consultant – Municipal Waste Solutions

Mr. Ippolito has been actively involved in the waste management industry for over 5 years, augmenting his prior exposure to the nature and specifics of the industry for the previous 14 years. He has worked at the ground level of many different types of waste management projects, including that of medical waste (Bio Waste), household hazardous waste, C&D, sensitive document destruction, E-Waste, and most relevant to this project, organic waste.

Before joining MWS in 2021, he had spent the last two years closely working with diverse haulers regarding customer service, logistics, and compliance with Municipal Ordinances. This scope includes waste stream assessments/analyses, and close cooperation with haulers operating in multiple jurisdictions seeking solutions to offset insufficient third party diversion rates.

Most recently, his focus has been the implementation of SB 1383, coordinating activities with local businesses to ensure full program compliance. This is occurring now in the cities of El Monte, La Puente, Huntington Park, and Maywood. Such activities include waste assessments, outreach, and education, as well as disseminating the proper educational materials for said businesses to comply with all applicable City and State Mandates.



REFERENCES

City of El Monte

Contact Information:

Salvador Mendez
Public Works and Utility Director
City of El Monte
(626) 580-2058
salmendez@elmonteca.gov

City of La Puente

Contact Information:

Troy Grunklee
Director of Administrative Services
City of La Puente
(626) 855-1500
tgrunklee@lapuente.org

City of Maywood

Contact Information:

Jennifer E. Vasquez
City Manager
City of Maywood
(323) 562-5712
jennifer.vasquez@cityofmaywood.org

City of Huntington Park

Contact Information:

Cesar Roldan
Director of Public Works
City of Huntington Park
O: 323-584-6320 | M: (323) 929-0760
croldan@hpcg.gov



TASK COMPLETION APPROACH AND METHODOLOGY

Approach

- *Conduct Situational Assessment*
- *Identify Optimal Collection Program Options w/Pricing Considerations*
- *Prepare Report/Recommendations for City – Present Same – Solicit Feedback*
- *Develop SB 1383 Implementation Plan for City Review and Future Adoption*
- *Proceed with Program Implementation*
- *Post Implementation – Program Monitoring/Enforcement & CalRecycle Reporting*

Methodology

To efficiently provide the City with Program Management and Reporting, outlined below are the steps necessary to ensure compliance with SB 1383 Regulations.

Development of Implementation Plan

1. Evaluate all current programs and draft a detailed program report
2. Review schedule of upcoming community events and determine where education and outreach can be incorporated
3. Develop the implementation plan based on our findings and knowledge of what is necessary for the City to be in compliance

Execution of Implementation Plan

1. Provide input on SB 1383 for the City's Website
2. Oversee the rollout of organic carts/bins
3. Review and determine approval status of SB 1383 waivers
4. Oversee Contamination Monitoring Route Review/Waste Audits
5. Develop an Outreach and Education Campaign, which will include Organic Waste and Edible Food Recovery, to ensure the residents and businesses are aware of requirements and regulations
6. Conduct site visits to Tier 1 and Tier 2 edible food generators which will further our path to compliance
7. After the previous tasks are completed, MWS will then review Tier 1 and Tier 2 compliance
8. Having already compiled the list of donation centers, MWS will assist Tier 1 and Tier 2 edible food generators with setting up donation programs that best fit their needs and schedules.



Procurement Target

1. After identifying all eligible procurement options approved by CalRecycle, MWS will determine what options are most logical and economically beneficial to The City
2. After determining the options, MWS will develop a procurement options plan report for the City's review and implement

Ensure That Huntington Park is Complying with SB 1383 Regulation

1. MWS will monitor SB 1383 implementation collection and edible food recovery while keeping easily accessible records and data
2. MWS will monitor franchised hauler's SB 1383 contractual compliance for assurance of requirements being met
3. Draft progress reports entailing all information on compliance to identify if there are any remaining gaps or compliance regulations not being practiced
4. MWS will act as the City's liaison to CalRecycle for all regulatory compliance communications, revision of programs, data reports, Local Implementation Plan development, submittal of required reports and conference calls/Zoom type meetings

Work Collaboratively with Franchised Hauler

1. Hosting a kickoff meeting with the franchised Hauler will ensure that staff of both parties are up to date on the needs of The City and are on the same page moving forward
2. After the kickoff meeting and the establishment of what information and data needs to be shared, MWS will coordinate the exchange of all necessary information
3. MWS will Work collaboratively on implementation of all required programs to meet the City's and CalRecycle's requirements seamlessly
4. MWS will collaborate on outreach and education for The City's residents and business owners, making certain that all required material is obtainable and understandable to the public

SB 1383 Grant Administration and Recordkeeping

MWS will assist in administering the implementation grant and create and maintain perfect recordkeeping logs of all funds administered from the grant as well as all required compliance records, which includes but is not limited to the following:

1. Create and Maintain Recordkeeping Log
2. Contamination Minimization Records
3. Organic Waste Service Collection Records
4. Organic Waste Self Haul Service Collection Records
5. Waiver and Exemption Records
6. Edible Food Recovery Program Records
7. City's Organic Waste Derived Procurement Purchases



8. City's Recycled Paper Procurement Purchases
9. Inspection, Route Review, and Compliance review reports
10. Complaints and Investigations of Complaints
11. Mechanisms, Contracts, and Agreements
12. Program Records
13. Education and Outreach records
14. Records of Enforcement Actions Undertaken

Having compiled the records listed above, we will then be in a position to report to CalRecycle on the City of Huntington Park's SB 1383 Compliance.

We look forward to further discussing the City's needs and continuing to work with you on these compliance endeavors.

FEE SCHEDULE/COST PROPOSAL

Under separate cover, as required by the RFP, MWS is pleased to submit its Fee Schedule and Estimated Time Breakdown. Please note that this Fee Proposal reserves 10% of the Grant Funds for the City to mitigate their expenditures for personnel time on SB 1383 Implementation.

MWS PROPOSAL FOR THE CITY OF HUNTINGTON PARK
To Oversee & Implement CalRecycle SB 1383 Local Assistance Grant Program
NOT-TO-EXCEED 2 YEAR FEE PROPOSAL

Estimated Breakdown of Time

Tasks and Subtasks	Principal Consultants	Senior Consultants	Staff Consultants	Administrative Consultants	Total Hours	Subtotal
Hourly Rate	\$130.00	\$110.00	\$90.00	\$65.00		
Development of Implementation Plan						
Evaluate the Programs and Draft Program Gap Report	5	2	0	0	7	\$870
Review Schedule of Upcoming Community Events	0	0	2	0	2	\$180
Develop Implementation Plan	6	4	2	2	14	\$1,530
<i>Development of Implementation Plan Total</i>	<i>11</i>	<i>6</i>	<i>4</i>	<i>2</i>	<i>23</i>	<i>\$2,580</i>
Execution of the Implementation Plan						
Provide SB 1383 Input for City's Website	1	2	2	0	5	\$530
Oversee Rollout of Organic Carts/Bins	6	4	2	0	12	\$1,400
Review & Approve SB 1383 Waivers and Draft Reports	5	8	25	1	39	\$3,845
Oversee Contamination Monitoring Route Review/Waste Assessments	12	6	6	2	26	\$2,890
Develop an Outreach and Education Campaign Including Organic Waste and Edible Food Recovery	5	8	8	0	21	\$2,250
Tier 1 & 2 Edible Food Generators Site Visits	0	10	10	0	20	\$2,000
Review Tier 1 & 2 Compliance	5	5	20	0	30	\$3,000
Assist Tier 1 & 2 Generators with Donation Programs	8	8	30	5	51	\$4,945
<i>Execution of the Implementation Plan Total</i>	<i>36</i>	<i>45</i>	<i>99</i>	<i>8</i>	<i>187</i>	<i>\$20,860</i>
Procurement Target						
Identify Procurement Options	5	8	10	0	23	\$2,430
Develop a Procurement Plan	4	5	3	2	14	\$1,470
<i>Procurement Target Total</i>	<i>9</i>	<i>13</i>	<i>13</i>	<i>2</i>	<i>37</i>	<i>\$3,900</i>
Ensure that the City is Complying with SB 1383 Regulations						
Monitor SB 1383 Implementation Collection and Edible Food Recovery	15	10	8	3	36	\$3,965
Monitor Franchised Hauler's SB 1383 Contractual Compliance	15	8	5	2	30	\$3,410
Draft Progress Reports	8	4	4	2	18	\$1,970
Assist with CalRecycle Communication	15	8	5	2	30	\$3,410
<i>Huntington Park Compliance with SB 1383 Regulations Total</i>	<i>53</i>	<i>30</i>	<i>22</i>	<i>9</i>	<i>114</i>	<i>\$12,755</i>

Work Collaboratively with Franchised Hauler							
Kickoff Meeting with Franchised Hauler		3	2	2	0	7	\$790
Coordinate Information		4	4	6	2	16	\$1,630
Collaborate on Implementation		10	8	8	2	28	\$3,030
Collaborate on Outreach and Education		8	5	10	2	25	\$2,620
Collaborate with Franchised Hauler Total		25	19	26	6	76	\$8,070
SB 1383 Grant Administration and Recordkeeping							
Implementation Grant Reporting		16	4	2	0	22	\$2,700
Create and Maintain Recordkeeping Log		6	5	3	0	14	\$1,500
Compile Contamination Minimization Records		6	6	0	0	12	\$1,440
Compile Organic Waste Service Collection Records		8	8	4	0	20	\$2,280
Compile Organic Waste Self Haul Service Collection Records		5	8	5	2	20	\$2,110
Compile Waiver and Exemption Records		2	5	5	2	14	\$1,390
Compile Edible Food Recovery Program Records		5	8	4	2	19	\$2,020
Compile City's Organic Waste Derived Procurement Purchases		6	4	4	0	14	\$1,580
Compile City's Recycled Paper Procurement Purchases		4	2	2	0	8	\$920
Compile Inspection, Route Review, and Compliance Review Reports		8	4	4	0	16	\$1,840
Compile Complaints and Investigations of Complaints		5	4	3	0	12	\$1,360
Compile Mechanisms, Contracts, and Agreements		3	3	0	0	6	\$720
Compile Program Records		8	3	3	0	14	\$1,640
Compile Education and Outreach records		6	3	3	0	12	\$1,380
Compile Records of Enforcement Actions Undertaken		6	4	4	0	14	\$1,580
Report to CalRecycle on the City's SB 1383 Compliance and Provide all Requested Records		10	8	8	0	26	\$2,900
Collaborate with Franchised Hauler Total		78	67	44	6	195	\$27,460
ALL PHASES 2 YEAR TOTAL		157	203	377	57	794	\$75,625

ATTACHMENT "B"



REQUEST FOR PROPOSAL

CALRECYCLE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM

August 2, 2022



PROPOSED TO:

CITY OF HUNTINGTON PARK
Cesar Roldan
6550 Miles Avenue
Huntington Park, CA 90255

PROPOSED BY:

**APTIM ENVIRONMENTAL
& INFRASTRUCTURE, LLC**
3240 El Camino Real, Ste 230
Irvine, CA 92602



August 2, 2022

City of Huntington Park – City Clerk's Office
Attn: Cesar Roldan, Director of Public Works
6550 Miles Avenue
Huntington Park, CA 90255

Subject: City of Huntington Park – RFP to Oversee and Implement State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program

Dear Mr. Roldan:

Aptim Environmental & Infrastructure, LLC (APTIM) appreciates the opportunity to submit our qualifications to the City of Huntington Park (City). We recognize and understand the challenges the City faces overseeing and implementing SB 1383 programs. Leveraging more than 30 years' experience supporting government agencies with solid waste programs, we offer the City a highly skilled team to assist with the management and implementation of major program components and elements that are required under SB 1383 for jurisdictional compliance.

APTIM recently hired two California Joint Power Authority (JPA) professionals to our Waste Minimization Team who will lead the City of Huntington Park project. These two professionals, Patti Toews and Kelly York, were completely responsible for all aspects of AB 939 programming and the successful implementation of SB 1383, AB 341, and AB 1826 for seven cities and twelve special districts. They have walked in your shoes and have 23 years of combined experience designing, implementing, and maintaining programs to meet federal, state, and local solid waste regulations. These new team members are fully supported throughout the project by other subject matter experts from APTIM. In short, unlike our competitors who advise local government, our team has successfully navigated the local government side and has the specialized skillsets necessary to oversee and successfully implement the City of Huntington Park's Local Assistance Grant Program.

As the designated contact person for APTIM, **I have read, understood, and agree to all statements in this request for proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced.** All information contained in APTIM's proposal is factual and accurate. We understand that the terms and conditions contained in the RFP will be incorporated into the final consultant agreement. Our proposal will remain in effect for 90 days after receipt by the City of Huntington Park, and is conditioned on the negotiation of a final, mutually agreeable contract for consulting services. We look forward to the opportunity to work with the City on this important project.

Sincerely,
Aptim Environmental & Infrastructure, LLC

Todd Stockberger
Vice President, Program Management
3240 El Camino Real, Suite 230, Irvine CA 92602
813.240.8654 | todd.stockberger@aptim.com

Expect the Extraordinary.

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CONSULTANT'S BACKGROUND



Consultant's Background

APTIM Background and Professional Expertise

APTIM is a leading provider of environmental services for private sector and federal, state, and local government customers. Whether it is safeguarding and maintaining critical infrastructure, helping communities recover from natural disasters, implementing large-scale regulatory compliance programs, or helping clients design meaningful ESG initiatives, APTIM strives to deliver new, innovative, and adaptive solutions for our customers each day. For the last 30 years, APTIM has serviced government, commercial, and industrial customers by providing full-scale engineering, compliance and permitting, site assessment and remediation, solid waste engineering and design, operations and maintenance, construction management, resiliency, sustainability, and energy efficiency solutions.

Specific to solid waste, APTIM is one the nation's largest providers of integrated solid waste services and has developed and implemented solid waste management programs and strategies for units of local government to address federal, state, and local regulatory requirements. APTIM provides a range of services related to solid waste and organics program management, implementation, and compliance, resulting in experience that is uniquely matched to the City's needs on this project. Specifically, our organics program management experience includes:

APTIM has provided comprehensive solid waste management planning and implementation services for over 60 public agencies representing over 10 million people in 16 states.

- ▶ Waste management services
- ▶ Waste characterization assessments and contamination monitoring
- ▶ Route audits and waiver reviews
- ▶ Business and multifamily education and compliance inspections
- ▶ Edible food recovery education and compliance support
- ▶ Procurement and capacity planning support
- ▶ Regulatory compliance reviews, reporting, and recordkeeping
- ▶ Public education and outreach

We have supported clients in major metropolitan areas, such as the Cities of Los Angeles, Austin, Chicago, Philadelphia, and Ann Arbor to monitor and measure progress towards aggressive waste diversion goals set locally and through state regulations. In California we assist our clients in evaluating regulatory requirements and establishing programs to manage a variety of organic wastes, including food waste, which are the focus of SB 1383 and the City's

contract. We have developed outreach, training, and education campaigns and materials for customers to promote waste reduction opportunities and support customer-specific waste diversion efforts. APTIM routinely supports government and commercial clients with waste characterization audits to identify contamination and opportunities for improved compliance with local and state regulatory requirements. Lastly, we've worked closely with commercial generators to identify and implement edible food recovery programs and partners to address compliance with SB 1383 requirements.

APTIM's Unique Qualifications

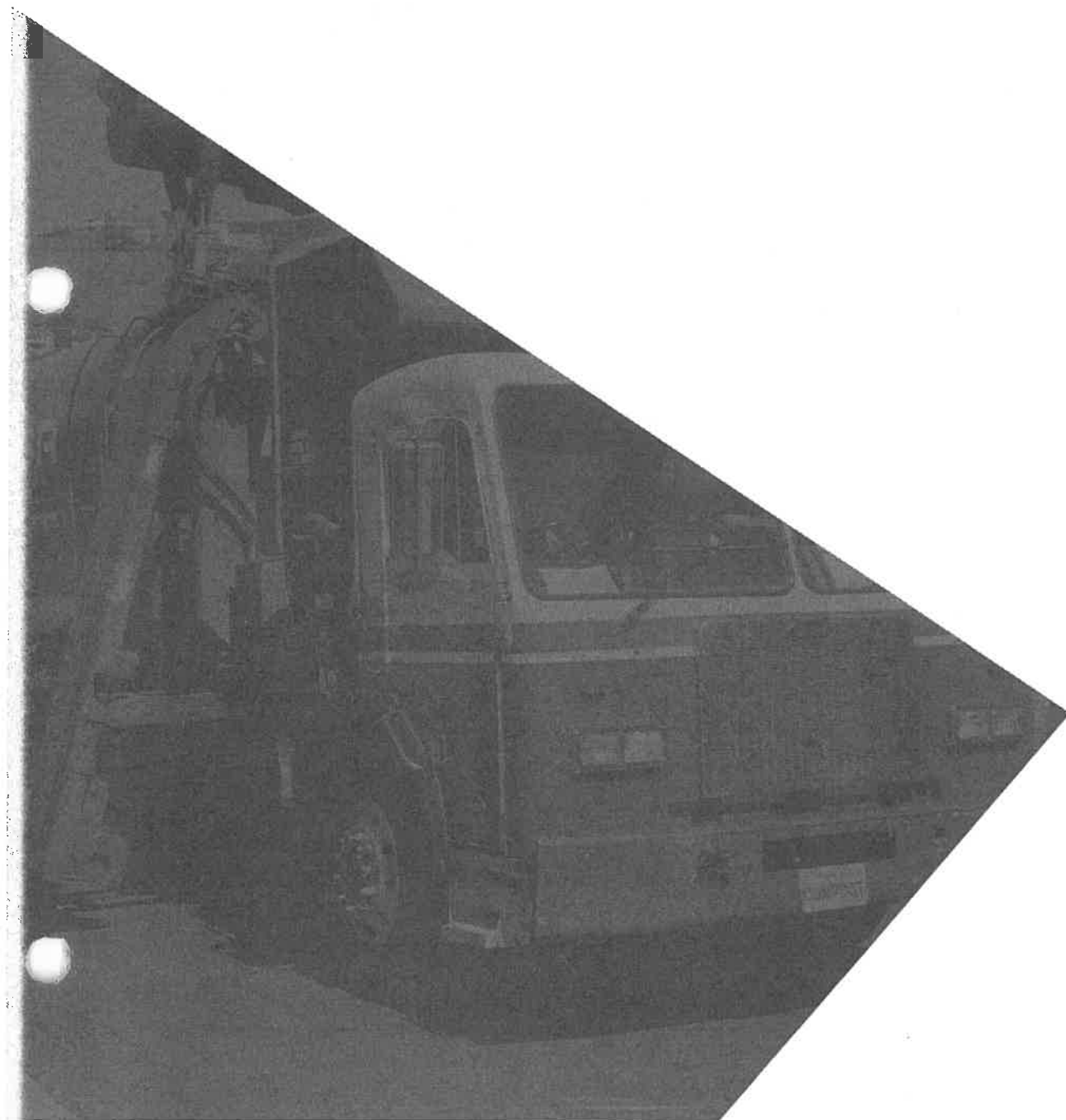
Unlike other consultants who advise government clients, yet haven't worked in local government, APTIM employs two former local government solid waste professionals: Patti Toews, Former Interim Executive Director, and Kelly York, Former Deputy Director, from a Central California Joint Power Authority (JPA). These two seasoned professionals will oversee and execute the City's tasks under this project. In their previous positions, Ms. Toews and Ms. York were responsible for all aspects of AB 939 programing, managing six hazardous waste facilities, CalRecycle reporting, and the successful implementation of SB 1383, AB 341, and AB 1826 for seven cities (Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and the City of San Luis Obispo), twelve additional special districts, and navigating five different hauling companies with 21 separate contracts.

Ms. Toews and Ms. York understand firsthand what it is like to directly report to board members, effectively manage staff, stakeholders, and haulers, navigate diverse opinions and political perspectives, funding, and regulatory issues through the eyes of a local government official. In short, they have 23 years of combined experience working for a government authority and the specialized skillsets necessary to successfully oversee, implement, and manage the City's SB 1383 program needs.

Benefits of the APTIM Team

- ▶ Capacity Planning Data Collection Experience
- ▶ Extensive Hauler Contract Update Experience
- ▶ Edible Food Recovery Program Development and Compliance Experience
- ▶ Route Review, Waiver, and Commercial Compliance Experience
- ▶ CALGreen, MWELo, Construction and Demolition, Hazardous Waste Program Experience
- ▶ Recycled Content Product, Compost, Mulch, and Energy Procurement Experience

QUALIFICATIONS AND EXPERIENCE OF CONSULTANT'S PERSONNEL



Qualifications and Experience of Personnel

Summary of Relevant Work Experience

Our team has a clear reporting structure from our Executive Sponsor to Program Manager to Project Task Manager. Additional project administrators and graphic professionals from APTIM will provide support as needed. Our key personnel have performed identical scopes for multiple local government entities and have the expertise to ensure the City's objectives are successfully met. The following provides brief professional summaries followed by the resumes of APTIM's key personnel.

MAIN ELEMENTS OF SB 1383



Executive Sponsor Amy Martinez, CHMM, PMP, TRUE Advisor has over 17 years of experience providing regulatory compliance and permitting solutions to local governments and private sector clients. She served as the Project Manager for the LASAN residential food waste pilot project to assist with the implementation of LASAN's first pilot project for managing residential organic waste. Additionally, Ms. Martinez has extensive experience supporting commercial customers to meet California requirements related to solid waste, including ongoing work to implement programs for generator compliance with AB 1826 and SB 1383. She will serve as the Executive Sponsor to the City and will ensure the APTIM team executes the scope of services to meet and exceed the City's expectations.

Program Manager Patti Toews has worked for local government for more than 16 years, first for the City of Fresno, and then for the San Luis Obispo County Integrated Waste Management Authority (IWMA). During her tenure at the IWMA, Ms. Toews was responsible for all aspects of AB 939 programing, managing six hazardous waste facilities, CalRecycle reporting, and the successful implementation of SB 1383, AB 341, and AB 1826 for seven cities (Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and the City of San Luis Obispo), twelve additional special districts, and navigating five different hauling companies with 21 separate contracts. Ms. Toews has worked directly with and reported to board members, effectively managed staff, stakeholders, and haulers expectations. She has had to navigate diverse opinions and political perspectives, funding, and regulatory issues through the eyes of a local government official. Ms. Toews will serve as your primary point of contact overseeing the entire project. She will focus on waste hauler agreement updates, administration report preparation, landfill monitoring, compliance, grant management, and regional, state, and agency coordination.

Project Task Manager Kelly York has served as a Deputy Director and Program Manager in the solid waste and recycling industry since 2021. Prior to that role, Ms. York worked in the hauling industry for Waste Management. Similar to Ms. Toews, while at IWMA, Ms. York was responsible for all aspects of AB 939 programming, managing six hazardous waste facilities, CalRecycle reporting, and the successful implementation of SB 1383, AB 341, and AB 1826 for seven cities (Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and the City of San Luis Obispo), twelve additional special districts, and navigating five different hauling companies with 21 separate contracts. On this project, Ms. York will provide analytical support to provide guidance on regulatory requirements on AB 341, AB 1826, SB 1383, NOIC compliance, hauler permitting, C&D, CALGreen, and MWELO program, and be the public education and outreach lead.

The following table summarizes our team's experience with each major element of the SB 1383. We have also included an **Appendix: Scope of Services** that details the services we provide for each task necessary to manage your program.

Major Elements of SB 1383	APTIM	Patti Toews	Kelly York
Organics and Recycling Collection Compliance	●	●	●
Contamination Monitoring	●	●	●
Education and Outreach	●	●	●
Capacity Planning	●	●	●
Procurement Requirements	●	●	●
Edible Food Recovery		●	●

Office Locations

APTIM has three offices in California (Concord, Irvine, and San Diego). The Irvine office located at 3240 El Camino Real in Irvine, California will be our project office for this contract. While we are a large company with significant resources, we are committed to serving the City with a dedicated and California experienced project team with specific expertise managing and implementing programs for SB 1383 compliance.

PROPOSED PERSONNEL



Proposed Personnel

AMY MARTINEZ CHMM, PMP, TRUE ADVISOR

CLIENT SPONSOR | APTIM

Amy has over 17 years of experience developing and managing project scopes, budgets, and schedules for retail, hospitality, telecommunications, utility and state and local government clients. Her project focus includes solid/hazardous/organic waste management, zero waste, EHS compliance audits, and stormwater management. She also has expertise in California Hazardous Materials Business Plans (HMBPs), interacting with the California Unified Program Agencies (CUPAs) and Air Quality Management Districts on behalf of clients, developing and executing waste characterization audits, and overseeing hazardous waste transportation and disposal services.

Prior Experience

Client Program Manager, Aptim Environmental & Infrastructure, LLC, Irvine, CA, 2009 – Present

- ▶ Supports client projects and office staff to ensure client satisfaction
- ▶ Responsible for project management, proposal development, and people management

Project Manager, In-Sink Food Waste Disposal Pilot Program, Bureau of Sanitation, City of Los Angeles, CA

June 2017 – March 2019

The object of the pilot program was to use residential food waste disposers to divert food waste from landfills to the sewer conveyance system to the Hyperion Water Reclamation Plan (HWRP). Conducted bench-scale treatability test to assess transformation rates of food waste within the conveyance system and impacts of influent wastewater characteristics on the HWRP; prepared a water reclamation model to determine the impact of residential food scrap on the City's wastewater plant operations; conducted waste characterization audits to evaluate residential food scrap diversion; and conducted CCTV surveys and collected wastewater samples to evaluate physical and chemical characterization of the residential wastewater. Amy was responsible for the overall execution and delivery of the project scope, maintaining the project schedule and achieving key project milestones, and reporting on project costs and small business set aside requirements.

Education

MA, Environmental and Resource Policy, The George Washington University, Washington, DC

BA, Environmental Studies and Economics, Dickinson College, Carlisle, Pennsylvania

Training

40-Hour HAZWOPER and annual updates

Registrations/Certifications

Program Management Professional- PMI

Certified Hazardous Materials Manager (CHMM)

PATTI TOEWS

PROGRAM MANAGER | APTIM

Patti has 16 years of experience providing strategic and administrative program support for counties, cities, special districts landfills, material recovery facilities, and transfer stations to comply with environmental/solid waste regulations. Ms. Toews has been responsible for all aspects of AB 939 programing, managing six hazardous waste facilities, CalRecycle reporting, and the successful implementation of SB 1383, AB 341, and AB 1826 directly for local government entities. She designs, implements, educates, and monitors cradle to grave extended producer responsibility programs. She tracks, compiles, and submits waste studies, audits, and regulatory reports.

Prior Experience

Aptim Environmental & Infrastructure, LLC, Local/State Government Sustainability/Waste Management Solutions Consultant, Irvine, CA, March 2022 – Present

- ▶ Assists counties, cities, and special districts to comply with environmental/solid waste state regulations
- ▶ Supports landfills, material recovery facilities, and transfer stations to meet environmental/solid waste mandates

San Luis Obispo County Integrated Waste Management Authority, Interim Executive Director, San Luis Obispo, CA, September 2021 – March 2022

- ▶ Planned and directed overall agency operations, programs, and budgetary functions for solid waste, recycling, food scrap/green waste diversion, hazardous waste, and extended producer responsibility collection programs, including the county-wide planning elements and activities
- ▶ Provided strategic and administrative program leadership for a wide range of solid waste resource management initiatives, including AB 393, AB 341, AB 827, AB 1826, and SB 1383 to ensure compliance
- ▶ Managed agency staff, field staff, and oversaw six hazardous waste facilities

Education

Master of Public Policy,
California Polytechnic State
University, San Luis Obispo

BS, California State
University, Fresno

Professional Affiliations

Solid Waste Association of
America, 2008

North American Hazardous
Materials Management
Association, 2007

California Resource Recovery
Association, 2006
National Waste & Recycling
Association, 2006

Professional Certifications

SWANA Certified Zero Waste
Principles and Practices, 2022

SWANA Certified HHW &
CESQG Collection
Operations, 2014

North American Hazardous
Materials Management
Association, HAZWOPER
Manager Certified

San Luis Obispo County Integrated Waste Management Authority, Deputy Director, San Luis Obispo, CA, April 2021 – September 2021

- ▶ Monitored and analyzed state mandated (18) member agency program requirements verifying operational efficiencies and regulatory compliance
- ▶ Supervised and evaluated the performance of SB 1383 agency/field staff and six hazardous waste facility teams
- ▶ Assisted director in developing and monitoring the annual budget for mandated programs, controlled and authorized expenditures
- ▶ Established and maintained program planning and activity timelines/priorities, estimated time, personnel, and resource requirements for programs, and monitored progress of programs

San Luis Obispo County Integrated Waste Management Authority, Program Director, San Luis Obispo, CA, March 2008 – April 2021

- ▶ Implemented, educated, and monitored all EPR retail take-back programs related to battery (365 locations), fluorescent lighting (112 locations), paint (23 locations), mercury thermostats, sharps, and unwanted medications county-wide
- ▶ Tracked, reported, and submitted the county's Annual Report, Form 303, and grant program performance documents

City of Fresno, Solid Waste Management, Recycling Coordinator, Fresno, CA, November 2005 – March 2008

- ▶ Supervised city's state mandated waste reduction, recycling, and diversion programs. Directly managed, trained, and mentored eleven field, office, outreach, and research staff
- ▶ Monitored and evaluated collection data to ensure regulatory compliance
- ▶ Prepared, submitted, and provided performance (activities/accomplishments/cost incurred) reports to granting agencies
- ▶ Provided funding justification/prepared expenditure direction for commercial and residential recycling program budget allocation

KELLY YORK

PROJECT TASK MANAGER | APTIM

Kelly was Deputy Director and Program Manager in the solid waste and recycling industry for seven years. She has hands-on experience coordinating, planning, and managing the implementation of SB 1383, AB 341, and AB1826. She assists cities with tasks to meet the regulatory requirements tasks and milestones, construction, and demolition debris program, and leads public education and outreach.

Prior Experience

Aptim Environmental & Infrastructure, LLC, Sustainability-Waste Minimization Manager, Irvine, CA, July 2022 – Present

- ▶ Monitor and analyze state mandated program requirements
- ▶ Provide outreach to businesses, multifamily residences, lid flipping, and contamination monitoring staff
- ▶ Develop data repositories for collection and reporting
- ▶ Establish and maintain program planning and activity timelines/priorities, estimated time, personnel, and resource requirements for programs, and monitored progress of programs

San Luis Obispo County Integrated Waste Management Authority, Deputy Director & Program Manager, CA, February 2021– July 2022

- ▶ Coordinated, planned, directed, and managed efforts for SB 1383 and other programs
- ▶ Supervised program staff in implementing agency programs
- ▶ Monitored and analyzed state mandated planning requirements, directed, and coordinated work plans for program staff
- ▶ Assigned activities and projects for implementation of SB 1383 and other programs
- ▶ Assisted member agencies with ordinances, franchise agreements related to state mandates
- ▶ Developed, coordinated, and led webinars for member agencies, local nonprofit groups, and commercial business to educate them on state regulations

Waste Management, Operations Specialist, Atascadero CA, January 2015 – February 2021

- ▶ Oversaw and managed the daily operations of the local customer service office, assisted in hauler routing, and solid waste and recycling education related to state mandates

Education

General Education, Certificate
in Emergency Medicine, Santa
Barbara City College,
California

Professional Affiliations

Interim Co-Chair for SLO
County Food System Coalition
Policy Working Group

Solid Waste Association of
America, 2008

North American Hazardous
Materials Management
Association, 2007

California Resource Recovery
Association, 2006

National Waste & Recycling
Association, 2006

REFERENCES



References

APTIM team members Ms. Toews and Ms. York, were responsible for developing and implementing programs that enabled their member agencies to meet the previously listed state-mandates, including hiring/training outreach and education field team for businesses, multifamily complexes, waiver verification checks, and route reviews.

The following three public agency references are from cities that were facing significant AB 341, AB 1826, and SB 1383 generator challenges. These references are for projects performed by staff assigned to this contract, but for a prior employer.

References	Relevant Project Highlights
Jordan Lane Solid Waste & Recycling Coordinator City of San Luis Obispo Public Utilities 805.781.7213 jhopkins@slocity.org	Provided program development, implementation, maintenance, reporting, and compliance services for all aspects of AB 939, AB 341, AB 1826, and SB 1383.
Lara Christensen Deputy City Manager City of Atascadero 805.470.3400 larachristensen@atascadero.org	Provided program development, implementation, maintenance, reporting, and compliance services for all aspects of AB 939, AB 341, AB 1826, and SB 1383.
Ron Simpson Public Works Director City of Arroyo Grande 805.473.5488 rsimpson@arroyogrande.org	Provided program development, implementation, maintenance, reporting, and compliance services for all aspects of AB 939, AB 341, AB 1826, and SB 1383.

APPENDIX: SCOPE OF SERVICES



Appendix: Scope of Services

Oversee and Implement Local Assistance Grant Program

Grant Management Expertise -The APTIM team is well versed in tracking down, applying for, administering, and successfully completing grants, including the recently released CalRecycle Local Assistance Grant. Program Manager, Patti Toews, has administered and successfully completed 38 grants totaling \$5.3 million from the Department of Conservation, CIWMB, and CalRecycle. Her successful grant projects include funding for building and upgrading six household hazardous waste facilities, interior and exterior recycling bins, and containers, used oil collection program support and equipment, funding for CNG trucks for oil collection, and funding for sharps, medication, batteries, fluorescent lighting, and leftover paint for regional retail take-back collection programs. In addition, she has applied for and administered all City/County and Used Oil Opportunity Grants. Specific to this project, our key personnel have applied for and been awarded on behalf of multiple cities and special districts the CalRecycle Local Assistance Grant.

Task 1 Program management and reporting

Project Understanding - The APTIM team will furnish all materials, equipment, labor, and services to oversee, manage and report to the City of Huntington Park (City) and CalRecycle all aspects associated with the implementation of SB 1383. The APTIM team believes proactive planning with the end-in-mind lays the foundation for project success. Once APTIM receives a fully executed agreement from the City, we will organize and attend a kick-off meeting that will lay the groundwork for the project goals. Kick-Off meeting outcomes are to:

- ▶ Confirm project milestones, deliverables, and timeline
- ▶ Outline current procedures/policies, and barriers
- ▶ Discuss current data tracking systems and reporting progress

Task 1A – Research, compile, and submit information for capacity plan

SB 1383 requires the City of Huntington Park to assist Los Angeles County with organic waste diversion capacity planning. The City is obligated to collaborate with the County and other jurisdictions in the County to determine the necessary organic waste recycling and edible food recovery capacity needed to divert these material streams from the landfill per the regulations. We will submit an organic waste recycling capacity data to the County who in turn will submit to CalRecycle for the term of the contract, and then, City staff need to submit from that point on following the schedule below:

Deadline to Submit	Reporting Period
--------------------	------------------

August 1, 2022	January 1, 2022 - December 31, 2024
August 1, 2024	January 1, 2025 - December 31, 2034
August 1, 2029	January 1, 2030 - December 31, 2039
August 1, 2034	January 1, 2035 - December 31, 2044

To accomplish the capacity planning task, APTIM will provide the following activities:

- ▶ Meet with City/County staff to map capacity plan progress and any data gaps
- ▶ Estimate the amount of organic waste (in tons) landfilled from inside the city limits and supply that data to the County, if needed
- ▶ Identify the amount (in tons) of existing, new, or expanded organic waste recycling infrastructure capacity (inside/outside county), if needed
- ▶ Demonstrate available capacity via contract, franchise agreement, or other binding agreement, if needed
- ▶ Estimate the amount of new/expanded organic waste recycling facility capacity necessary to process the estimate amount of organic waste generated from inside the city limits, if needed
- ▶ Assess the edible food recovery county-wide network and capacity needs, if needed

Task 1B – Draft hauler franchise amendment to include SB 1383/rate review

Extensive Hauler Experience – This APTIM team has 16 years of hands-on hauling industry work experience. This team understands contracts, negotiations, hauler data sensitivity concerns, Prop 218 issues, rate review challenges and recently coordinated SB 1383 related contract updating, proofing, legal review, and hauler negotiations for 21 separate contracts. The APTIM team recognizes that CR&R Environmental serves as the city's permitted waste hauler/recycling contract vendor, and we look forward to working with them to meet SB 1383 regulatory requirements. To accomplish this task, APTIM will complete the following:

- ▶ Review the City's existing agreement with CR&R and identify any compliance issues related to SB 1383
- ▶ Meet with the City and outline our review of the contract and any recommended/required SB 1383 modifications
- ▶ Provide the City with comparable local government rate review data/analysis and provide rate recommendations

Task 1C – Determine quarterly compliance/organic tonnage of self and third-party haulers

Your APTIM team thoroughly understands the SB 1383 Self and Third-Party Hauler Requirements, which state that all landscape maintenance businesses that haul trimmings from

commercial or residential customers are, by definition, self-haulers. If the City allows landscapers to self-haul, then an ordinance revision or other enforceable mechanism to ensure all self-haulers meet the requirements of Article 7, Section 18988.3 must be in place, which requires self-haulers to recycle organics, either through a source separated organics program or an approved processing facility. The regulations do not require the City to track every self-hauler or provide education directly to self-haulers. Instead, the City is required to provide (in their general education and outreach information to organic waste generators) information about the self-haul requirements. To accomplish Task 1C, APTIM will provide the following:

- ▶ Meet with city staff to discuss current practices, ordinance, or other enforceable mechanisms
- ▶ Verify that facilitates and other collection options meet CalRecycle regulatory guidelines
- ▶ Develop self and third-party haulers educational material listing the new record requirements (e.g., delivery receipt documents, weight tickets, amount of material delivered to approved facilities)

Task 1D – Conduct compost giveaway and workshop events

The APTIM team anticipates that compost/mulch will be the most cost-effective procurement option for the City to meet SB 1383 requirements, we will work with City staff to identify all City-owned property that is available to receive compost or mulch and estimate quantities that could be given away to residents. The following services will be provided by APTIM:

- ▶ Identify with the help of city staff suitable locations for public giveaway and/or workshops events
- ▶ Seek input for City staff for scheduling events
- ▶ Develop web outreach for events
- ▶ Host public events, if needed

Task 1E – Oversee hauler contamination audits

Starting January 1, 2022, the State of California requires that jurisdictions mandate all residents, businesses, and multifamily complexes that generate organic waste to subscribe and participate in the City's solid waste, recycling, and organic waste collection program. SB 1383 requires all residents and businesses to separate organic waste from their trash. Recordkeeping requirements for container contamination minimization are found in Section 18984.6 of the regulations and are summarized as follows:

- ▶ City may designate the route review responsibility through a formal agreement to its franchised hauler, and every hauler route must be reviewed annually
- ▶ Containers can be randomly selected along the route, but there must be a visual inspection of containers to assess contamination

- ▶ If contamination is found, the hauler must document the location, and the generator must be notified and provided education

Your APTIM team has two years of on-the-ground experience working closely with five separate haulers to ensure the required educational feedback was provided to each contaminated account (e.g., “oops” tags, phone calls, emails, written notification). Beginning January 1, 2022, staff in conjunction with the five haulers began county-wide annual route reviews, collected the contamination data from each residential or commercial account audited, and uploaded the information into a data bank for CalRecycle reporting. The APTIM team will perform the following activities to ensure hauler contamination audits meet regulatory requirements:

- ▶ Meet with City and hauler to establish current contamination audit/route review system
- ▶ Map program gaps and provide feedback on system improvements
- ▶ Provide hauler contamination monitoring protocol. If needed
- ▶ Provide letter to businesses/residents explaining the reason for inspections, if needed
- ▶ Provide contamination hauler audit review for each tagged account
- ▶ Collect, manage, and store contamination audit data
- ▶ Upload contamination data into the CalRecycle report databank

Task 1F – Conduct Tier 1 and Tier 2 surveys/inspections and identify recovery organizations

To some, the most ambitious and important considerations of SB 1383 are the food rescue requirements. The law mandates that 20% of all edible food currently landfilled be intercepted and fed to people. CalRecycle regulations require Tier 1 (supermarkets, grocery stores, food service providers, food distributors, and wholesale food vendors) demonstrate edible food diversion compliance by January 1, 2022, and Tier 2 (Restaurants with 250 or more seats, hotels with on-site food and 200 or more rooms, health facilities with on-site food and 100 or more beds, large venues, state agencies, and local education agencies) demonstrate edible food diversion compliance by January 1, 2024. For over two years, your APTIM team has been actively engaged in every aspect of the food recovery space for an entire central coast county. Unlike other consulting firms who advise on edible food recovery, Patti Toews and Kelly York, have conducted in-person Tier 1 generator education site visits, discussed reporting requirements, provided generators with draft agreements, and personally conducted compliance visits ensuring January 1, 2022, compliance for all the County's Tier 1 generators. The following services are what the city can expect from your APTIM team:

- ▶ Review current food recovery landscape with City/County staff and provide short-term and long-term program recommendations and strategies
- ▶ Discuss the City's current Tier 1 and Tier 2 generator list and assess gaps

- ▶ Identify the City's methods of food recovery organization/edible food generator engagement to evaluate completed and remaining tasks
- ▶ Discuss estimates of the quantities of edible food disposed (for capacity planning reports) by Tier 1 and eventually Tier 2 donors
- ▶ Discuss barriers to SB 1383 edible food recovery compliance and strategies to overcome barriers
- ▶ Develop edible food recovery outreach and inspection protocols
- ▶ Develop recordkeeping requirements (i.e., types of food donated, pounds donated per month, frequency of donations, and the contract information of the food recovery organization(s))

Task 1G – Coordinate SB 1383 education and outreach workshops

SB 1383 requires yearly outreach and education. Our team recognizes and has directly experienced the challenges of reaching residents, businesses, multifamily complex landlords and tenants, and edible food generators and food recovery organizations. Your APTIM team has performed multiple external facing county-wide SB 1383 webinar workshops for organic waste and food generators, and several internal local government trainings on capacity planning, CALGreen, MWELO, procurement and recycled content regulations. The goal in any training webinar is to ensure delivery of the right message, to the right audience, at the right time supplying participants with the tools they need to meet the regulatory requirements. The following activities are what the city can expect from your APTIM team:

- ▶ Coordinate audience specific webinars in Spanish and English
- ▶ Provide attendees with simple step-by-step tips and strategies for recovery/diversion success

Task 1H – Hold department head procurement meeting

Beginning January 1, 2022, SB 1383 requires the City to purchase recycled content paper products that are at the end of their useful life recyclable. This law applies to a wide range of janitorial supplies, printed materials, office supplies, writing, and printing paper. City departments must purchase paper products that meet the following two SB 1383 requirements. First, products must contain minimum recycled content and recyclability. Second, City staff need written certification from the vendor(s) confirming that the product(s) meet the recycled-content and recyclability requirements. The following services will be provided to accomplish this task:

- ▶ Meet with department heads to review current purchasing landscape and map for program gaps
- ▶ Set up a recordkeeping system and document repository for the city
- ▶ Develop guidance document for department heads to provide to staff explaining law and new recordkeeping system requirements and procedures
- ▶ Provide additional technical assistance as needed

Task 1I – Oversee procurement target process

For the last two years, your APTIM team provided turnkey procurement services for seven cities. For this task, APTIM will:

- ▶ Evaluate the various options for complying with the organic waste procurement and the Model Water Efficient Landscaping Ordinance (MWELO) requirements of SB 1383
- ▶ Using CalRecycle's procurement calculator tool, APTIM will discuss with City staff procurement options, targets, and product quantities (compost, mulch, RNG, etc.)
- ▶ Support City staff track progress towards meeting its procurement target
- ▶ Set up data tracking and recordkeeping reporting requirements for CalRecycle, if needed

Task 1J – Review and process waivers

For over two years, your APTIM team has been actively engaged in every aspect of the waiver process for seven cities, 12 special districts and five different haulers. We have developed both space* and de minimis** waiver forms, conducted site visits to verify waiver eligibility, developed and implemented on-line application forms, and collected all data points necessary for CalRecycle reporting. For this task, we will:

- ▶ Assess current system, map for gaps, and make recommendations for system improvements and regulatory compliance
- ▶ Provide guidance documents to City staff and hauler
- ▶ Develop application tools – configuring online tools for easily review, approval, and/or denial
- ▶ Provide waiver review for all applications
- ▶ Provide City/hauler/customer account feedback (approved/denied)
- ▶ Record customer waiver applications, approvals, and denials in database for CalRecycle reporting purposes

* Recommended for physical space waiver – If there is not adequate space in the container storage area and/or other areas for garbage, recycling, and organics collection containers.

** Recommended for de minimis waiver – De minimis thresholds include customers who generate more than 2 cubic yards of total solid waste and recycling combined, yet less than 20 gallons of organics or generate less than 2 cubic yards of total solid waste and less than 10 gallons of organics

Task 1K – Oversee enforcement/maintain enforcement log

The APTIM team will provide the City with 23 years of local government compliance expertise and a full range of planning, design, implementation, monitoring, and administrative services in support of regulatory compliance with SB 1383 (Short-Lived Climate Pollutants), AB 1826

(Mandatory Commercial Organics Recycling), AB 341 (Mandatory Commercial Recycling, and AB 876 (Organics Management Infrastructure Planning). This team will ensure that staff are aware of all regulatory requirements and guide the City through the steps necessary to remain compliant with existing laws. The City as required by SB 1383 to implement an inspection and enforcement program must ensure that generators of organic waste, edible food generators, CALGreen and MWELO program participants are complying with the new law. Beginning January 1, 2024, regulations require the City to impose penalties for noncompliance on generators within the City limits. For this task, we suggest the following approach:

- ▶ Assess current enforcement system, map for gaps, and make recommendations for system improvements/regulatory compliance
- ▶ Provide guidance document to City staff/hauler, and recommendations to streamline processes
- ▶ Develop application tools to manage enforcement

Task 1L – Maintain the SB 1383 information on the city's website

The SB 1383 regulations require that jurisdictions conduct education and outreach on organics recycling to all residents, businesses (including those that generate edible food that can be donated), haulers, solid waste facilities, and local food banks and other food recovery organizations. The City's website is the perfect venue for residents, businesses, multifamily landlord/tenants, edible food generators to get information about this new regulation, what it requires, and next steps for compliance. Unlike other consultants, for over two years your APTIM team has modified, maintained, and linked to edible food recovery organizations the SB 1383 website information for the central coast region of California. For this task, APTIM will:

- ▶ Meet with the City to discuss website SB 1383 regulatory requirements for outreach/education
- ▶ Provide content in both Spanish and English
- ▶ Provide updated content/maintenance, as needed

Task 1M –Perform recordkeeping duties/file SB 1383 reports

APTIM understands the importance of data collection, accurate and timely reporting processes. For the last 16 years, Program Manager, Patti Toews has successfully prepared and submitted for seven cities and 12 special districts all CalRecycle Annual Reports (EAR), provided CalRecycle with all Source Reduction and Recycling Element (SRRE) updates, all Household Hazardous Waste Element (HHWE) program updates for six facilities, all Form 303, City/County, and Used Oil report documentation without a missed deadline or single report issue. Our team thoroughly understands landfill reporting. For the last 14 years, this team has successfully collected the necessary reporting data quarterly from seven (7) separate landfill/hauling operations and submitted it to CalRecycle's Disposal Reporting System (RDS). In addition, we understand; the RDS reporting system, including recent reporting changes, the

importance of attending all RDS training sessions, and the need to review and address any inconsistencies in advance of reporting. The following list of reports are required for 2022.

Deadlines	Report	Reporting Period	Comments
April 1, 2022	Initial Compliance Report	Jan 1, 2022 – Apr 1, 2022	Copy of ordinances/enforceable mechanisms adopted. Article 13, Section 18994.2 (b) reporting items Contact Information
August 1, 2022	First Capacity Planning Report	Jan 1, 2022 – Dec 31, 2024	Capacity Planning required Section 18992.1
October 1, 2022	Second Jurisdiction Report	Jan 1, 2022 – Jun 30, 2022	Necessary for CalRecycle to conduct mid-year compliance review.

For Task 1M, APTIM will provide the following:

- ▶ Access current data platforms, and if necessary, make database recommendations
- ▶ Assess current administrative protocols for data collection, and reporting.
- ▶ Identify gaps, ways to simplify, streamline, and make process improvement recommendations to achieve SB 1383, AB 341, and AB 1826 compliance through 2025.

Both Ms. Toews and Ms. York, work often and well with CalRecycle staff Cara Morgan, Branch Chief, Ashlee Yee, Enforcement Branch Chief, and other CalRecycle SB 1383 legal, food recovery, procurement, and capacity planning staff. In addition, Patti Toews, was the CalRecycle Central Coast Recycling Market Development Zone (RMDZ) Administrator. During which time, she worked and trained side-by-side with several CalRecycle Local Assistance and Market Development staff and this APTIM team looks forward to working with your administrator John Duke and his supervisor Joseph Rasmussen.

**Proposal to Oversee and Implement SB 1383
Local Assistance Grant Program**

Submitted by



**Solid Waste Consultants
to Local Government**

August 2, 2022

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1 Cover Letter



SOLID WASTE CONSULTANTS
TO LOCAL GOVERNMENT

August 2, 2022

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

Proposal to Oversee CalRecycle SB 1383 Local Assistance Grant Program

Dear Mr. Roldan:

MSW Consultants is pleased to submit this proposal to oversee the CalRecycle SB 1383 local assistance grant program for City of Huntington Park (City). We believe our expert staff and our breadth of experience in the solid waste industry enables us to successfully perform these services for the City.

I have read, understood, and agreed to all statements in this request for proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced.

Sincerely yours,

A handwritten signature in black ink, appearing to read "David Davis".

David Davis, CMAA President, MSW Consultants
41760 Ivy St., Suite 203, Murrieta, CA 92562
(951) 973-0023
www.msw-consultants.com

2 Consultant's Background

MSW Consultants provides solid waste consulting services exclusively to local governments in the areas of finance, economics, and public policy. Our mission is to work with municipal managers to maximize the value of the solid waste services that are delivered to their ratepayers. MSW Consultants was founded in 2000 by David L. Davis, CMA. In his over 30 years in the solid waste industry, Mr. Davis has provided a broad range of solid waste consulting services to over 80 cities, counties, and special districts in the areas of auditing, contract negotiation, rate setting, competitive service procurement, contract compliance, waste diversion, and regulatory compliance. MSW Consultants is in the City of Murrieta and is a California corporation.

MSW Consultants offers the following services to local governments:

- Rate studies for collection, processing, transfer and disposal service
- State regulatory compliance planning and assistance
- Contract negotiation and procurement assistance
- Performance audits of franchised waste haulers
- Solid waste program planning and design
- Reviews of contractor's requests for rate increases
- Waste generator education and outreach

Solid Waste Contract Negotiation and Procurement

MSW Consultants has drafted and negotiated several solid waste collection and disposal agreements. These have included exclusive and non-exclusive agreements, and agreements for single-family, multi-family, commercial, and rolloff collection service. Mr. Davis has personally prepared, revised, negotiated, or procured solid waste agreements for the agencies shown on the next page in Table 1.

Table 1 - Waste Agreements Prepared, Revised, Negotiated or Procured

City of Burbank	City of Imperial Beach	Orange Co. City Managers Committee
Cal State Long Beach	City La Canada Flintridge	City of Pomona
City of Calabasas	City of La Habra	City of Rolling Hills
City of Glendale	City of La Habra Heights	City of San Fernando
City of Goleta	City of Lomita	City of Santa Barbara
City of Hawthorne	County of Monterey	City of Rancho Santa Margarita
City of Hermosa Beach	City of Orange	City of Vernon

Rate Setting for Solid Waste and Recycling Services

Each of our staff have extensive experience in financial analysis. MSW Consultants has conducted financial analysis related to solid waste management for the jurisdictions shown below in **Error! Reference source not found.**

Table 2 - MSW Consultants- Conducted Solid Waste Financial Analysis

City of Anaheim	City of Gardena	City of Lynnwood	Riverside County
City of Auburn, AL	City of Glendale	City of Monrovia	City of Rolling Hills
City of Azusa	City of Goleta	Monterey County	City of San Fernando
City of Baldwin Park	City of Hawthorne	City of Monterey Park	City of Santa Barbara
City of Bloomington, Ill	City of Hermosa Beach	Mt. San Antonio College	City of Santa Cruz
City of Brea	City of La Canada Flintridge	City of Ontario	City of Santa Maria
City of Burbank	City of La Habra	City of Orange	City of Santa Paula
Cal State Long Beach	City of La Habra Heights	City of Palm Springs	City of Shafter
City of Calabasas	City of LA Metro	City of Placentia	City of South Gate
City of Carpinteria	City of Lomita	City of Pomona	City of Tacoma, WA
City of Chula Vista	City of Lompoc	City of Rancho Palos Verdes	City of Thousand Oaks
City of Claremont	City of Long Beach	Rancho Santa Margarita	City of Vernon
City of Copperas Cove, TX	Los Angeles County	City of Redlands	City of Whittier

Recycling Education and Outreach

Our staff members have extensive experience communicating with solid waste generators about their waste streams and recycling practices. Moreover, we have a cloud-based software tool called Minerva® that tracks the individual outreach activities and recycling compliance of individual commercial and multi-family waste generators. More information about Minerva® can be found here: www.mswcompliance.com.

Policies and Ordinances

MSW Consultants is continually monitoring new solid waste legislation that impacts our clients. For example, in 2019, we prepared a written Overview of Key Laws Applicable to Solid Waste Collection. Also, in 2019, we presented a briefing to the Rancho Santa Margarita City Council regarding new solid waste related laws. We have attended and monitored CalRecycle's SB 1383 rule making process. Most importantly, the algorithms included in our proprietary outreach and recycle tracking software (Minerva®) are compliant with current State Law and CalRecycle regulations.

Administrative Support and Meeting Attendance

In our 30 years of experience, we have managed numerous solid waste consulting projects. This has included identifying objectives, setting goals, planning and conducting project meetings, preparing work products and City Council staff reports, making presentations, and preparing reports for upper management and elected officials.

3 Qualifications and Experience of Personnel

The key staff for this project will be comprised of the following individuals: David L. Davis, Girard Mobley, Craig Stroud, Chen Newman, and Lucas Arias. The project manager and key staff will remain assigned to this project for the duration of the project. MSW Consultants will manage this project from our Murrieta, CA office.

Relevant Work Experience

City of Corona – We are currently assisting the City of Corona implement an SB 1383 plan with boots on the ground compliance reviews, updating its ordinance to comply with SB 1383, and updating its franchise agreement to comply with SB 1383. **Contact:** Jacqueline Zukeran – Utilities Department Business Manager (951) 739-4983 jacqueline.zukeran@coronaca.gov

City of Del Mar – Solid Waste Franchise Agreement Procurement Assistance– We assisted the City of Del Mar by updating their municipal code for solid waste to comply with SB 1383 requirements, develop an SB 1383 implementation plan, and assisted the City on a request for proposal process for solid waste collection service. Initially, our work entailed helping the City decide whether or not to negotiate or conduct a competitive procurement. Council. **Contact:** Mr. Clem Brown – Environmental Sustainability Manager (858) 375-9524 cbrown@delmar.ca.us

City of Rancho Palos Verdes –SB 1383 Implementation Services and Negotiate Franchise Agreement with EDCO Disposal. We are currently providing SB 1383 implementation services to the City. Our work includes developing a SB implementation plan, automatic enrollment program for non-compliant generators, implementing a compliance reporting system, implementing an edible food recovery program, conducting CalGreen C&D recycling program review, and preparing the CalRecycle Electronic Annual Report (EAR) for the City. In 2022, we assisted the City in renegotiating its exclusive franchise agreement with EDCO Disposal. Our work included updating the City's solid waste franchise agreement to provide SB 1383-compliant organics collection services. **Contact:** Mr. Ramzi Awwad, Public Works Director (310) 544-5275 rawwad@rpvca.gov

City of Stanton – Solid Waste Management Services. We are currently providing SB 1383 implementation services. Our work includes implementing a compliance reporting methods, developing, and implementing an inspection and compliance program, Preparing, implementing, and reviewing public outreach materials, analyzing the City's food scrap collection and recycling program, implementing an edible food recovery program, assisting with CalRecycle reporting requirements, and assisting with applying for any new grant funding opportunities. We are also currently assisting the City in renegotiating its exclusive franchise agreement with CR&R. Our work includes updating the City's solid waste franchise agreement to provide SB 1383-compliant organics collection services. **Contact:** Mr. Joe Ames, Director of

Public Works (714) 890-4203 james@stantonca.gov

Western Riverside Council of Governments – We are currently providing on-call solid waste consulting services to WRCOG. We just completed an organic waste capacity study. The scope of work included estimating organic waste disposed within the jurisdiction, Identifying the amount of existing capacity, estimating the amount of new or expanded capacity that will be needed, consulting with various entities throughout the planning process.

Contact: Casey Daily – Environmental Coordinator (951) 235-5125 cdailey@wrcog.us

Team Qualifications and Experience

David Davis, CMA – President – Project Manager– Graduated from Cal State Fullerton with a BA in Finance. He is a Certified Management Accountant (CMA) and an expert in solid waste macro- and micro-economics. Mr. Davis has specific experience in: 1) analysis and design of customer rates for refuse collection, transfer, processing and disposal operations; 2) development and evaluation of competitive proposals for waste collection, recycling, and transfer service; 3) feasibility studies for waste processing, waste transfer, and landfill gas projects; 4) verification of the proper payment of solid waste fees; 5) management reviews of solid waste operations; 6) evaluation of alternative waste diversion programs; 7) solid waste program planning and funding; and, 8) evaluating internal management controls.

Girard Mobley – Project Coordinator – Graduated from San Diego State University with a BS in Business Administration with a focus on Finance and a minor in Economics. He is a skilled financial analyst and project manager. He has extensive experience in evaluating solid waste agreements, conducting audits on waste haulers for municipalities, drafting municipal codes on solid waste, in identifying and tracking procurement requirements, and in providing recycling outreach and education to commercial waste generators. He is a Swana certified zero waste practitioner.

Craig D. Stroud, CPA – Project Analyst - Graduated from Cal Poly with a BS in Business Administration in Accounting. He is a Certified Public Accountant (CPA) and operational analyst with over 20 years of experience revamping the operations of companies. He will serve as task lead in developing measurable compliance reporting methods through our Minerva software and assist as needed for all other tasks.

Chen Newman – Project Analyst – Graduated from Shijiazhuang University with a BA in Business Administration and University of San Diego with a MS in accounting and Taxation. Ms. Newman is a skilled accountant and financial analyst with several years of experience in retail, banking, and local government. She has been responsible for analyzing the budgets of special municipal districts to ensure that they meet their debt service coverage ratios and comply with their reserve requirements.

Lucas Arias – Project Coordinator – Graduated from California State University, Northridge with a BA in Jazz Studies. Mr. Arias will also serve as Project Analyst. He has extensive experience in conducting compliance reviews for municipalities, and in overseeing recycling outreach and education to commercial waste generators. He has experience in capacity planning, reviewing, and processing waivers, and identifying and providing outreach to food recovery organizations and food recovery services. He also has experience in developing an edible food recovery outreach and inspection program.

4 Proposed Personnel



CREDENTIALS

EXPERIENCE
30 Years
EDUCATION
BA, Finance, Cal State Fullerton, 1983
LICENSES & CERTIFICATIONS
Certified Management Accountant (CMA)
PROFESSIONAL AFFILIATIONS
Solid Waste Association of North America, Southern California Waste Management Forum (Chair)
Zero Waste Practitioner

David Davis – Project Director - Mr. David Davis is a Certified Management Accountant (CMA) with over 30 years of experience in the field of solid waste management. Mr. Davis' expertise lies in working with municipal managers to maximize the value of the solid waste services provided to their ratepayers. He has held executive management positions in both the private and public sectors and has extensive experience in providing business advisory services to local government in the field of solid waste management.

As a chief financial executive for local hauling and landfill divisions of a national solid waste management company, Mr. Davis was responsible for financial reporting, budgeting, cost analysis, billing and collections. He also managed the accounting and rate analysis sections of the City of Riverside's Department of Public Utilities.

Mr. Davis has specific experience in: 1) analysis and design of customer rates for refuse collection, transfer, processing and disposal operations; 2) development and evaluation of competitive proposals for waste collection, recycling, and transfer service; 3) feasibility studies for waste processing, waste transfer, and landfill gas projects; 4) verification of the proper payment of solid waste fees; 5) management reviews of solid waste operations; 6) evaluation of alternative waste diversion programs; 7) solid waste program planning and funding; and, 8) evaluating internal management controls.



CREDENTIALS

EXPERIENCE

25 Years

EDUCATION

BS, Finance, San Diego State University, 2014

LICENSES & CERTIFICATIONS

Zero Waste Practitioner

PROFESSIONAL AFFILIATIONS

California Resource Recovery Association (Member)

Institute of Internal Auditors (Member)

Solid Waste Association of North America (Member)

Girard Mobley – Project Analyst - Mr. Mobley is a skilled financial analyst and project manager. He has extensive experience in conducting audits on waste haulers for municipalities, and in providing recycling outreach and education to commercial waste generators. He graduated from San Diego State University with a BS in Business Administration with a focus on Finance and a minor in Economics. He is also a certified practitioner in the zero waste principles and practices.

Mr. Mobley has been with MSW Consultants since March 2019. In that time, he has worked on solid waste consulting engagements for the County of Santa Barbara, and the cities of Corona, Chula Vista, Del Mar, Indio, La Habra, La Palma, Lomita, Norco, Orange, Rolling Hills, Signal Hill, Vernon, Whittier, and Rancho Palos Verdes.

Mr. Mobley has audited the accounting records of over 20 waste haulers to include franchise fees verification, tonnage reports, and gross receipts. He was also the project manager for the recycling outreach survey programs in the cities of Vernon, Norco and Corona providing outreach and educational resources to over 1,000 commercial waste generators. He regularly educates commercial waste generators about the requirements of AB 341 and AB 1826 and SB 1383. Prior to joining MSW Consultants, he served for 20 in the United States Marine Corps.



CREDENTIALS

EXPERIENCE

28 Years

EDUCATION

BS, Business
Administration-
Accounting, CalPoly
San Luis Obispo, CA

LICENSES & CERTIFICATIONS

Certified Public
Accountant (CPA)

PROFESSIONAL AFFILIATIONS

Solid Waste
Association of North
America (Member)

Craig Stroud Senior Consultant - Mr. Stroud is a Certified Public Accountant (CPA) and operational analyst with over 28 years of experience revamping the operations of companies. He is very familiar with corporate internal controls and accounting systems. He has served in managerial, operational, analysis and marketing roles within the professional services, Department of Defense, healthcare, and e-commerce industries.

Mr. Stroud has been with MSW Consultants since February 2017. In that time, he has conducted solid waste consulting engagements for the cities of Auburn, Alabama, Copperas Cove, Texas, and Prescott, Arizona. Additionally, he has conducted hauler compliance audits for the California cities of Chula Vista, Orange, Placentia, Rancho Palos Verdes, and Vernon. He has audited the accounting records of over 15 waste haulers including the local divisions of Athens Services and Republic Services.

As a revenue analyst with Science Application International Corporation (SAIC) Mr. Stroud was responsible for executing extensive data queries and financial models to maximize program staffing revenue. He has built multiple departments within companies, from conception to operational profitability. Mr. Stroud is a veteran of the U.S. Air Force. He graduated from California Polytechnical State University, San Luis Obispo with a BS in Business management, with a focus on Accounting. He earned his CPA while employed as an auditor with the national CPA firm Ernest & Young.



CREDENTIAL

EXPERIENCE

5 Years

EDUCATION

BA, Business Admin.
Shijiazhuang University
of Economics, Hebei,
China and an MPAcc in
Accounting from China
University of
Geosciences in Wuhan,
China and a MS in
Accounting and
Taxation from the
University of San Diego.

**LICENSES &
CERTIFICATIONS**

**PROFESSIONAL
AFFILIATIONS**

Government Finance
Officers Association
(Member)

Chen Newman – Project Analyst - Ms. Newman is a skilled accountant and financial analyst with several years of experience in retail, banking, and local government. She has been responsible for analyzing the budgets of special municipal districts to ensure that they meet their debt service coverage ratios and comply with their reserve requirements. She has been responsible for budgeting, accounts receivable, accounts payable, monthly close, and management reporting. She is highly skilled in MS Excel.

Ms. Newman has been with MSW Consultants since January 2019. In that time, she has worked on solid waste consulting engagements for the counties of Monterey and Santa Barbara, and the cities of Chula Vista, Glendale, Lompoc, Orange, Rancho Santa Margarita, Roseville, Santa Maria, Vernon, and Whittier. As staff auditor on a municipal compliance audit of a major waste hauler, she was instrumental in identifying over \$60,000 in unpaid franchise fees. She has also assisted in the preparation of CalRecycle AB 939 Annual Reports (EAR) for the cities of Orange and Vernon.

Ms. Newman earned a BA in Business Administration and Management; Finance from Shijiazhuang University of Economics in Hebei, China, an MPAcc in Accounting and Related Services from China University of Geosciences in Wuhan, China, and a MS in Accounting and Taxation from the University of San Diego

**CREDENTIALS****EXPERIENCE**

5 Years

EDUCATION

BA, Jazz Studies,
California State
University, Northridge
2015

**PROFESSIONAL
AFFILIATIONS**

Southern California
Waste Management
Forum
(Member)

Lucas Arias – Project Analyst - Lucas is a highly effective project analyst. He has substantial experience in the waste industry and has served multiple cities across Los Angeles, Orange, Riverside, and Ventura counties. He graduated from California State University, Northridge with a BA in Jazz Studies. Before entering the waste industry, Mr. Arias has performed as a trumpet player and drums with multiple artists across the country.

Mr. Arias has been with MSW Consultants since January 2022. In that time, he has worked on solid waste consulting engagements for the cities of Corona, Del Mar, La Habra, Lomita, Orange, San Clemente, and Stanton.

Mr. Arias has conducted over 1,500 waste assessments, trained dozens of recycling coordinators, worked on sustainability grants for multiple cities and has conducted several waste characterizations. In addition, he has developed outreach performance internal audit protocols, created diversion reports, and played a key role in SB 1383 roll out and strategic planning for the city of Los Angeles including edible food capacity planning and organics outreach. As an outreach coordinator, Mr. Arias designed creative solutions to unique and complex waste compliance issues.

5 References

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Utilities Department Business
Manager
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Mr. Clem Brown
Environmental
Sustainability Manager
City Of Del Mar
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Del Mar, CA 92014
(858)375-9524
cbrown@delmar.ca.us

Mr. Jeff Henderson
Management Analyst
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Josh Soliz, PE
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Mr. Ramzi Awwad
Public Works Director
City of Ranch Palos
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rawwad@rpvca.gov

Mr. Casey Dailey
Director of Energy &
Environmental Programs
Western Riverside Council
of Governments
3390 University Ave. Suite
#200
Riverside, CA 92501
(951) 405-6720
Casey Dailey
cdailey@wrcog.us

6 Approach and Scope of Work

Our approach to this project will be to apply our extensive experience in SB 1383 to the City's specific requirements. Using this approach, we will perform the following tasks:

Task 1- Kickoff Meeting / Project Management

We will conduct a kickoff meeting with City staff. The purpose of the meeting with City staff will be to confirm the project scope, schedule, key issues, deliverables, and the City's negotiating strategy. Throughout the project, we will participate in at least monthly Zoom project status meetings and provide the City with monthly project status reports.

Deliverables:

- Meeting agenda and notes
- Monthly status reports

Task 2- Capacity Planning

The information for this task was due on August 1st, 2022. If the City was identified by the County of Los Angeles as having a lack of sufficient organic waste or edible food capacity, we will assist the City in submitting an implementation schedule to CalRecycle.

Deliverable:

- Implementation Schedule (if necessary)

Task 3- Collection Self-hauler and 3rd Party Hauler Compliance

We will assist the City by monitoring the tonnage, and determining the compliance, of self-hauling waste generators in accordance with the City's municipal code.

Deliverables:

- Quarterly tonnage reports of self-hauling and third-party waste generators.

Task 4- Edible Food Recovery

SB 1383 requires all cities to assess the capacity of their edible food recovery systems, and to identify generators of excess edible food. The purpose of this task is to develop a compliant edible food recovery program as required by SB 1383. To perform this task, we will:

- We will identify and provide outreach to food recovery services and food recovery organizations that operate within the City.

- Conduct a survey of the City's food recovery and food distribution networks to evaluate their needs and assess the system's capacity.
- Coordinate with the City to identify Tier 1 and Tier 2 donors, and potential recipients.
- Assist the City in developing model food recovery agreements for surplus food generators.
- Prepare a written food recovery program plan.

Task 5- Education and Outreach

We will coordinate and oversee the waste hauler's education and outreach program. We will review all mailers, bulk emails, websites, and social media posts. We will review written program materials, public outreach, and ensure that the City's waste hauler fulfills the requirements of Section 10.9 (Education and Public Awareness) of the current franchise agreement.

Task 6- Enforcement and Inspection

The purpose of this task is to, in collaboration with the franchised hauler, establish a system that will monitor the recycling compliance of individual waste generators, and identify generators that are out of compliance.

We will provide the City with Minerva®, a cloud-based software platform that will enable the City to monitor, manage, and report on the recycling status of its individual commercial and multi-family waste generators.

Minerva® includes the following capabilities:

- Upload individual customer service data from each hauler's billing system.
- Organize commercial customers into whether they are 'covered' or 'not covered.'
- Track recycling status information for CalRecycle reporting.
- Track and manage education and outreach activity.
- Evaluate and approve requests for recycling and organics self-haul customers.
- Grant and track waivers for lack of space, and de minimis generation.
- Upload images and documents.
- Allow collaboration among haulers, City, and outreach staff.

- Track edible food generators and edible food recovery organizations.
- Build an Implementation Record for compliance with SB 1383.

To implement and support Minerva® we will:

- Setup the City's commercial franchised haulers in Minerva®
- Obtain and upload customer data from the franchised haulers
- Upload any legacy compliance data (notes, self-haul status, waivers, etc.)
- Train City staff in the use of Minerva

Deliverable:

- A 1-year subscription to Minerva

Task 7- Program Evaluation

We will review the City's existing (and 2025) franchise agreements to ensure that the franchise hauler is following the mandates required for SB 1383. We will also prepare a contract profile. Based on our discussions with the City, we will identify the key contract terms and services needed to fulfill the requirements of SB 1383.

Deliverable:

- Recommendations for key contract terms and services.

Task 8- Procurement Requirements

We will assist the City in overseeing its procurement target process. We will work with the City and franchised hauler to determine the quantity of recovered organic material generated and to evaluate the materials destination and how it is being processed. We will also assist the City in identifying the quantity of recovered organic waste needed to meet the annual CalRecycle product procurement target. We will also assist the City in conducting a department head meeting to provide assistance and target updates on procurement progress.

We will identify:

- City's per capita procurement target of organic waste per year
- Potential purchases that meet or exceed the CalRecycle target.

Deliverables

- Monthly reporting on procurement target
- Procurement target and list quantity of potential purchases

Task 9- Recordkeeping

For this task, we will compile monthly reports in our Minerva® software program to assist the City in compliance with all the recordkeeping mandates required by SB 1383. We will also assist the City in preparing and submitting their Electronic Annual Report (EAR) to CalRecycle. To complete this task, we will perform the following steps:

- Gather and compile information about the City's waste reduction and diversion programs. We will gather this from the City, from the franchise hauler, and from other sources.
- Gather tonnage reports by landfill customer from the various landfills used by the franchised hauler. Compare that tonnage information to the tonnage information submitted by Republic Services.
- Work with City staff, CalRecycle staff, and the authorized waste haulers to resolve any tonnage discrepancies.
- Enter the number of commercial waste generators that are covered by AB 341, AB 1826, and SB 1383. We will enter the number that are not recycling.
- Enter the required information into the Electronic Annual Report (EAR) and prepare a draft report for the City to review. In addition to the pounds of disposal per person per day, also calculate the City's waste diversion rate.
- After the City has reviewed and approved the draft Annual Report, we will electronically submit the report by the October 1 deadline and prepare a PDF summary of the report for the City.

We will be the first point of contact between the City and CalRecycle. We will provide information, prepare correspondence, and answer any questions regarding the City's compliance with CalRecycle regulatory requirements

7 Schedule

We will provide SB 1383 local assistance grant program according to the schedule shown below in Table 3.

Table 3 Project Schedule

[illegible]

ITEM NO. 6



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 16, 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:

FIRST READING OF AN ORDINANCE ADDING CHAPTER 21 "MILITARY EQUIPMENT USE POLICY," TO TITLE 4, "PUBLIC SAFETY," OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH A MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct the first reading of the proposed ordinance (Attachment "A") adding chapter 21 "Military Use Policy, to title 4, "Public Safety," of the Huntington Park Municipal Code;
2. Conduct a public hearing regarding the "Military Equipment Use Policy," as required by Assembly Bill 481.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Assembly Bill 481 (AB 481) codified in Government Code sections 7070 through 7075, requires a law enforcement agency (LEA) to obtain approval from the applicable governing body, through adoption of a Military Equipment Use Policy by ordinance, prior to the LEA funding, acquiring, or using military equipment. During the June 7, 2022 City Council Meeting, the Huntington Park Police Department (HPPD) obtained City Council approval of the Military Equipment Use Policy, which allowed HPPD to continue to use the vital equipment specified therein and continue to purchase said equipment as needed.

Consistent with AB 481, Ordinance No. 2020-01 is being introduced to the City Council to seek approval and support for the continued use and deployment of military equipment acquired by the Huntington Park Police Department.

FISCAL IMPACT/FINANCING

ASSEMBLY BILL (AB) 481 – MILITARY EQUIPMENT USE POLICY

August 16, 2022

N/A

CONCLUSION

It is the recommendation of the Chief of Police that the City Council conduct the first reading of the attached Ordinance, and direct HPPD to bring it back for second reading and adoption at the next City Council meeting. The Chief of Police also recommends that the City Council hold a public hearing with regard to the proposed Military Equipment Use Policy and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty (30) days after its final passage.

Respectfully submitted,

RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, ADDING CHAPTER 21, "MILITARY EQUIPMENT USE POLICY," TO TITLE 4, "PUBLIC SAFETY," OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH A MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481

ATTACHMENT "A"

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, ADDING CHAPTER 21, "MILITARY EQUIPMENT USE POLICY," TO TITLE 4, "PUBLIC SAFETY," OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH A MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481" creating Government Code Section 7070, et seq.), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, the Huntington Park Police Department ("HPPD") is in possession of certain items of equipment that qualify as "military equipment" under AB 481; and

WHEREAS, AB 481 requires that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to HPPD's use of such equipment; and

WHEREAS, the Military Equipment Use Policy ("Policy") and supporting information must be approved by the governing body by ordinance, and reviewed annually; and

WHEREAS, the City Council of the City of Huntington Park ("City"), having received the information required under AB 481 regarding HPPD's use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Use Policy as set forth herein.

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

SECTION 1. The recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Chapter 21 of Title 4 of the Huntington Park Municipal Code is hereby added to read as follows (deletions in ~~Strikethrough~~ and additions in Underline):

TITLE 4 PUBLIC SAFETY

CHAPTER 21 MILITARY EQUIPMENT USE POLICY

4-21.01 Findings.

(a) The City Council has made the following determinations:

- (1) The military equipment identified in the Huntington Park Military Equipment Use Policy ("Policy") is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- (2) The Policy will safeguard the public's welfare, safety, civil rights, and civil liberties;
- (3) The military equipment identified in the Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;
- (4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance;

(b) The Huntington Park Police Department ("HPPD") has submitted a proposed Policy to the City Council and has made those documents available on the HPPD website for at least 30 days prior to the public hearing concerning the military equipment at issue.

(c) The Policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

(d) The Policy shall be made publicly available on HPPD's website for as long as the military equipment is available for use.

4-21.02 Annual Report.

(a) HPPD shall submit an annual military equipment report to the City Council, containing the information required in Government Code Section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in (a)(1)-(4) above.

(b) The City Council shall review this ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2)

(c) The City Council approves the use of the Policy, General Order 706, and finds that it satisfies the requirements of Government Code Section 7070.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, sections, or applications of the Ordinance which can be given effect without the invalid provisions or applications, and to this end any phrase, section, sentence, or word is declared to be severable.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

SECTION 5. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

ATTEST:

CITY OF HUNTINGTON PARK

Eduardo Sarmiento, City Clerk

Ricardo Reyes, City Manager

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

Item 7



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

August 16, 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 ONE TO THE
FY 2022-2023 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) FUNDS**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing
2. Approve Substantial Amendment Number One to the Annual Action Plan for FY 2022-2023, inclusive of any comments received by the City Clerk during the 30-day public comment period.
3. Authorize City Manager to execute the HUB Cities Consortium Business Outreach Program with the unallocated FY 2020 CDBG-CV funds.
4. Authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD); and
5. Amend the Fiscal Year 2022-2023 Budget in accordance with the approved Substantial Amendment, appropriating \$80,000.00 to account number 239-0280-490.51-07, Business Outreach Program; and
6. Authorize City staff to electronically transmit the amended components of the FY 2022-2023 Annual Action Plan to the U.S Department of Housing and Urban Development (HUD) via Integrated Disbursement and Information System (IDIS).

CONSIDERATION AND ADOPTION - SUBSTANTIAL AMENDMENT ONE TO THE FY 2022-2023 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

August 16, 2022

Page 2 of 3

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

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 deferral funds that it received 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 is to present Amendment Number One (Substantial) to the FY 2022-2023 Annual Action Plan. On August 2, 2022, the Mayor and City Council approved the FY 2022-2023 Annual Action Plan for the use of CDBG and HOME 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 to the First Time Homebuyer Program recapture guidelines as required by 92.254.

In addition, the appropriation of \$80,000.00 of unallocated CDBG funding for COVID relief to fund the HUB Cities Consortium Business Outreach Program. Their purpose is to provide the community of Huntington Park with "access to an array of comprehensive employment, education, training, and supportive services, which will enable all job seekers and workers to achieve meaningful employment opportunities, and to assist employers in meeting their employment needs."

**CONSIDERATION AND ADOPTION - SUBSTANTIAL AMENDMENT ONE TO THE
FY 2022-2023 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) FUNDS**

August 16, 2022

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Current	Proposed:
Affordability Requirements: The affordability period in connection with the resale of HOME-assisted units will be 30 years. (p.40 AAP 2022)	Affordability Requirements: The affordability period in connection with the resale of HOME-assisted units will be 15 years. (24 CFR 92.254(a)(2)(iii)(B) a. Page 2 of Exhibit A)
Recapture Provisions: Net Proceeds (p.40 AAP 2022)	Recapture Provisions: Reduction during the affordability period. The participating jurisdiction may reduce the HOME investment amount to be recaptured on a prorated basis for the time the homeowner has owned and occupied the housing measured against the required affordability period. (24 CFR 92.254 (a)(5)(ii)(A) b. Page 4 of Exhibit A)
Unallocated 2020 CDBG-CV funds: \$80,000.00	Allocate 2020 CDBG-CV fund to the HUB Cities Consortium Business Outreach Program: 239-0280-490.51-07 \$80,000.00

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

Steve Forster
Interim Community Development Director