

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

**Tuesday, June 20, 2023**

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

**Marilyn Sanabria**  
Mayor

**Karina Macias**  
Vice Mayor

**Arturo Flores**  
Council Member



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

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

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

**PLEASE NOTE**--The numerical order of items on this agenda is for convenience of reference.

Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

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

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

### **PUBLIC COMMENT**

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

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

### **ADDITIONS/DELETIONS TO AGENDA**

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

### **IMPORTANT NOTICE**

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

## **CALL TO ORDER**

## **ROLL CALL**

Mayor Marilyn Sanabria  
Vice Mayor Karina Macias  
Council Member Arturo Flores  
Council Member Eduardo “Eddie” Martinez  
Council Member Graciela Ortiz

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATION(S)**

1. RECOGNITION OF HPHS CIF SOFTBALL CHAMPIONSHIP
2. RECOGNITION AND RETIREMENT OF POLICE K9 BAM
3. INTRODUCTION OF NEW K9 OFFICER OX
4. WATER WELLS PRESENTATION
5. INNER CITY VISIONS REPORT

## **PUBLIC COMMENT**

*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) – One matter

## **CLOSED SESSION ANNOUNCEMENT**

## **CONSENT CALENDAR**

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

specific items to be discussed and/or removed from the Consent Calendar for separate action.

## **CITY CLERK**

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

RECOMMENDED THAT CITY COUNCIL:

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

1. Regular City Council Meeting held June 6, 2023

## **FINANCE**

### **2. CHECK REGISTERS**

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated June 20, 2023;

## **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

## **POLICE DEPARTMENT**

### **3. CONSIDERATION OF RETIREMENT AND OWNERSHIP TRANSFER OF POLICE SERVICE DOG "BAM"**

RECOMMENDED THAT CITY COUNCIL:

1. Approve the retirement of Police Service Dog BAM; and
2. Approve the transfer of ownership of BAM to its handler, Officer Nick Nichols, for the amount of one dollar (\$1.00); and
3. Authorize the City Manager to execute the Release and Waiver of Liability and Indemnity Agreement to effectuate the transfer of ownership of BAM.

### **4. APPROVE DONATION OF A POLICE SERVICE DOG FOR NARCOTICS DETECTION AND SUSPECT APPREHENSION**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the City Manager to receive a Police Service Dog for narcotics detection and suspect apprehension from Adlerhorst International, LLC; and
2. Authorize the Chief of Police to take physical possession of the Police Service Dog and assign the canine to the police department's patrol division K9 program for police service in the community.



## **PUBLIC WORKS**

### **5. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-11 HUNTINGTON PARK LITTER ABATEMENT AND BEAUTIFICATION PROJECT**

RECOMMENDED THAT CITY COUNCIL:

1. Award the preparation of Plans, Specifications, and Estimate of CIP 2022-11 Huntington Park Litter Abatement and Beautification Project to Infrastructure Engineers for a not-to-exceed amount of \$249,290; and
2. Appropriate \$249,290 from Measure M funds; and
3. Authorize the City Manager to execute the professional services agreement.

### **6. CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT**

RECOMMENDED THAT CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2022-01 CDBG ADA Reconstruction Project contract specifications for bidding purposes; and
3. Authorize staff to proceed with bid advertisement for construction.

## **COMMUNITY DEVELOPMENT**

### **7. CONSIDERATION AND APPROVAL OF PUBLICLY VISIBLE ART AT PROPERTY LOCATED AT 5812 S. SANTA FE AVENUE**

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Publicly Visible Art for the Novacane Bar and Grill business located at 5812 S. Santa Fe Avenue.

### **8. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE ARCHITECTURAL SERVICES FOR THE EMERGENCY OPERATIONS CENTER**

RECOMMENDED THAT CITY COUNCIL:

1. Award a professional service agreement (PSA) as it relates to Architectural Services for the Emergency Operations Center, to Infrastructure Architects as a responsive and responsible proposer for a not-to-exceed amount of \$90,840; and
2. Authorize the City Manager to execute the PSA.

**9. CONSIDERATION AND APPROVAL TO RENEW AGREEMENT FOR THE SALVATION ARMY CRISIS SHELTER BEDS PROJECT**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a renewal agreement with the Salvation Army for Crisis Shelter Beds for the term July 1, 2023, through June 30, 2024 for a not-to-exceed amount of \$31,379; and
2. Approve a budget appropriation in the amount of \$31,379 using Account Number 111-9050-462.56-41 General Fund – American Rescue Funds Contractual Services; and
3. Authorize the City Manager to execute the extension agreement.

**END OF REGULAR AGENDA**

**PUBLIC HEARING(S)**

**FINANCE**

**10. 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)**

RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution, 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).

**COMMUNITY DEVELOPMENT**

**11. ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION TO DENY PLANNING COMMISSION CASE NO. 2023-01 CUP (CONDITIONAL USE PERMIT), A REQUEST TO ALLOW FOR THE OFF-SALE OF BEER AND WINE IN CONJUNCTION WITH AN EXISTING BUSINESS LOCATED AT 2550 SATURN AVENUE, LOCATED WITHIN DISTRICT C – NEIGHBORHOOD OF THE DOWNTOWN HUNTINGTON PARK SPECIFIC PLAN (DTSP).**

RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing:
2. Take public testimony:
3. Receive additional and final comments for or against the project; and
4. Adopt resolution upholding the Planning Commission's determination to deny Planning Commission Case No. 2023-01 CUP, allow for the off-sale of beer and wine in conjunction with an existing business located at 2550 Saturn Avenue, located within District C – neighborhood of the Downtown Huntington Park Specific Plan (DTSP).

### **END OF PUBLIC HEARING(S)**

### **DEPARTMENTAL REPORTS**

### **WRITTEN COMMUNICATIONS**

### **COUNCIL COMMUNICATIONS**

**Council Member Graciela Ortiz**

**Council Member Eduardo "Eddie" Martinez**

**Council Member Arturo Flores**

**Vice Mayor Karina Macias**

**Mayor Marilyn Sanabria**

### **ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, July 18, 2023 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 72 hours prior to the meeting. Dated this 15<sup>th</sup> day of June 2023.



Eduardo Sarmiento, City Clerk

## ITEM 1

## **MINUTES**

### **Meeting of the City of Huntington Park City Council Tuesday, June 6, 2023**

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

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, June 6, 2023, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Eduardo "Eddie" Martinez presiding.

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

**ABSENT:** None

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

### **INVOCATION**

Mayor Martinez led the invocation.

### **PLEDGE OF ALLEGIANCE**

Vice Mayor Sanabria led the Pledge of Allegiance.

### **PRESENTATION(S)**

1. **PRESENTATION OF BADGE AND SWEARING IN OF NEW POLICE OFFICERS**
2. **RECOGNITION OF LOCAL EDUCATORS**
3. **RECOGNITION OF ASPIRE PACIFIC EDUCATOR OF THE YEAR**
4. **PROCLAMATION OF PRIDE MONTH**
5. **RECOGNITION OF AUTISM EVENT VOLUNTEERS**
6. **SOUTHEAST COMMUNITY FOUNDATION TUTORING PROGRAM UPDATE**
7. **RECOGNITION OF STATE OF THE CITY PARTICIPANTS**
8. **RECOGNITION OF ASPIRE TITAN INSTRUCTIONAL AIDE FOR ACT OF HEROISM**

### **PUBLIC COMMENTS**

The following member of the public submitted a public comment card:

1. Joe Nino

## **STAFF RESPONSE**

None

## **CLOSED SESSION**

City Attorney Araceli Almazan stated that it is appropriate to recess to closed session. Mayor Martinez recessed into closed session at 8:06 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 – EXISTING LITIGATION: Pursuant to Cal. Gov. Code Sec. 54956.9(d)(1): Case No. 23STCP00845, A. Lowe, Jr. v. City of Huntington Park, Writ of Mandate related to Public Records Act Demand (one matter).
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Pursuant to Cal. Gov. Code Sec. 54956.9(d)(2)  
BKK Working Group Confidential Agreement related to the BKK Class I Landfill Cost Recovery Efforts (one matter)

Mayor Martinez reconvened the Council meeting from Closed Session at 8:52 p.m.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Almazan reported that the record should reflect that with five (5) Councilmembers present, the three (3) items on the closed session agenda were discussed. Regarding items one (1) the Council continued the item to the next regular meeting of the City Council. Regarding item two (2) Council was briefed but no final action was taken. Regarding item three (3) Council was briefed and direction was provided. This concluded the closed session report.

## **CONSENT CALENDAR**

Following the Closed Session portion of the agenda Vice Mayor Sanabria was not present for the Consent Calendar vote.

### **CITY CLERK**

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

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

**NOES:** None

**NOT PRESENT:** Vice Mayor Sanabria

**1. CITY COUNCIL MEETING MINTUES**

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

- 1.Regular City Council Meeting held May 16, 2023

**FINANCE**

**2. WARRANT REGISTER**

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated June 6, 2023;

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**PUBLIC WORKS**

**3. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE LEAD AND COPPER RULE SERVICE LINE INVENTORY**

RECOMMENDED THAT CITY COUNCIL:

**MOTION:** Councilmember Macias moved to award a Professional Services Agreement (Attachment 1) for the inventorying and reporting of lead and copper services as required by the United States Environmental Protection Agency to TruePani, Inc. for a not-to-exceed amount of \$69,225 payable from Account No. 681-8030-461.56-41; and authorize the City Manager to execute the professional services agreement, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

**NOES:** None

**NOT PRESENT:** Vice Mayor Sanabria

**4. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW PLAYGROUND EQUIPMENT, APPURTENANCES AND INGRESS AND EGRESS ENHANCEMENTS AS PART OF CIP 2022-09 CHESLEY PARK**

**MOTION:** Councilmember Flores moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified architectural/engineering firms for the preparation of Plans, Specifications and Estimate of new playground equipment, appurtenances and ingress/egress enhancement as part of CIP 2022-09 Chesley Park, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

**NOES:** None

**NOT PRESENT:** Vice Mayor Sanabria

**5. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED VENDORS TO PURCHASE TWO UTILITY SERVICE TRUCKS**

**MOTION:** Councilmember Macias moved to authorize staff to proceed with the advertisement of the Request for Proposal (RFP) to purchase two utility trucks. seconded by Councilmember Flores. Motion carried by unanimous consent.

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

**NOES:** None

**NOT PRESENT:** Vice Mayor Sanabria

**6. CONSIDERATION AND ACCEPTANCE OF AMENDMENT NO. 1 TO THE PROPOSITION 68 GROUNDWATER ANNUAL OPERATION AND MAINTENANCE GRANT AGREEMENT NO. SWRCB0000000000D2012542**

**MOTION:** Councilmember Ortiz moved to Accept an additional amount of \$331,057 in Proposition 68 Groundwater funds from the California State Water Resources Control Board for the operation and maintenance of Well No. 15; and authorize the City Manager to execute Amendment No. 1 of Proposition 68 Groundwater Annual Operation and Maintenance Grant Agreement No. SWRCB0000000000D2012542, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

**NOES:** None

**NOT PRESENT:** Vice Mayor Sanabria

**COMMUNITY DEVELOPMENT**

Prior to item seven (7) Councilmembers Ortiz and Macias stepped away from the dais and Vice Mayor Sanabria rejoined the meeting.

**7. CONSIDERATION AND APPROVAL FOR AWARD OF CONTRACT TO LAN WAN ENTERPRISE - CITYWIDE Wi-Fi PROJECT**

**MOTION:** Vice Mayor Sanabria moved to Approve Resolution approving awarding a contract and authorization of ongoing monthly maintenance and administration cost to LAN WAN Enterprise in a not to exceed amount of \$2,599,665.34 utilizing CMAS; and authorize ongoing monthly maintenance and administration costs in the amount of \$12,000.00 utilizing CMAS to LAN WAN Enterprise; and authorize and appropriate \$2,743,665.34 of ARPA funds to account No. 787-8915-499.56-41; and authorize



the City Manager to execute all documents associated with the project, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

**NOES:** None

**NOT PRESENT:** Council Member(s): Ortiz and Macias

### **DEPARTMENTAL REPORTS**

Police Chief Lozano shared that the Special Olympic torch run was a success. He also shared that the next Meet your police event will be June 15, 2023 at Raul Perez Park and encouraged everyone to join.

Communications Director Sergio Infanzon provided information on upcoming city events and encouraged everyone to visit the city website for additional information.

### **WRITTEN COMMUNICATIONS**

None

### **COUNCIL COMMUNICATIONS**

Each member of the City Council took a moment to thank staff for their hard work at the Memorial Day event and for their daily efforts in providing quality service to the residents of Huntington Park. Councilmember Karina Macias reminded everyone about the upcoming blood drive on June 13, 2023, at Salt Lake Park.

### **ADJOURNMENT**

Mayor Martinez adjourned the meeting at 9:28 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday June 20, 2023 at 6:00 pm

Respectfully submitted

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

## ITEM 2

### List of Funds - City of Huntington Park

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

## List of Funds - City of Huntington Park

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

**City of Huntington Park  
Demand Register  
June 20, 2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ACCESS AUTO GLASS LLC	1152	741-8060-431.43-20	REPAIR FOR POLICE UNIT	310.00
				<b>\$310.00</b>
ADLERHORST INTERNATIONAL LLC	110073	111-7010-421.61-20	K9 RELATED EXPENSES	301.70
				<b>\$301.70</b>
ADVANCE AUTO PARTS PROFESSIONAL	8799314216214	741-8060-431.43-20	REPAIRS FOR POLICE UNIT	86.84
				<b>\$86.84</b>
AIRESPRING INC.	173088418	111-9050-462.56-41	CLOUD INTERNET SVCS	1,102.42
				<b>\$1,102.42</b>
ALADDIN LOCK & KEY SERVICE	33206	741-8060-431.43-20	KEYS FOR POLICE DEPT	150.00
				<b>\$150.00</b>
ALAN'S LAWN AND GARDEN CENTER, INC.	1164976	535-8090-452.61-20	SUPPLIES FOR PW	995.49
				<b>\$995.49</b>
ALL CITY MANAGEMENT SERVICES, INC	86007	111-7022-421.56-41	SCHOOL CROSSING GUARD SVC	12,630.11
				<b>\$12,630.11</b>
ALVAREZ-GLASMAN & COLVIN	2023-02-20690	111-0220-411.32-70	LEGAL SVCS MONTH OF FEB	11,876.00
	2023-02-20691	111-0220-411.32-70	LEGAL SVCS MONTH OF FEB	4,174.73
	2023-02-20692	111-0220-411.32-70	LEGAL SVCS MONTH OF FEB	3,466.20
	2023-02-20693	111-0220-411.32-70	LEGAL SVCS MONTH OF FEB	6,769.12
	2023-02-20694	111-0220-411.32-70	LEGAL SVCS MONTH OF FEB	24,627.79
	2023-04-20660	111-0220-411.32-70	SUPPLEMENTAL COST APRIL	20,481.04
	202208091011122	745-9031-413.52-30	CLAIM SETTLEMENT	3,808.20
	202208091011202	745-9031-413.52-30	CLAIM SETTLEMENT	3,366.64
	20221011122023	745-9031-413.52-30	CLAIM SETTLEMENT	2,723.95
	202210111220230	745-9031-413.52-30	CLAIM SETTLEMENT	9,611.90
	202211122023010	745-9031-413.52-30	CLAIM SETTLEMENT	17,130.20
				<b>\$108,035.77</b>
AMAZON.COM SERVICES, INC.	1HFH-3PJP-Q3GX	111-6020-451.61-35	CULTURAL ART SUPPLIES	79.36
	1WT6-VKN4-VWK7	111-6020-451.61-35	CULTURAL ART SUPPLIES	170.84
	1VRQ-FPFR-1JV1	111-6065-451.57-46	SENIOR DANCE SUPPLIES	353.66
	1WFT-RQRY-4DRX	111-8020-431.61-20	SUPPLIES FOR PW	550.46
	1WXW-DMYF-FM7F	111-8022-419.43-10	PORTABLE EV CHARGER CM	655.91
	1MVC-3PKW-34XR	239-6060-490.61-60	AFTERSCHOOL PROGRAM SUPPLIES	500.50
	1R91-69JT-316F	239-6060-490.61-60	AFTERSCHOOL PROGRAM SUPPLIES	1,416.10
	1WT6-VKN4-X1H4	239-6060-490.61-60	AFTERSCHOOL PROGRAM SUPPLIES	476.26
	1F1H-TFH9-7QK7	239-6065-490.61-60	SENIOR SUPPLIES	958.06
				<b>\$5,161.15</b>
ANIMAL FRIENDS PET HOTEL	495794	111-7010-421.61-20	VET AND BOARDING SVCS	386.00
	496403	111-7010-421.61-20	VET AND BOARDING SVCS	1,339.25
				<b>\$1,725.25</b>
ARROYO BACKGROUND INVESTIGATIONS	3076	111-7010-421.56-41	EMPLOYEE BACKGROUND INVES	1,000.00
				<b>\$1,000.00</b>
ART OF BRONZE	3-28-ABC122	232-6010-419.56-41	HOME OF THE BRAVE SCULPTURE	5,816.85
				<b>\$5,816.85</b>
AT&T MOBILITY	287304738513X05	111-7010-421.53-10	PD WIRELESS PHONES	5,091.68
				<b>\$5,091.68</b>

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AT&T PAYMENT CENTER	4/28/23-5/27/23	111-7010-421.53-10	PD PHONE SERVICE	3,780.64
				<b>\$3,780.64</b>
AT&T	4/28-5/27	111-9010-419.53-10	BACK UP INTERNET FREEDOM PARK	127.51
	4/21-05/20	111-9010-419.53-10	BACK UP INTERNET COMMUNITY CENTER	169.78
	4/23-5/22	111-9010-419.53-10	BACK UP INTERNET PUBLIC WORKS YARD	46.04
	4/1-4/30	111-9010-419.53-10	BACK UP INTERNET SALT LAKE PARK	65.09
	5/22-6/21	111-6010-419.53-10	BACK UP INTERNET SALT LAKE CAMERAS	197.24
				<b>\$605.66</b>
BEAR ELECTRICAL SOLUTIONS, INC	18564	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVCS	6,350.00
	18721	221-8014-429.56-41	TRAFFIC SIGNAL REPONSES	4,017.00
	18833	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVCS	6,350.00
	18982	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVCS	797.50
				<b>\$17,514.50</b>
BIORATO RODRIGUEZ	06072023	745-9031-413.52-30	SETTLEMENT CLAIM	397.16
				<b>\$397.16</b>
BLACK AND WHITE EMERGENCY VEHICLES	5030	111-7010-421.74-10	EQUIPMENT FOR K9 UNIT	1,853.15
				<b>\$1,853.15</b>
BRINK'S INCORPORATED	5722984	111-9010-419.33-10	BANK SVCS TRANSPORTATION	420.64
				<b>\$420.64</b>
BRIZUELA'S IRON WORK	0132	111-8023-451.43-10	INSTALLATION SECURITY DOOR	850.00
	0138	111-8024-421.43-10	PD ENTRY GATE REPAIR	490.00
				<b>\$1,340.00</b>
BUENA PARK HONDA	503521	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	127.49
	503522	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	402.33
				<b>\$529.82</b>
CALIFORNIA POLICE CHIEFS ASSN.	2299	111-7010-421.56-41	CPCA ANNUAL DUES	1,945.00
				<b>\$1,945.00</b>
CARD INTEGRATORS	00015650	111-7010-421.61-20	DEPT PHOTO ID MACHINE SUP	275.64
				<b>\$275.64</b>
CENTRAL BASIN MWD	HP-MAY23	681-8030-461.41-00	IMPORTED WATER MAY 2023	153,262.22
				<b>\$153,262.22</b>
CENTRAL FORD	27551	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	135.03
	27552	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	382.52
	27676	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	451.95
	23715(23378)	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	47.01
	27030	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	605.53
	27338	741-8060-431.43-20	CREDIT FOR PARTS	-441.00
	27386	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	411.69
	27708	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	459.36
				<b>\$2,052.09</b>
CERVANTES, THOMAS	000023987	681-0000-228.70-00	WATER DEPOSIT REFUND	469.75
				<b>\$469.75</b>
CHAMPION CJD	689184	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	82.10
				<b>\$82.10</b>

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CHARTER COMMUNICATIONS	0514415053023	111-7010-421.53-10	INTERNET CLOUD BACK UP	669.85
	0444795060223	111-9010-419.53-10	CITY HALL BACK UP INTERNET	1,999.00
	0511353051923	111-9010-419.53-10	CITY HALL BACK UP INTERNET	199.97
	0389644053123	121-7040-421.56-14	TV SERVICES JAIL AREA	387.94
				<b>\$3,256.76</b>
CHONG, LENA & VINCENT	000021303	681-0000-228.70-00	WATER REFUND	100.90
				<b>\$100.90</b>
CINDI CAYAX	2532	111-6065-451.57-46	ZUMBA CLASSES SENIOR COMMUNITY	630.00
				<b>\$630.00</b>
CINTAS CORPORATION NO 3	4154093535	741-8060-431.56-41	UNIFORM DRY CLEANING	450.15
	4154770528	741-8060-431.56-41	UNIFORM DRY CLEANING	450.15
	4155524898	741-8060-431.56-41	UNIFORM DRY CLEANING	544.77
	4156190094	741-8060-431.56-41	UNIFORM DRY CLEANING	469.77
				<b>\$1,914.84</b>
CLINICAL LAB OF SAN BERNARDINO, INC	2300820	681-8030-461.56-41	WATER QUALITY TESTING	349.50
				<b>\$349.50</b>
COALITION FOR RESPONSUBLE COMMUNITY	FM1341	111-7024-421.56-41	JANITORIAL SERVICES MAY	3,724.48
	FM1341	111-8020-431.56-41	JANITORIAL SERVICES MAY	1,414.74
	FM1341	111-8022-419.56-41	JANITORIAL SERVICES	4,376.23
	FM1341	111-8023-451.56-41	JANITORIAL SERVICES MAY	11,562.80
				<b>\$21,078.25</b>
COLIMA GLASS & WINDOW CORP	4859	111-8023-451.43-10	REPLACING GLASS AT RAUL PARK	750.00
	4861	111-8023-451.43-10	REPLACE GLASS SALT LAKE PARK	380.00
	4858	111-8024-421.43-10	INSTALLATIONS FOR PD	275.00
				<b>\$1,405.00</b>
CONCENTRA MEDICAL CENTERS	79250645	111-2030-413.56-41	DOT PHYSICAL	107.00
	79332859	111-2030-413.56-41	POLICE OFFICE PHYSICAL	1,242.00
				<b>\$1,349.00</b>
CRISTINA PARRA HERNANDEZ	23PD-01	111-7010-421.61-20	JAILER CUSTODY OFFICER SVC	600.00
				<b>\$600.00</b>
DATA TICKET INC.	151094	111-7010-421.61-20	SAFETY MUNICIPAL CODE	103.25
	150990	111-7065-441.61-20	ANIMAL ENFORCEMENT CITATION	89.35
	151058	111-9010-415.56-15	FTB COLLECTIONS	162.50
	151760	111-9010-415.56-15	DAILY CITATION PROCESSING	22,015.97
				<b>\$22,371.07</b>
DATAPROSE, INC.	DP2302141	681-3022-415.53-20	WATER BILLS AND POSTAGE	2,021.66
	DP2302141	681-3022-415.56-41	WATER BILLS AND POSTAGE	1,241.58
				<b>\$3,263.24</b>
DELTA DENTAL	BE005527431	111-0000-217.50-20	DELTA CARE DPO BENEFITS	8,157.28
				<b>\$8,157.28</b>
DELTA DENTAL INSURANCE COMPANY	BE005524992	111-0000-217.50-20	DELTA CARE PMI BENEFITS	1,928.44
				<b>\$1,928.44</b>
DF POLYGRAPH	2023/4	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	1,400.00
				<b>\$1,400.00</b>

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DUNN EDWARDS CORPORATION	2009A11125	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	945.21
				<b>\$945.21</b>
EDWIN RUANO	8217	239-6060-490.61-60	REPLACE BLINDS FREEDOM PARK	4,985.00
				<b>\$4,985.00</b>
EMMANUEL SOBERANIS	158225	111-7010-421.59-15	TRAINING REIMBURSEMENT	371.80
				<b>\$371.80</b>
ESTELA RAMIREZ	5198	111-6060-466.33-20	AEROBIC TRAINING	364.00
				<b>\$364.00</b>
EVERBRIDGE, INC.	M75494	111-0210-413.56-41	CITY WIDE COMMUNICATION	6,300.00
				<b>\$6,300.00</b>
EXPRESS TRANSPORTATION SERVICES LLC	HPE06012023	111-0000-362.20-15	FIXED ROUTE TRANSIT SVCS	-2,500.00
	HPE06012023	219-0000-340.30-00	FIXED ROUTE TRANSIT SVCS	-1,682.00
	HPE06012023	219-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	36,354.16
	DAR05012023	219-8085-431.56-45	FIXED ROUTE TRANSIT SVCS	69,183.33
	HPE06012023	220-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	36,354.17
	HPE06012023	222-8010-431.56-43	FIXED ROUTE TRANSIT SVCS	36,354.17
				<b>\$174,063.83</b>
FAIR HOUSING FOUNDATION	05092023	239-5210-463.57-87	PERSONNEL COSTS OPER. APR	1,623.27
				<b>\$1,623.27</b>
FAST DEER BUS CHARTER	161603	219-8085-431.57-70	AFTERSCHOOL EVENT PRG	977.50
	161604	219-8085-431.57-70	SENIOR EVENT	1,955.00
	161605	219-8085-431.57-70	SENIOR EXCURSION	1,564.00
				<b>\$4,496.50</b>
FERGUSON ENTERPRISES INC	2560068	111-8023-451.43-10	PLUMBING SUPPLIES PD	102.47
	2562695	111-8023-451.43-10	PLUMBING SUPPLIES PD	71.51
				<b>\$173.98</b>
GA TECHNICAL SERVICES, INC	21879	111-5055-419.56-41	MAINTENANCE REPAIR	2,229.50
	21880	111-5055-419.56-41	MAINTENANCE REPAIR	2,229.50
				<b>\$4,459.00</b>
GEORGE CHEVROLET	133758CVW	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	109.97
	140157CVW	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	145.26
	140774CVW	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	80.54
				<b>\$335.77</b>
GOVERNMENT STAFFING SERVICES, INC	130159	111-3010-415.56-41	CONTRACTUAL SVCS	10,384.62
	130165	111-3010-415.56-41	CONTRACTUAL SVCS	10,384.62
	130169	111-3010-415.56-41	CONTRACTUAL SVCS	10,384.62
	130173	111-3010-415.56-41	CONTRACTUAL SVCS	10,384.62
	130177	111-3010-415.56-41	CONTRACTUAL SVCS	10,384.62
	130181	111-3010-415.56-41	CONTRACTUAL SVCS	17,604.62
	130185	111-3010-415.56-41	CONTRACTUAL SVCS	20,384.62
	130189	111-3010-415.56-41	CONTRACTUAL SVCS	20,384.62
	130193	111-3010-415.56-41	CONTRACTUAL SVCS	20,384.62
	130197	111-3010-415.56-41	CONTRACTUAL SVCS	20,384.62



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GOVERNMENT STAFFING SERVICES, INC	130202	111-3010-415.56-41	CONTRACTUAL SVCS	20,384.62
	130207	111-3010-415.56-41	CONTRACTUAL SVCS	20,384.62
	130169	787-8914-499.56-41	CONTRACTUAL SVCS	427.50
	130173	787-8914-499.56-41	CONTRACTUAL SVCS	6,650.00
	130177	787-8914-499.56-41	CONTRACTUAL SVCS	5,985.00
	130181	787-8914-499.56-41	CONTRACTUAL SVCS	10,260.00
	130185	787-8914-499.56-41	CONTRACTUAL SVCS	10,260.00
	130189	787-8914-499.56-41	CONTRACTUAL SVCS	9,690.00
	130193	787-8914-499.56-41	CONTRACTUAL SVCS	11,250.00
	130197	787-8914-499.56-41	CONTRACTUAL SVCS	12,395.00
	130202	787-8914-499.56-41	CONTRACTUAL SVCS	15,010.00
	130207	787-8914-499.56-41	CONTRACTUAL SVCS	11,250.00
				<b>\$285,012.94</b>
GREENLEAF ENGINEERING	25336	681-0000-228.30-00	FIRE HYDRANT REFUND	983.27
				<b>\$983.27</b>
HAJOCA CORPORATION	S167083575.001	111-8023-451.43-10	PARTS-PARK RESTROOMS	665.98
	S168354811.001	111-8024-421.43-10	PLUMBING SUPPLIES FOR PD	484.24
				<b>\$1,150.22</b>
HASA, INC.	889350	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	279.32
	889351	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	270.61
	891270	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	189.43
	891271	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	354.11
				<b>\$1,093.47</b>
HECTOR G. MORENO	5191	111-6060-466.33-20	TAEKWONDO	120.00
	5199	111-6060-466.33-20	TAEKWONDO	960.00
	5200	111-6060-466.33-20	TAEKWONDO	576.00
				<b>\$1,656.00</b>
HIGUERA, MARIA G.	000023707	681-0000-228.70-00	WATER DEPOSIT REFUND	85.00
				<b>\$85.00</b>
HILDA ESTRADA	029	111-1010-411.56-41	TRANSLATION SERVICES	6,500.00
				<b>\$6,500.00</b>
IBE DIGITAL	455097	111-9010-419.44-10	TONER FOR PRINTER	18.07
	455098	111-9010-419.44-10	TONER FOR PRINTER	36.14
	455336	111-9010-419.44-10	BLACK TONER V CARE	18.07
				<b>\$72.28</b>
IDEAL LIGHTING	123727	111-8023-451.43-10	LIGHTS FOR PARK BUILDINGS	4,416.62
				<b>\$4,416.62</b>
INFRAMARK LLC	95209	283-8040-432.56-41	ROUTINE MAINTENANCE MAY	14,297.04
	95745	283-8040-432.56-41	ROUTINE MAINTENANCE JUNE	14,297.04
	95209	681-8030-461.56-41	ROUTINE MAINTENANCE MAY	110,211.74
	95745	681-8030-461.56-41	ROUTINE MAINTENANCE JUNE	110,211.74
				<b>\$249,017.56</b>
INFRASTRUCTURE ENGINEERS	28530	111-5010-419.56-49	BUILDING & SAFETY SVC	47,472.50

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INFRASTRUCTURE ENGINEERS	28536	111-5010-419.56-49	BUILDING & SAFETY SVC	18,143.31
				<b>\$65,615.81</b>
INNER CITY VISIONS	1012	239-5030-490.56-41	CITY HP HOMELESS OUTREACH	10,091.24
	1013	239-5030-490.56-41	CITY HP HOMELESS OUTREACH	10,091.24
	1014	239-5030-490.56-41	CITY HP HOMELESS OUTREACH	10,091.24
				<b>\$30,273.72</b>
J SQUARED	00116	681-8030-461.56-41	PROFESSIONAL SVCS	800.00
				<b>\$800.00</b>
JC SIGNS	776	111-6020-451.56-41	EVENT SIGNAL SERVICES	800.00
				<b>\$800.00</b>
JERRY'S AUTO BODY, INC.	32820	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	489.23
	32833	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	3,633.22
	32822	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	3,450.04
	32825	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,922.53
	32826	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,152.09
	32828	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	637.82
				<b>\$11,284.93</b>
JESUS INIGUEZ	0000001	111-0310-466.55-57	CATERING AT ART WALK	1,200.00
				<b>\$1,200.00</b>
JESUS RODRIGUEZ JR	HP120006132	111-0000-351.10-10	CITATION REFUND	112.34
				<b>\$112.34</b>
JOEL GORDILLO	JG202305	111-1010-411.56-41	MEDIA TECHNICIAN SERVICES	1,650.00
				<b>\$1,650.00</b>
JOHN MANALO	HP020029035	111-0000-351.10-10	CITATION REFUND	145.00
	HP050031922	111-0000-351.10-10	CITATION REFUND	145.00
				<b>\$290.00</b>
JTB SUPPLY COMPANY INC	111970	221-8014-429.61-20	ISOLATOR CARD TRAFFIC SIGN	1,190.70
				<b>\$1,190.70</b>
KIMBALL MIDWEST	101089581	221-8014-429.61-20	TERMINALS FOR ST. LIGHTS	478.93
	101085940	741-8060-431.43-20	VEHICLE PARTS FOR FLEET	356.55
	101086039	741-8060-431.43-20	SUPPLIES FOR FLEET	367.84
				<b>\$1,203.32</b>
LACMTA	HP04152023	219-8085-431.58-50	MARCH POSITION SUMMARY	712.02
	HP05152023	219-8085-431.58-50	APRIL POSITION SUMMARY	473.77
				<b>\$1,185.79</b>
LAN WAN ENTERPRISE, INC	74179	111-7010-419.43-15	IT SVCS MONTHLY MAINT FEE	26,361.30
	74179	111-9010-419.43-15	IT SVCS MONTHLY MAINT FEE	26,361.30
				<b>\$52,722.60</b>
LARIOS ENTERPRISES INC.	INV12294	111-0310-466.55-57	FOOD TICKETS	430.00
				<b>\$430.00</b>
LAURIE KAJIWARA	HP0028	111-9010-419.56-41	ADMIN CONSULTING SVCS MAY	6,996.75
				<b>\$6,996.75</b>
LB JOHNSON HARDWARE CO.	127085	111-8022-419.43-10	CITY HALL CAR CHARGER	27.55
	127063	111-8023-451.43-10	PARK BUILDINGS	13.13

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LB JOHNSON HARDWARE CO.	127141	111-8023-451.43-10	PARK BUILDINGS SUPPLIES	106.17
	127155	111-8023-451.43-10	PARK BUILDINGS SUPPLIES	4.37
				<b>\$151.22</b>
LIEBERT CASSIDY WHITMORE	232167	111-0220-411.32-70	LEGAL SVCS FOR DECEMBER	5,990.50
	233145	111-0220-411.32-70	LEGAL SVCS FOR DECEMBER	3,430.50
	234065	111-0220-411.32-70	LEGAL SERVICES JAN 2023	3,172.50
	237968	111-0220-411.32-70	LEGAL SVCS 'MARCH	2,434.60
	238208	111-0220-411.32-70	LEGAL SVCS 'MARCH	2,850.00
	239155	111-0220-411.32-70	LEGAL SVCS 'MARCH	26,927.00
	239176	111-0220-411.32-70	LEGAL SVCS 'MARCH	1,782.00
				<b>\$46,587.10</b>
LOZADA'S TRANSMISSIONS INC.	4892	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	3,615.45
				<b>\$3,615.45</b>
LUXURY AUTO BODY	PW6016	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	4,597.89
	PW6017	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	6,988.26
				<b>\$11,586.15</b>
MAINSTREAM UNLIMITED LLC	133	111-0210-413.59-15	TEAM BUILDING RETREAT PRE	1,850.00
				<b>\$1,850.00</b>
MARIA HERNANDEZ	HP010029106	111-0000-351.10-10	CITATION REFUND	150.00
	HP020026944	111-0000-351.10-10	CITATION REFUND	90.00
	HP120006886	111-0000-351.10-10	CITATION REFUND	291.00
	HP120007227	111-0000-351.10-10	CITATION REFUND	291.00
				<b>\$822.00</b>
MARIA RAMON	1	111-0310-466.55-57	FOOD FOR STAFF ART WALK	700.00
				<b>\$700.00</b>
MARY BUENO	HP050036070	111-0000-351.10-10	CITATION REFUND	65.00
				<b>\$65.00</b>
MERRIMAC ENERGY GROUP	2225269	741-8060-431.62-30	FUEL PURCHASE	26,007.70
				<b>\$26,007.70</b>
MUNOZ, MOISES	000017711	681-0000-228.70-00	WATER REFUND	120.04
				<b>\$120.04</b>
NATIONWIDE ENVIRONMENTAL SERVICES	33188	220-8070-431.56-41	BUS STOP MAINT SVCS MAY	20,411.91
				<b>\$20,411.91</b>
NETMOTION SOFTWARE, INC	10069934	111-7010-421.56-41	MOBILITY NETWORK SECURITY	1,784.78
				<b>\$1,784.78</b>
NEW CHEF FASHION INC.	1056513	111-7010-421.61-20	UNIFORM POLO SHIRTS	49.60
	1056645	111-7010-421.61-20	UNIFORM POLO SHIRTS	66.15
				<b>\$115.75</b>
NORTH STAR LAND CARE	1601-543	535-8090-452.56-60	CONTRACTUAL SVCS	37,617.75
	1601-551	535-8090-452.56-60	CONTRA TURAL SVCS	37,440.00
				<b>\$75,057.75</b>
O'REILLY AUTO PARTS	2959-318685	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	13.77
	2959-315087	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	94.59
	2959-318007	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	870.14
	2959-318141	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	34.41

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-318165	741-8060-431.43-20	CREDIT FOR PARTS	-22.00
	2959-318170	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	580.84
	2959-318173	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	8.51
	2959-320871	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	83.71
	2959-321650	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	47.42
	2959-321799	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	97.70
				<b>\$1,809.09</b>
OK PRINTING DESIGN & DIGITAL PRINT	2914	111-7030-421.61-20	BUSINESS CARDS	59.70
	2942	111-7030-421.61-20	GENERIC ENVELOPE PD DEPT	120.10
	2777	111-8010-431.61-20	TEMPORARY NO PARKING SIGN	1,762.49
				<b>\$1,942.29</b>
ORANGE LINE DEVELOPMENT AUTHORITY	23/24-008	111-5010-419.56-41	MEMBERSHIP DUES	21,548.26
				<b>\$21,548.26</b>
PACIFICA SERVICES INC.	346-11	221-8010-431.76-12	CIP2021-01 SB1 CDBG ST RE	2,075.00
				<b>\$2,075.00</b>
PITNEY BOWES	3106109376	111-9010-419.53-20	LEASE INVOICE	561.29
	3106109620	111-9010-419.53-20	LEASE INVOICE	362.71
				<b>\$924.00</b>
PITNEY BOWES GLOBAL FINANCIAL	3106097493	111-7010-421.56-41	MAILING SYSTEM LEASING CH	73.28
	3106097493	111-7040-421.44-10	MAILING SYSTEM LEASING CH	520.04
				<b>\$593.32</b>
PREFERRED IMPRESSIONS INC	26903	111-7010-421.74-10	VEHICLE GRAPHICS VEHICLE	1,982.75
	26904	111-7010-421.74-10	VEHICLE GRAPHICS VEHICLE	1,982.75
				<b>\$3,965.50</b>
PREFERRED IMPRESSIONS SIGN & DISPLA	26898	741-8060-431.43-20	PW SUPPLIES	187.81
				<b>\$187.81</b>
QUINN COMPANY	PCN70015597	741-8060-431.43-20	PARTS FOR CITY GENERATOR	114.30
	PCN70015598	741-8060-431.43-20	PARTS FOR CITY GENERATOR	194.15
	PCN70015599	741-8060-431.43-20	PARTS FOR CITY GENERATOR	114.30
	PCN70015600	741-8060-431.43-20	PARTS FOR CITY GENERATOR	219.77
				<b>\$642.52</b>
R & A TANK TECHNOLOGIES LLC	0525-3718	741-8060-431.43-20	ANNUAL AQMD TEST	850.00
				<b>\$850.00</b>
RAMCAST ORNAMENTAL SUPPLY CO, INC.	1079267-IN	111-8020-431.43-10	REMOTE CONTROLS-PW	319.89
				<b>\$319.89</b>
RENE RUBALCAVA	04272023	111-6020-451.61-35	MEDICAL CAMP SUPPLIES	82.27
				<b>\$82.27</b>
RESOURCE BUILDING MATERIALS	3590685	111-8010-431.61-20	REGULAR CEMENT PALLET	1,166.40
	3590677	535-8090-452.61-20	CHALK FOR BASEBALL FIELD	1,246.48
				<b>\$2,412.88</b>
RICARDO REYES	05222023	111-5010-419.59-15	ICSC TRAVEL EXPENSES	21.88
	05232023	111-5010-419.59-15	ICSC TRAVEL EXPENSES	41.95
	28289	111-5010-419.59-15	ICSC TRAVEL EXPENSES	14.95
	283250	111-5010-419.59-15	ICSC TRAVEL EXPENSES	17.89

**City of Huntington Park  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
RICARDO REYES	28379	111-5010-419.59-15	ICSC TRAVEL EXPENSES	21.51
	4364579	111-5010-419.59-15	ICSC TRAVEL EXPENSES	21.28
	4499	111-5010-419.59-15	ICSC TRAVEL EXPENSES	20.65
				<b>\$160.11</b>
SALVATION ARMY	SALARMY-JUNE23	239-5280-490.51-85	SALVATION ARMY SVCS COVID	91,145.96
				<b>\$91,145.96</b>
SOUTHERN CALIFORNIA EDISON	4/26/23-5/24/23	535-8016-431.62-10	VARIOUS LOCATIONS OF ST LIGHTS	35,829.56
	4/26/23-5/24/23	681-8030-461.62-20	VARIOUS LOCATIONS OF ST LIGHTS	13,933.72
	4/25/23-5/23/23	535-8016-431.62-10	ELECTRICAL SVC OLIVE ST	200.68
				<b>\$49,963.96</b>
SOUTHERN CALIFORNIA NEWS GROUP	0000565964	111-1010-411.54-00	ADVERTISING	705.07
				<b>\$705.07</b>
SPARKLETTES	19438227053123	111-7010-421.56-41	WATER SVCS FOR PD	449.10
				<b>\$449.10</b>
STANDARD INSURANCE COMPANY	3789170001	111-0000-217.50-70	JUNE STANDARD LIFE INS	7,657.31
				<b>\$7,657.31</b>
STAR2STAR COMMUNICATIONS LLC	SUBC00010907	111-9010-419.53-10	MONTHLY FEES JUNE	10,805.99
				<b>\$10,805.99</b>
STEVE FORSTER	0347	111-5010-419.59-15	ICS SUPPLIES	111.34
	183273098	111-5010-419.59-15	FUEL FOR WORK TRUCK	156.10
	2-3140-1332	111-5010-419.59-15	ICSC SUPPLIES	26.01
				<b>\$293.45</b>
SUNBELT RENTALS INC	136387579-0007	111-8010-431.44-10	RENTAL OF DIESEL GENERATOR	3,302.50
	138489350-0001	111-8010-431.44-10	RENTAL OF DIESEL GENERATOR	741.48
				<b>\$4,043.98</b>
SUPERION, LLC	382194	111-9010-419.43-15	FINANCIAL SYSTEMS	187.05
	384400	111-9010-419.43-15	FINANCIAL SYSTEMS	184.65
				<b>\$371.70</b>
SUPERIOR COURT OF CALIFORNIA	04012023	111-7010-415.56-10	PARKING CITATION SURCHARGE	31,872.35
	05012023	111-7010-415.56-10	PARKING CITATION SURCHARGE	32,503.45
				<b>\$64,375.80</b>
T-MOBILE USA	4/21/23-5/20/23	111-5055-419.53-10	CODE ENFORCEMENT PHONES	198.22
	5222023	111-6010-451.56-41	MOBILE SERVICES FOR PARKS	427.19
	4/21/23-5/20/23	111-8095-431.53-10	PHONE USAGE PUBLIC WORKS	1,133.87
	4/21/23-5/20/23	681-8030-461.53-10	PHONE USAGE PUBLIC WORKS	155.20
				<b>\$1,914.48</b>
THE GAS COMPANY	4/10/23-5/9/23	111-8020-431.62-10	GAS SVCS VARIOUS GOV BUILDINGS	901.84
	4/10/23-5/9/23	111-8022-419.62-10	GAS SVCS VARIOUS GOV BUILDINGS	1,967.65
	4/10/23-5/9/23	111-8023-451.62-10	GAS SVCS VARIOUS GOV BUILDINGS	737.87
	4/10/23-5/9/23	111-7024-421.62-10	GAS SVCS VARIOUS GOV BUILDINGS	4,591.18
				<b>\$8,198.54</b>
THE HITT COMPANIES, INC	OE-119439	111-7030-421.61-20	ENGRAVED BADGES	43.70
				<b>\$43.70</b>

**City of Huntington Park  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
THE PLUMBING ONE & CONSTRUCTION	3205	111-8024-421.43-10	SUPPLIES FOR POLICE DEPT	5,000.00
				<b>\$5,000.00</b>
THORSON MOTOR CENTER	473859ISR	741-8060-431.43-20	CREDIT FOR PARTS	-129.83
	474326BUR	741-8060-431.43-20	FLEET MAINTENANCE PARTS	95.00
	474508-1BUR	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	79.16
	474508BUR	741-8060-431.43-20	FLEET MAINTENANCE PARTS	86.05
	474542BUR	741-8060-431.43-20	FLEET MAINTENANCE PARTS	241.58
	474803BUR	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	604.31
	474913BUR	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	351.66
	474914BUR	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	15.21
	474917BUR	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	66.94
				<b>\$1,410.08</b>
THREE G'S PLUMBING	22898	111-8024-421.43-10	SVC CALL PLUMBING PD	800.00
				<b>\$800.00</b>
TIREHUB, LLC	34800227	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	916.95
				<b>\$916.95</b>
TOWN HALL STREAMS	14877	111-1010-411.56-41	FACEBOOK LIVE	300.00
				<b>\$300.00</b>
TRIANGLE SPORTS	41889	111-6030-451.61-35	BASEBALL SUPPLIES	818.51
	41890	111-6030-451.61-35	BASEBALL SUPPLIES	863.96
				<b>\$1,682.47</b>
TYLER TECHNOLOGIES, INC.	045-423027	111-9050-419.43-15	FINANCIAL SYSTEM	63,554.40
				<b>\$63,554.40</b>
U.S. ARMOR CORPORATION	42339	111-7022-421.61-24	PD BULLETPROOF VEST	776.82
				<b>\$776.82</b>
U.S. BANK EQUIPMENT FINANCE	503006199	111-0210-421.44-10	IBE DIGITAL FINANCING JUN	2,376.86
				<b>\$2,376.86</b>
ULINE	163672416	741-8060-431.43-20	PW CLEANING SUPPLIES	342.99
				<b>\$342.99</b>
UNDERGROUND SERVICE ALERT OF SO CAL	22-2304078	221-8014-429.56-41	MONTHLY BILLING MAY 23	110.64
	520230137	221-8014-429.56-41	MONTHLY FEE MAY 2023	388.00
				<b>\$498.64</b>
UPWARD SOLUTIONS	23-0509	111-5010-419.56-41	PUBLIC AFFAIR SERVICES	5,000.00
				<b>\$5,000.00</b>
URBAN RESTORATION GROUP US,INC.	00037835	111-8095-431.61-50	GRAFFITI REMOVAL	1,157.86
				<b>\$1,157.86</b>
VALLEY ALARM	1119399	111-8010-431.56-41	FIRE &SECURITY ALARM JUNE	665.34
	1119399	111-8022-419.56-41	FIRE &SECURITY ALARM JUNE	665.33
	1119399	111-8023-451.56-41	FIRE &SECURITY ALARM JUNE	715.28
				<b>\$2,045.95</b>
VALLEY VISTA SERVICES INC	0005236980	111-8027-431.56-59	SOLID WASTE HANDLING SVCS	19,130.00
				<b>\$19,130.00</b>

**City of Huntington Park  
Demand Register  
June 20, 2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VELADA CONSULTING LLC	49	111-0310-413.56-41	CONSULTING SERVICES	7,500.00
	50	111-0310-413.56-41	CONSULTING SERVICES	7,500.00
				<b>\$15,000.00</b>
VICTORIA TIRE CENTER DRIVE	145560	741-8060-431.43-20	CAR PARTS FOR PW UNIT	65.00
				<b>\$65.00</b>
VISION SERVICE PLAN-CA	817960026	111-0000-217.50-30	MONTHLY VISION SVC JUNE	7,161.80
	817960038	111-0000-217.50-30	MONTHLY VISON SVC JUNE23	134.78
				<b>\$7,296.58</b>
WATER REPLENISHMENT DISTRICT OF	4302023	681-8030-461.41-00	GROUNDWATER PRODUCTION	69,508.32
	W210806	681-8030-461.42-05	GROUND WATER PROGRAMMING	48.00
	W2H0541	681-8030-461.42-05	GROUND WATER PROGRAMMING	479.00
	W2H0820	681-8030-461.42-05	GROUND WATER PROGRAMMING	48.00
	W2J2555	681-8030-461.42-05	GROUND WATER PROGRAMMING	251.00
	W2K1105	681-8030-461.42-05	GROUND WATER PROGRAMMING	48.00
	W2L1755	681-8030-461.42-05	GROUND WATER PROGRAMMING	48.00
	2	681-8030-461.43-30	CONSTRUCTION OF WELLHEAD	40,915.40
	2	681-8030-461.76-26	CONSTRUCTION OF WELLHEAD	116,961.43
				<b>\$228,307.15</b>
WEST & ASSOCIATES ENGINEERING, INC	1008.16.23-06B	111-8031-433.76-17	MANAGEMENT OF NPDES	17,800.00
	1008.16.06-13	202-8080-431.76-21	CIP 2018-11 ATP CYCLE IV	1,930.00
				<b>\$19,730.00</b>
WEST GOVERNMENT SERVICES	848412231	111-7030-421.56-41	ONLINE LEGAL RESEARCH SVC	1,716.80
				<b>\$1,716.80</b>
WESTCHESTER MEDICAL GROUP	CH139-0036	111-2030-413.56-41	TREADMILL STRESS TEST	315.00
				<b>\$315.00</b>
WEX BANK	89726991	741-8060-431.62-30	FUEL PURCHASE FOR DEPT	1,351.91
				<b>\$1,351.91</b>
XEROX FINANCIAL SERVICES	4327645	111-8020-431.43-05	LEASE FOR XEROX COPIER	59.99
	4327645	285-8050-432.43-05	LEASE FOR XEROX COPIER	59.98
	4327645	681-8030-461.43-05	LEASE FOR XEROX COPIER	59.99
				<b>\$179.96</b>
XPRESS WASH INC	16322	741-8060-431.43-20	CAR WASH SVC MAY	1,122.00
				<b>\$1,122.00</b>
				<b>\$2,165,035.84</b>

### ITEM 3





# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

June 20, 2023

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION OF RETIREMENT AND OWNERSHIP TRANSFER OF POLICE SERVICE DOG "BAM"**

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

1. Approve the retirement of Police Service Dog BAM; and
2. Approve the transfer of ownership of BAM to its handler, Officer Nick Nichols, for the amount of one dollar (\$1.00); and
3. Authorize the City Manager to execute the Release and Waiver of Liability and Indemnity Agreement to effectuate the transfer of ownership of BAM.

### **BACKGROUND**

Police Service Dog (PSD) "BAM" is a 7½ year old canine, cross-trained in narcotics detection and suspect apprehension. After almost two (2) years of loyal service to the Huntington Park Police Department (HPPD) and almost five (5) years of service to the Burbank Police Department, BAM has reached the end of his police service life. BAM has been a working police canine his entire life and is now exhibiting medical limitations to continue in service due to his age and the demand of police work. BAM has dedicated the equivalent of about 50 years of service - (in dog years), as working police service canine.

Given that Officer Nick Nichols has been BAM's only handler at HPPD and they have developed an inseparable bond, it is appropriate and prudent to allow BAM to retire in the care of Officer Nick Nichols, so that BAM can continue living a happy and healthy civilian life alongside his partner and family.

Since inception of the police department's patrol division K9 program, it has been the City's standard practice to transfer ownership of canines that have reached the end of their police service life to their handler for the nominal sum of \$1.00 (one dollar). Similar

# **CONSIDERATION OF RETIREMENT AND OWNERSHIP TRANSFER OF POLICE SERVICE DOG "BAM"**

June 20, 2023

Page 2 of 2

transfer of canine ownership is standard practice among other cities and law enforcement agencies. This practice is in the best interest of the canine and handler.

Officer Nick Nichols wishes to obtain ownership of BAM and it is recommended the City Council honor this interest to divest itself of both ownership and vicarious future liability for BAM.

## **FISCAL IMPACT/FINANCING**

The transfer of ownership of Bam will generate positive revenue of \$1.00 (one-dollar) to the City's General Fund.

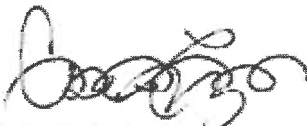
## **CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**COSME LOZANO**  
Chief of Police

## **ATTACHMENTS**

- A. Release and Waiver of Liability and Indemnity Agreement between the City of Huntington Park and Officer Nick Nichols

# ATTACHMENT "A"

## CITY OF HUNTINGTON PARK

### **"RETIRED" POLICE DOG RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

This Release, Waiver of Liability and Indemnification Agreement ("Agreement") is made and entered into as the date indicated below by and between and City of Huntington Park, a municipal corporation ("City") and Officer Nick Nichols ("Police Officer") as follows:

The City of Huntington Park hereby transfers ownership of Bam ("Retired Police Dog"), a trained police dog, to Police Officer, and will not require the Retired Police Dog's future services as a part of the Huntington Park Police Department's K-9 Unit. In consideration, Police Officer agrees to assume full responsibility, ownership and control of the Retired Police Dog (including its food, shelter, veterinary needs, and any other expenses related to the Retired Police Dog's care and upkeep), and promises, agrees, and covenants to the following waivers, release, and agreements to indemnify City, its officials, officers, employees and agents (collectively and "Indemnified Parties").

1. **Waiver and Release** Police Officer hereby waives all actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation or otherwise) demands, claims, and causes of action, and other means of recovery, of whatever nature, for injuries to person (including without limitation death, dismemberment and emotional distress), or damages (whether to person, property or business and including without limitation all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to the Retired Police Dog from the date of this Agreement. Police Officer expressly acknowledges that he or she is familiar with Section 1542 of the California Civil Code which provides:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor"**

Police Officer expressly waives and relinquishes any right and benefit which it may have under Section 1542 of the California Civil Code, or any State or federal statute or common law principle to similar effect, to the full extent that such rights and benefits may be lawfully waived pertaining to the subject matter of the waiver and release set forth in this paragraph. Undersigned understands and acknowledges the significance and consequences of this specific waiver of Section 1542 of the California Civil Code.

2. **Indemnity and Hold Harmless.** Police Officer shall indemnify, defend (with legal counsel selected by City) and hold the Indemnified Parties, and each of them, harmless from and against any actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise) demands, claims and causes of action of whatever nature, costs and expenses (including attorneys fees), judgments, orders, decrees, liens and other encumbrances, liabilities, injuries to person (including without limitation, death, dismemberment, and emotional distress), damages (whether to person, property, or business, including without limitation, all forms of monetary recover, whether for general, special, compensatory, or punitive damages, loss or earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to the Retired Police Dog from the date of this Agreement.
3. **Notice of Claims.** Police Officer shall provide written notice to City within ten (10) days of the service on or delivery to Police Officer of any claim, demand, suit, action, or other proceeding arising out of or in any way related to the subject matter covered under this Agreement.
4. **Interpretation and Severability.** Police Officer further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full force and effect. This Agreement shall not apply to any actions, proceedings, demands, claims and causes of action arising from the actions of the Retired Police Dog occurring before the date of the Agreement.

Police Officer represents that he or she has had an opportunity to read this Agreement and seek the advice of independent legal counsel and is entering into the Agreement voluntarily.

Name of Police Officer (print): Nick Nichols

Address: 6542 Miles Avenue Huntington Park, CA 90255

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

ITEM 3



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

June 20, 2023

Honorable Mayor and Members of the City Council  
City of Huntington Park  
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# **CONSIDERATION OF RETIREMENT AND OWNERSHIP TRANSFER OF POLICE SERVICE DOG "BAM"**

June 20, 2023

Page 2 of 2

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## **CONCLUSION**

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Respectfully submitted,



**RICARDO REYES**  
City Manager



**COSME LOZANO**  
Chief of Police

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1. **Waiver and Release** Police Officer hereby waives all actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation or otherwise) demands, claims, and causes of action, and other means of recovery, of whatever nature, for injuries to person (including without limitation death, dismemberment and emotional distress), or damages (whether to person, property or business and including without limitation all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to the Retired Police Dog from the date of this Agreement. Police Officer expressly acknowledges that he or she is familiar with Section 1542 of the California Civil Code which provides:

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor”**

Police Officer expressly waives and relinquishes any right and benefit which it may have under Section 1542 of the California Civil Code, or any State or federal statute or common law principle to similar effect, to the full extent that such rights and benefits may be lawfully waived pertaining to the subject matter of the waiver and release set forth in this paragraph. Undersigned understands and acknowledges the significance and consequences of this specific waiver of Section 1542 of the California Civil Code.

2. **Indemnity and Hold Harmless.** Police Officer shall indemnify, defend (with legal counsel selected by City) and hold the Indemnified Parties, and each of them, harmless from and against any actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise) demands, claims and causes of action of whatever nature, costs and expenses (including attorneys fees), judgments, orders, decrees, liens and other encumbrances, liabilities, injuries to person (including without limitation, death, dismemberment, and emotional distress), damages (whether to person, property, or business, including without limitation, all forms of monetary recover, whether for general, special, compensatory, or punitive damages, loss or earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to the Retired Police Dog from the date of this Agreement.
3. **Notice of Claims.** Police Officer shall provide written notice to City within ten (10) days of the service on or delivery to Police Officer of any claim, demand, suit, action, or other proceeding arising out of or in any way related to the subject matter covered under this Agreement.
4. **Interpretation and Severability.** Police Officer further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full force and effect. This Agreement shall not apply to any actions, proceedings, demands, claims and causes of action arising from the actions of the Retired Police Dog occurring before the date of the Agreement.

Police Officer represents that he or she has had an opportunity to read this Agreement and seek the advice of independent legal counsel and is entering into the Agreement voluntarily.

Name of Police Officer (print): Nick Nichols

Address: 6542 Miles Avenue Huntington Park, CA 90255

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

## ITEM 4



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

June 20, 2023

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

Dear Mayor and Members of the City Council:

## **APPROVE DONATION OF A POLICE SERVICE DOG FOR NARCOTICS DETECTION AND SUSPECT APPREHENSION**

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

1. Authorize the City Manager to receive a Police Service Dog for narcotics detection and suspect apprehension from Adlerhorst International, LLC; and
2. Authorize the Chief of Police to take physical possession of the Police Service Dog and assign the canine to the police department's patrol division K9 program for police service in the community.

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

The police department needs to retire Police Service Dog (PSD) "BAM". PSD BAM serves the City of Huntington Park as a narcotics detection canine and is also cross trained to search for suspects. BAM has been involved in numerous illicit drug seizures and noteworthy apprehensions of suspects during his tenure; however, BAM has now reached the end of his police service life. BAM is seven (7½) years old and has been in police service his entire life. This translates to about fifty (50) years of police service - (in dog years). BAM is also beginning to exhibit medical limitations to continue as a working police canine.

In order to maintain a successful K9 program in patrol division, the police department wishes to acquire a replacement canine from Adlerhorst International, LLC (Adlerhorst), an industry leader in California in training of police service canines, training police officers as canine handlers, and providing comprehensive training courses and on-going operational training for canine/handler teams. The police department K9 team staff has evaluated the current canine inventory held by Adlerhorst and a young, suitable canine has been tested and selected. Adlerhorst wishes to donate a PSD named "OX" to the City of Huntington Park. OX is a 2-year-old Belgian Malinois, bred specifically for police service and valued at \$12,000.00 once fully trained.

# **APPROVE DONATION OF A POLICE SERVICE DOG FOR NARCOTICS DETECTION AND APPREHENSION**

June 20, 2023

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## **FISCAL IMPACT/FINANCING**

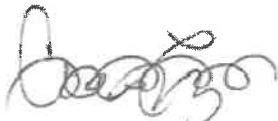
Adlerhorst is providing a 100% donation of OX and there is no fiscal impact associated with accepting the donation.

## **CONCLUSION**

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



**RICARDO REYES**  
City Manager



**COSME LOZANO**  
Chief of Police

## **ATTACHMENTS**

A. Adlerhorst International, LLC Donation Letter

# ATTACHMENT "A"



## **ADLERHORST INTERNATIONAL, LLC.**

**3951 Vernon Avenue \* Jurupa Valley, CA 92509**

Tel: (951) 685-2430 \* Fax: (951) 685-3630 \* Email: [office@Adlerhorst.Com](mailto:office@Adlerhorst.Com)  
[www.Adlerhorst.com](http://www.Adlerhorst.com)

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May 15, 2023

To Whom it may concern:

Adlerhorst International LLC is donation K9 OX, born March 11<sup>th</sup>, 2020 to the City of Huntington Park.

OX is valued at \$12,000. This is a 100% donation and there is no cost to the City of Huntington Park to acquire OX.

Sincerely

Veronique Reaver

Secretary of Treasury



ITEM 5



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

June 20, 2023

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-11 HUNTINGTON PARK LITTER ABATEMENT AND BEAUTIFICATION PROJECT**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Award the preparation of Plans, Specifications, and Estimate of CIP 2022-11 Huntington Park Litter Abatement and Beautification Project to Infrastructure Engineers for a not-to-exceed amount of \$249,290;
2. Appropriate \$249,290 from Measure M funds; and
3. Authorize the City Manager to execute the professional services agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

At the regularly scheduled January 18, 2022 City Council meeting, the City Council authorized staff to submit a statewide competitive grant application through the California Department of Transportation's Clean California Local Grant Program. This competitive statewide program was created to beautify and clean up local streets and roads, parks, pathways, transit centers and other public spaces. Project focus is the Randolph corridor encapsulating Willington Avenue, Slauson Avenue and Santa Fe Avenue. Project objective is to clean and beautify the right of way by widening the parkway surrounding

# **CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-11 HUNTINGTON PARK LITTER ABATEMENT AND BEAUTIFICATION PROJECT**

June 20, 2023

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the Randolph Corridor in order to add meandering sidewalks, native/drought tolerant trees, decomposed granite, trash receptacles, pedestrian lighting and ADA-compliant pedestrian ramps. Use of cameras to capture illegal dumping is a logistic approach to mitigating this concern in the project area.

Unfortunately, the Department of Transportation did not award the funds due to the City's lack of timely fiscal reporting. Staff recommends awarding the project design as this will assist the City combat illegal dumping and mitigate illicit activity in the project area. The use of Measure M funds is recommended for the design of a complete and green streets component.

At the regularly scheduled City Council meeting of March 7, 2023, the City Council authorized staff to solicit proposals for the preparation of Plans, Specifications, and Estimate (PS&E). The Request for Proposal (RFP) was published on April 21, 2023. The City received two proposals on May 31, 2023.

Following is a tally of the two proposals:

1. Infrastructure Engineers: \$249,290
2. City Fabrick: \$420,692

City staff has relayed that engineering support from an outside consultant is necessary to accomplish the PS&E for this project. Infrastructure Engineers understands the scope of work and proposed method to accomplish the work. Based on the need to commence the design and complete in a timely manner, it is staff's recommendation to award the professional services agreement for design to Infrastructure Engineers.

## **LEGAL REQUIREMENT**

Under Measure M guidelines:

**Complete Streets:** As defined in Section 3 of the Measure M Ordinance, "Complete Streets" means a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit, bicyclist, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods. Specific aspects of a complete street are dependent on the context in which the roadway is located (urban, suburban, rural, heavy traffic volume, numerous pedestrian destinations, etc.).

**Green Streets:** As defined in Section 3 of the Measure M Ordinance, "Green Streets" means urban transportation rights-of-way integrated with stormwater treatment

**CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-11 HUNTINGTON PARK LITTER ABATEMENT AND BEAUTIFICATION PROJECT**

June 20, 2023

Page 3 of 4

techniques that use natural processes and landscaping and quantitatively demonstrate that they capture and treat stormwater runoff from their tributary watershed through infiltration or other means and are included within the respective Enhanced Watershed Management Plan. Green Streets are a stormwater management approach that incorporates vegetation (perennials, shrubs, trees), soil, and engineered systems, such as permeable pavements, to slow, filter, and cleanse stormwater runoff from impervious surfaces (e.g., streets, sidewalks). Green streets are designed to capture rainwater at its source, where rain falls. Enhanced Watershed Management Programs may include, but are not limited to, any Watershed Management Plan and/or Program approved by the California Regional Water Quality Control Board, Los Angeles Region, or its successors. Projects that integrate urban runoff stormwater capture, infiltration, and/or treatment techniques that are not included within a watershed management plan or program may still be eligible for Measure M LR funds as part of other eligible project categories. Per Ordinance, no more than 33 1/3% of LR funds received may be spent on Green Streets projects in any fiscal year.

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

**FISCAL IMPACT/FINANCING**

Staff recommends appropriating \$249,290 from Measure M funds towards the design of the project. Infrastructure Engineers submitted a proposal and a fee schedule for \$249,290 in accordance with the requirements stipulated in the RFP. Staff recommends the award of the PSA to Infrastructure Engineers based on the availability of Measure M funds for a not-to-exceed fee of \$249,290.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES

**CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-11 HUNTINGTON PARK LITTER ABATEMENT AND BEAUTIFICATION PROJECT**

June 20, 2023

Page 4 of 4

City Manager

A handwritten signature in black ink, appearing to read "Cesar Roldan", written in a cursive style.

CESAR ROLDAN

Director of Public Works

**ATTACHMENT(S)**

1. Infrastructure Engineers PSA
2. City Fabrick Proposal

## ATTACHMENT "A"



**PROFESSIONAL SERVICES AGREEMENT**  
CIP 2022-11 HUNTINGTON PARK  
LITTER ABATEMENT AND BEAUTIFICATION PROJECT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **20<sup>th</sup> day of June 2023**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **INFRASTRUCTURE ENGINEERS** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

**RECITALS**

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

WHEREAS, on June 20, 2023, the Huntington Park City Council at its Regular Meeting approved the Professional Services Agreement to the CONSULTANT to design CIP 2022-11 Huntington Park Litter Abatement and Beautification Project; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of June 20, 2023.

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

I.  
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of completion (December 31, 2023) commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, for a not-to-exceed fee of \$249,290, included in the proposal reflected in **Exhibit "A"**. CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold



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

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

## II. PERFORMANCE OF AGREEMENT

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

Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

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

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

necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

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

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

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

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

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

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

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

a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities,

including without limitation, the CITY's Permits;

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

### III. INSURANCE

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

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

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

- 3.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.  
INDEMNIFICATION

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

agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

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

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the



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

## 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

## VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the

performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no additional cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which they were prepared, and should the CITY reuse or modify them without CONSULTANT'S consent, it does so at its sole risk.

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

**CONSULTANT:**

Infrastructure Engineers  
3060 Saturn Street, Suite 250  
Brea, CA 92821  
Attn: Farzad Dorrani, Senior V.P.  
Phone: (714) 940-0100

**CITY:**

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

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement. Design completion date: June 30, 2023.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and

recover from the losing Party reasonable attorneys' fees and all other costs of such action.

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

archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY OF HUNTINGTON PARK:**

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

**INFRASTRUCTURE ENGINEERS**

**By:** \_\_\_\_\_  
Farzad Dorrani, Senior Vice President

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
City Attorney



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

# CITY OF HUNTINGTON PARK PROPOSAL FOR **PROFESSIONAL ARCHITECTURAL/ENGINEERING DESIGN SERVICES PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)** CIP 2022-11 HUNTINGTON PARK LITTER ABATEMENT AND BEAUTIFICATION PROJECT

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May 31st, 2023



**PREPARED FOR:**  
City of Huntington Park

**PREPARED BY:**  
Infrastructure Engineers

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## Cover Letter

May 31, 2023

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

**Subject: Proposal for Proposal for Professional Architectural/Engineering Design Services Plans, Specifications, and Estimate (PS&E) CIP 2022-11 Huntington Park Litter Abatement and Beautification Project**

Dear Mr. Roldan,

Infrastructure Engineers was founded in 1994 by a traffic engineer to provide contract traffic engineering and other municipal services to cities throughout Southern California. Improving and enhancing safe travel through our cities has been the focal point of our team ever since. That's why we are pleased to submit our proposal to the City of Huntington Park to provide Plans, Specifications, and Estimate (PS&E). The objective of the project is to reduce waste and debris along the Randolph Street corridor.

The City of Huntington Park is a valued client. We have completed a broad range of public works design and construction projects for the City including safety enhancements and traffic improvement projects, such as the HAWK Signal at Gage Avenue-and Bissell Street project, ATP Cycle 2 Uncontrolled Crosswalk and Safety Enhancement project, the i-Park System Implementation Design and Construction Management, and the Signal Synchronization/Bus Speed Improvements project, among others. With this in mind, we are proposing a highly skilled team of technical experts to field investigate and comply with the environmental studies to complete this project's PS&E phase. We are eager to begin this compelling project and attentively use all available tools identified by the Project Study Report Equivalent (PSRE). Our team will be led by Aidan Mousavi. The team has completed numerous similar projects with Caltrans oversight for many traffic safety improvement projects such as Baldwin Park's ATP Cycle 3 Pedestrian and Bicycle Safety Enhancement Project and Hawaiian Garden's HSIP Cycle 8 Carson Street and Norwalk Boulevard Safety Improvement Projects.

I have read, understand, 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. If you have any questions about our proposal, please contact me by phone at (714) 940-0100 or by email at [smousavi@infengr.com](mailto:smousavi@infengr.com). We thank you for this opportunity to continue to be of service to the City of Huntington Park.

Sincerely,  
Infrastructure Engineers



Sid Mousavi, MSCE, PE  
Chief Executive Officer/Principal-in-Charge

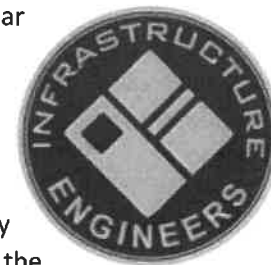


Aidan Mousavi, MBA, PE, QSP/QSD  
Director, Engineering Services/Project Manager



## Consultant's Background

Infrastructure Engineers, an S Corporation, was established in 1994 with a clear mission to provide professional engineering and municipal services to cities and counties throughout Southern and Central California. We are committed to making a difference in the communities we serve by maintaining and improving infrastructure and supporting civic services.



Our staff are focused practitioners and expert technicians in every field they service. Many of them are former city employees, so they understand the importance of maintaining strict oversight of project schedules, budgets, and maintenance. They possess first-hand knowledge of city operations and priorities, which empowers them to be strong advocates for every city they serve. We work closely with our clients to address issues before they become a problem and strive to always deliver high-quality results on time and within budget.

As a mid-sized municipal services consulting firm, we have achieved great success in our pursuit of service to cities, which has allowed us to grow to a firm with more than 85 staff in four (4) offices conveniently located throughout Southern and Central California. Our staff includes design engineers, traffic engineers, construction managers, inspectors, urban planners, environmental specialists, and plan checkers, allowing us to truly be a full-service firm for our clients. IE has the resources available to provide services under this RFP from the first day that we start work.

### Civil Engineering



Infrastructure Engineers has extensive experience serving municipal governments on a wide variety of civil engineering design projects. Expertise includes street design and rehabilitation, analysis of existing pavement conditions and recommendations; resurfacing and slurry sealing; storm drain design; water main and sanitary sewer design services; and master plans. Our extensive knowledge of local, federal, and state guidelines ensures accurate and timely delivery of projects that are 100% code-compliant and of sound design.

### Traffic and Transportation Engineering

Providing traffic engineering services is one of Infrastructure Engineers' core disciplines. We have the know-how to produce warrants assessments, traffic signal design and synchronization, system integration, construction management of signal installation, and funding opportunities. Our team is knowledgeable in standards and guidelines for Caltrans, Los Angeles County, the California Manual on Uniform Traffic Control Devices (CA-MUTCD) and other relevant traffic standards and methodologies, including the State of California vehicle code.



### Description of Professional Experience

Infrastructure Engineers has extensive experience serving municipal governments on a wide variety of Civil Engineering design projects and Traffic and Transportation Engineering assignments. Our experience includes working within several departments in a government environment including cities and counties. For example, in various Cities within both Los Angeles County and Orange County such as Baldwin Park, Montebello, Brea, and Anaheim, Infrastructure Engineers provided design plans, specifications and cost estimates for various CIP projects. Such projects included grind and overlay, traffic signals, sewer improvements, and drainage improvements with LIDs/BMPs. We have also provided project and staff



augmentation services to the Counties of Orange and San Bernardino for building and safety, planning, construction management, environmental, and plan checking needs.

Our engineering, design, environmental, and plan checking staff have worked on multiple CIP projects in the past for municipalities. Our personnel will be assigned based on the requirements and needs of each assigned task. We will utilize our staff to fulfill the services outlined in the RFP.

- Civil Engineering
- Master Planning
- Roadways & Streets Design
- Street Beautification
- Pavement Rehabilitation
- Grading & Earthwork Analysis
- Erosion & Sedimentation
- Street Lighting & Utilities
- Storm Drains
- Parks & Community Facilities
- Parking Lots
- Transportation and Traffic Engineering
- Traffic Impact & Operational Analysis
- Traffic Signage & Striping Design
- Traffic Control & Traffic Detour Design
- Traffic Signal Design
- Green Street Design
- Americans with Disabilities Act (ADA) Compliance Design
- Project and Construction Management
- Program Management
- Portfolio Management
- Construction Management & Inspection
- Constructability Review
- Construction Methods & Solutions
- Value Engineering
- Storm Drainage Master Planning
- Architecture and Facilities Design
- Architectural Design
- Environmental Review and Mitigation Management
- Full Project Programming
- Site Evaluation
- Building Investigations and Renovations
- Building and Safety Services
- Building Official
- Building Inspector
- Permit Technician and Plan Checker
- Building and Safety Management
- City Counter Assistance and Staffing
- Water Resources Engineering
- Water System Design & Analysis
- Water System Master Planning
- Watershed Management & Flood Control
- Hydrology & Hydraulic Analysis
- Infiltration & Detention Basins
- Storm Water Quality & NPDES Compliance
- Wastewater Engineering
- Wastewater Master Planning
- Sanitary Sewer Systems
- Sewer Hydraulic Modeling
- Sewer Rate Study



## Qualifications and Experience of Consultant's Personnel

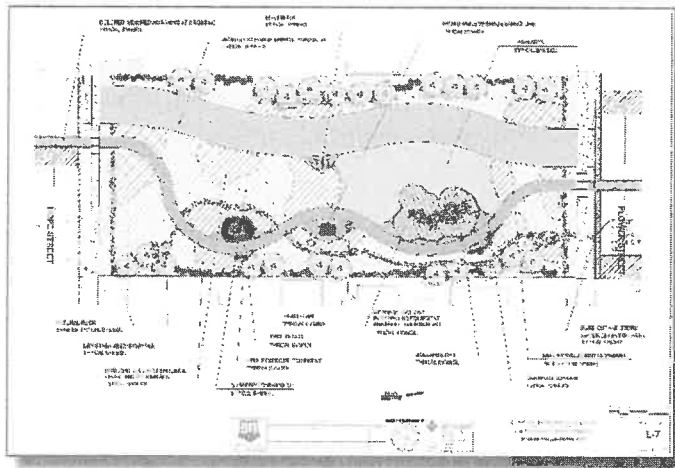
### San Gabriel River Bikeway Project, City of Baldwin Park, CA.

Infrastructure Engineers provided engineering design services for 2.5 miles of a Class I bicycle and pedestrian path project to connect with an existing Class III bicycle route. The entire project is built on rights-of-way either controlled by the City of Baldwin Park, Los Angeles County Department of Public Works, Los Angeles County Flood Control



District or Caltrans. The right-of-way was acquired by the City through a land use agreement with the Los Angeles County Department of Public Works and Permits from Caltrans District 7. The design phase of the project included project management and meetings, data collection and record research, utility research and agency coordination, surveying, hydraulic and hydrology analysis, and final plans, specifications, and cost estimate (PS&E).

### Linear Greenway Project, City of Huntington Park, CA.



The City of Huntington Park received an Urban Greening grant for the construction and revitalization of ten contiguous parcels within the City of Los Angeles Department of Water and Power right-of-way. Infrastructure Engineers prepared design documents in compliance with the grant requirements. The work consisted of the preparation of plans, specifications, construction cost estimate, precise site survey, geotechnical investigation, attendance at the pre-bid meeting and bid analysis. A continuous and separate

pedestrian and bike path was designed for the ten-block parcels of land across various streets, along with various pedestrian and bike amenities (drinking water fountains, shade structures, bike racks, benches, play equipment for children, small resting and exercise areas with small exercise equipment), landscaping with drought-tolerant trees and plants, bioswales, pedestrian ramps, crosswalks, and protective removable bollards. Infrastructure Engineers delivered this successful project that was aimed at benefiting the underprivileged community to encourage residents to practice a healthy and active lifestyle.



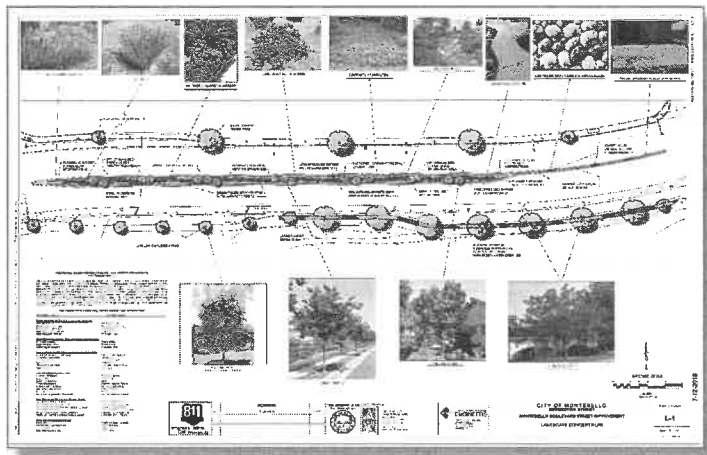
### **Taylor Ranch Arts & Cultural Center, Phase 1, City of Montebello, CA.**



Infrastructure Engineers is very familiar with the Taylor Ranch site through our involvement in the initial planning of the Arts & Cultural Center project. We provided preliminary design engineering, meeting with all stakeholders to conclude a list of expectations, preparation of the conceptual design, surveying, and a geotechnical investigation for construction of the planned 8,000 SF building and associated onsite improvements.

### **Montebello Boulevard Widening, Bike Lane & Sidewalk Improvement, City of Montebello, CA.**

The scope of work under Phase II of the Montebello Boulevard Bike Lane and Sidewalk Improvement project included design, preparation of PS&E for roadway improvements and widening, pavement rehabilitation, concrete improvements, sidewalk improvement, utility adjustments, ADA improvements, Class II bike lane, traffic signal improvements, pedestrian lighting, and landscaping, bioswales along center medians and irrigation improvements. Infrastructure Engineers also provided



project management, contract administration and construction management and inspection services, preparation of daily reports, review of change orders and progress payment requests, and coordinate soils testing services. Infrastructure Engineers delivered this successful project that was aimed at benefiting the underprivileged community to encourage residents to practice a healthy and active lifestyle.

### **ATP Cycle III Project, City of Huntington Park, CA.**



Infrastructure Engineers developed Plans, Specifications and Estimate (PS&E) for improvements of 17 intersections and three mid-block improvements in the City of Huntington Park. Features include ADA ramps, various concrete improvements, advanced yield and stop markings, countdown signals, updated pedestrian signs, street light installation, solar powered Rectangular Rapid Flashing Beacon systems.





## Project Approach

Infrastructure Engineers (IE) has reviewed the project Request for Proposal, conducted extensive field reviews of the project corridors, and made a careful and critical examination of their geometric characteristics. We have a good understanding of the project and will provide engineering services to develop Plans, Specifications, and Estimate (PS&E) for the Litter Abatement and Beautification project.

As it's written here, IE has identified all work items, relevant tasks, and processes. Based on that, we have developed a work schedule, shown on the Project Schedules, that is very realistic and achievable.

IE will prepare geometric and functional base plan sheets in CAD format to depict all information gathered through our field investigations, as built plans, utility research and coordination, conducted surveys and all pertinent information for this project. The plans and specifications will also include geotechnical investigation, topographic and boundary survey, layouts, typical sections, and all pertinent construction details necessary to construct the required work.

IE will prepare all construction documents in accordance with the Standard Specifications for Public Works Construction (SSPWC) latest Edition, Caltrans standard plans and specifications, California Manual on Uniform Traffic Control Devices (CA-MUTCD), Work Area Traffic Control Handbook (WATCH), and all required standard plans and manuals. IE and our sub-consultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PS&E.

IE is familiar with all relevant laws, rules and regulations concerning environmental permitting. The provided PS&E and documents will include and integrate these requirements, mitigation measures, NPDES requirements such as MS4 LID, BMPs, erosion and sediment control, and air/water quality.

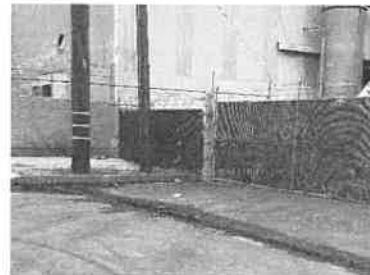
IE will provide the City with 30%, 75% and 100% submittals of plans, specifications and cost estimates for review and comments. All provided cost estimates shall have quantities and unit prices with back-up calculations for all quantities. IE will verify all unit prices at the time of final plan approval.

IE believes the coordination with the City staff, stakeholders, utility companies and all involved agencies are the key to success for any project, therefore we would participate and set up meetings as necessary in addition to the following required meetings by the City:

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

## Beautification

Limits of the street include Randolph Street, Belgrave Avenue, Laura Avenue, Alameda Street, Regent Street, Albany Street and Santa Fe Avenue. IE has conducted a preliminary field investigation and has identified some non-stormwater discharges that pose environmental concerns that originate from illegal dumping that are in proximity of catch basins. There are 14 catch basins within the limits of the project that carry polluted water from the illegal dumping. During the field investigation we have also observed oils coming from businesses. IE can work with the City's Code Enforcement to identify the business point source of the oil and assist in drafting a notice of violation letter as part of the effort to discontinue future polluting.



As part of the scope of work, IE shall address all identifiable non-stormwater discharges from the limits of the project determined to pose environmental concern and effectively eliminate such discharges from entering the storm drainage system through implementation of measures to detect, correct, and enforce



against illicit connections and illegal discharges. The CASQA BMP Handbook identifies a guideline when beautifying areas that will be adhered to when designing the project. Such measures include the following:

- Post “No Dumping” signs with a phone number for reporting dumping and disposal. Signs should also indicate fines and penalties for illegal dumping.
- Stencil storm drains, where applicable, to prevent illegal disposal of pollutants. Storm drain inlets should have messages such as “Dump No Waste Drains to Stream” stenciled next to them to warn against ignorant or intentional dumping of pollutants into the storm drainage system.
- Landscaping and beautification efforts of hot spots might also discourage future dumping, as well as provide open space and increase property values.
- Lighting or barriers may also be needed to discourage future dumping.
- Installing cameras to monitor dumping activities and to dissuade future dumping.

As part of the beautification efforts, IE also recommends pavement and concrete improvements that not only improves vehicle and pedestrian mobility but also to create a new clean aesthetic to dissuade residents from treating the project limits as a dump site. As part of the street improvements, landscaping shall be included to beautify the project area and irrigation to be included to maintain the beautification efforts.



### Storm Water/Water Quality

Our design team will take advantage of the opportunities available with all the greening elements that are to be included as part of the project. Rain gardens, swales, dry wells are just a few of the BMPs that are to be considered when identifying design alternatives to improve water quality before recharging the groundwater. A hydrology and hydraulic analysis shall take place to identify the best suited BMPs along with their locations and sizes. Design shall comply with all state, county and local requirements including adherence to MS4 LID requirements.



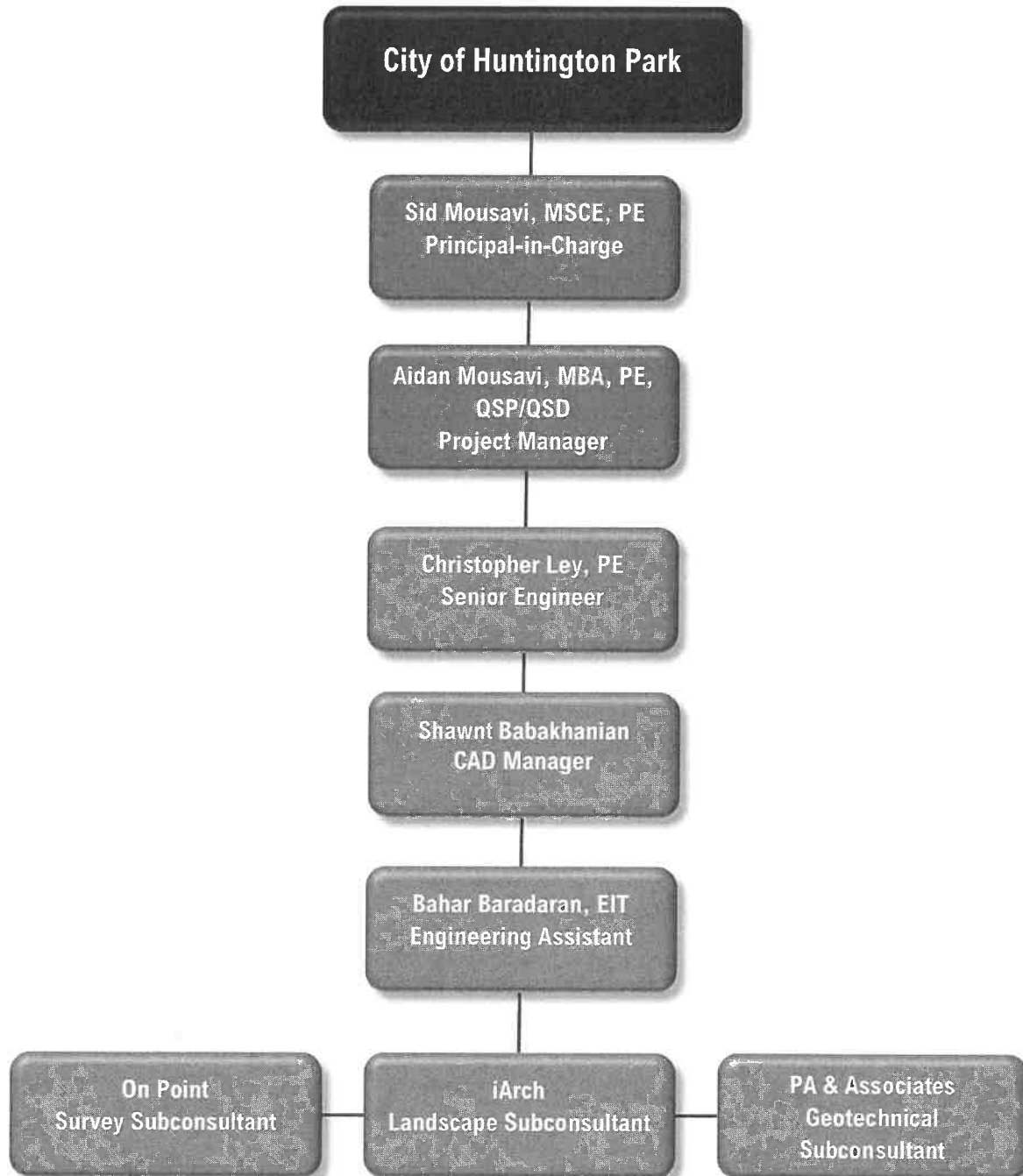
Design shall comply with all state, county and local requirements including adherence to MS4 LID requirements.

### Geotechnical Investigation

IE, by use of its geotechnical subconsultant, PA & Associates, will perform geotechnical investigations, pavement evaluations, and soils testing, including deflection testing within the project area to evaluate existing conditions and will provide the necessary analyses and reports. The general scope of work planned for projects includes preliminary field reviews, traffic control during field exploration, subsurface explorations, correlative laboratory testing, engineering review and analysis, and documentation of findings and recommendations in a report format. The geotechnical investigation will include percolation tests to provide the information necessary for the design of type and depth of BMPs to make use of the beautification efforts by recharging groundwater.



## Proposed Personnel and Subconsultants Organization Chart



## Team Resumes

### Sid Mousavi, MSCE, PE – Principal-in-Charge

#### Education:

- MS, Civil Engineering, California State Polytechnic University, Pomona, CA
- BS, Civil Engineering, California State Polytechnic University, Pomona, CA
- BS, Irrigation Engineering, Azerbaijan University, Iran

#### Registrations/Certifications:

- Registered Professional Engineer, CA, No. 42645

**Years of Experience: 35+**

Sid Mousavi has over 35 years of experience in engineering projects covering a wide range of municipal management, civil engineering, transportation, public works, construction management, traffic engineering, community development and redevelopment, parks and recreation facilities, and public and private land development. As the Chief Executive Officer at Infrastructure Engineers, Sid is responsible for the direction and administration of internal services, civil engineering design, city services and other corporate management responsibilities and matters. Prior to joining Infrastructure Engineers, Sid's accomplishments included serving as City Manager, Director of Public Works, and City Engineer for various cities in Southern California, with responsibilities for directing and administering such functional elements as engineering, planning, building & safety, facilities and equipment, landscaping, streets, environmental services, transportation, transit, and other municipal services. Responsibilities also included communication with City Councils, City Commissions, other city

departments and governmental regulatory agencies, utility companies, contractors, consultants, and the general public. Sid has performed the entire spectrum of engineering activities, which include engineering investigations, conceptual and feasibility studies, planning/scheduling, design, specifications, cost analysis, cost estimating, contract negotiations, construction management and engineering support services. Sid has served as the Contract City Engineer for the Cities of Bell Gardens, La Puente, Montebello, Baldwin Park, and Irwindale.

Sid has served as the Contract City Engineer for the following cities:

- City of Bell Gardens
- City of La Puente
- City of Irwindale
- City of Montebello
- City of Baldwin Park

### **Relevant Experience**

#### **Principal-in-Charge, Various Capital Projects, City of South El Monte, CA.**

Sid was responsible for contract oversight of capital projects for the City, which include the Safe Route to School Project – Pedestrian Improvement Project, Durfee Avenue Project – Street and Median Improvement Project, Thienes Avenue Project – Street Improvement Project, and the New Temple Park Improvements – Prefabricated Modular Restroom.

#### **City Engineer, City of Bell Gardens, CA.**

Sid was responsible for approving all capital projects for the City and providing cost estimates and budgets for new and upcoming projects. Supervises various Infrastructure Engineers projects as the designated



**Principal-in-Charge.** Participates in development meetings and provides support for various land development projects by establishing conditions for approval of projects. Supervises and directs traffic engineering and water engineering activities of the City. Attends City Council meetings and provides reports of engineering projects to the City Council. Oversees the City's NPDES program and MS4 Permit compliance.

**Principal-in-Charge, City of Brea, CA.**

Sid was responsible for oversight of performance of professional services to provide plans, specifications, and estimates for rehabilitation of alleys east of Brea Boulevard and south of Imperial Highway to Date Street, Downtown Parking Structure 1 Sewer Line Upgrade, and Sewer Main Repair in Alley west of Brea Boulevard and south of Imperial Highway.

**Principal-in-Charge, Various Street Improvements, City of Lynwood, CA.**

Sid provided oversight of design, construction management, and inspection of street improvements for Linden Street, Virginia Avenue, Walnut Avenue, Redwood Avenue, Elmwood Avenue, Olanda Avenue, and Las Flores Boulevard. The project includes topographic surveying to address the drainage issues, removal, and replacement of broken or missing gutters and curbs, subsurface investigation of the existing asphalt structure, replacement of existing damaged or substandard driveways, removal and replacement of trees that have caused damage, design of ADA-compliant ramps, and repair or placement of sidewalks, where necessary. Infrastructure Engineers also provided bid administration, construction management services, and inspection for these projects.

**Interim City Manager, Director of Public Works & Planning and City Engineer, City of Baldwin Park, CA.**

Served as Interim City Manager during a 14-month vacancy at the City of Baldwin Park, Responsible for the development of the \$40 million annual operating and capital budgets, including the identification of new revenue sources for the City. Involved in labor negotiation with seven city labor groups. Also responsible for the enhancement of the City's public information and public relations materials, policy development and implementation, and general administrative oversight of the City's six departments and more than 300 employees. As Executive Director to the City's Community Development Commission, directed the City's redevelopment activities. Also served as Executive Director of the Baldwin Park Housing Authority, which provided housing services for Baldwin Park as well as the cities of Duarte, El Monte, Monrovia, and West Covina.

**City Engineer, City of Bell Gardens, CA.**

Served as the City Engineer under a general contract to provide City Engineer services. Responsible for all capital improvement programs, land development, traffic engineering, water engineering, and redevelopment engineering.

**City Engineer, City of Montebello, CA.**

Sid was responsible for all the City's engineering issues and projects, including overseeing the City's engineering staff. Also served as secretary to the Traffic Commission, preparing all reports and projects for the Engineering Division.



## Aidan Mousavi, MBA, PE, QSP/QSD – Project Manager

### Education:

- MBA, General, California State Polytechnic University, Pomona
- BS, Civil Engineering, California State Polytechnic University, Pomona

### Registrations/Certificates:

- Registered Professional Engineer, CA, No. 91136
- QSP/QSD No. 91136

**Years of Experience: 10**

Aidan Mousavi's professional focus is primarily in the field of city engineering and environmental infrastructure by providing civil engineering assistance to Public Works and Engineering Departments. Aidan's experience includes Traffic signal design, traffic impact analysis, calming studies, warrant reports, roadway design projects, parks, and downtown revitalization design projects, contract procurement, grant applications, project management, and administration. Aidan is familiar with municipal protocols and works within these structures to conduct field inspections and develop annual compliance reports. As an MBA graduate, Aidan brings his academic knowledge to Infrastructure Engineers to work with the firm's Operations Manager to manage all Capital Improvement Program (CIP) and non-CIP projects.

### *Relevant Experience*

#### **Engineering Supervisor, San Gabriel River Bikeway Environmental Services and Permits, City of Baldwin Park, CA.**

Responsible for developing and approving SWPPP so all pollutants and their sources, including sources of sediment associated with construction site erosion and all other activities associated with construction activity are controlled. All discharges are identified and either eliminated, controlled or treated. BMPs selected that are effective and result in the reduction or elimination of pollutants in stormwater discharges. Post-construction BMPs are identified and installed during construction that are intended to reduce or eliminate pollutants after construction is completed. Developed methods to implement BMP inspection, visual monitoring, Rain Even Action Plan (REAP) and Construction Site Monitoring Program (CSMP).

#### **Senior Engineer, Traffic Signal Improvement at Olive Street and Phelan Avenue Intersection, City of Baldwin Park, CA.**

Aidan had prepared a signal warrant study for the intersection of Olive and Phelan per the City's request. After having passed warrant requirements, Aidan had designed proposed improvements to make the intersection signalized. The improvements included pavement rehabilitation, upgrading ramps to be ADA compliant, striping crosswalks and camera detection.

#### **Senior Engineer, ATP Cycle 2 – Unprotected Crosswalk Safety Enhancement Improvements City of Huntington Park, CA.**

The City requested Infrastructure Engineers (IE) to revise and complete the current Plans (39 sheets), Specifications and Estimates which had been prepared by Transtech. The scope included 22 intersection improvements for pedestrian accessibility and safety. The City also requested IE to obtain E76 for construction since it has only obtained Preliminary Environmental Study (PES) certifications from Caltrans. In order to complete the E76 process, the Right of Way certifications and request for construction was



required before completion, this process took between 6-8 weeks after completion of the 100% PS&E documents.

**Senior Engineer, Slauson Avenue Congestion Relief Improvements Project, City of Huntington Park, CA.**

The City of Huntington Park was awarded a Metro Grant for Slauson Avenue Congestion Relief Improvements Project (MR306.83) for the design of five (5) intersections along the Slauson Avenue corridor and all other associated improvements to increase safety, intersection capacity, and operations. The design phase was part of the I-710 Early Action Projects program. Aidan provided design services for the project while also pursuing the construction funding through the Gateway Cities COG, I-710 Project Committee.

**CIP Manager, City of Montebello, CA.**

Aidan was responsible for reviewing CIP and land development projects by establishing project priorities and scheduling. He evaluated work products of staff and contractors, developed project budgets, prepared cost estimates, coordinated multiple projects with other City departments, analyzed specifications, and made recommendations to City staff. Provided oversight for the City, ensuring that all major projects were running smoothly. Hosted pre-construction meetings with the contractors, construction managers, and City staff. In these meetings, ensured the construction manager understood relevant job duties as explained in the scope of work, and that the project was kept within budget and schedule while meeting all safety requirements. Assisted City residents with their concerns over the phone, at the front counter, and onsite.

**Engineering Associate, City of South El Monte, CA.**

Assisted the City Engineer by providing counter staff support and responding to inquiries at the Engineering counter; responded to contractors, engineers, and architects; provided various engineering information, such as traffic counts data, surveying information, and City, county, and state standards. Conducted research, compiled data, and reports for the City Engineer, conducted field visits for land development projects, when required; responded to telephone inquiries and generally assisted the department and the public with their needs and requests. Assisted with NPDES compliance requirements by providing annual training to field staff and by preparing the City for audits from the county or state Water Boards. Managed the City's goal in attaining Climate Registered status. Hosted weekly meetings between various departments to elaborate on recent activities taking place within the City and proposed activities to take place in the future. Wrote warrants to be paid to contractors and issued permits to be paid to the City. Drafted staff reports, resolutions, and Requests for Proposals (RFPs) to be presented to Council. Attended City Council meetings to be well informed on the needs of the public and the intended direction of the Council. Maintained correspondence between all relevant government agencies such as LA Metro, Consolidated Sewer Maintenance District, Caltrans, etc. Managed plan checking services by maintaining the log, hosting meetings between developers and the plan checker, and drafting fees to be paid. Proofread and refined all documents from the Public Works Department. Organized and maintained all Public Works documents in the appropriate physical and electronic files.



## Christopher Ley, PE – Senior Engineer

### Education:

- BS, Civil Engineering,  
Oregon State University

### Registrations/Certificates:

- Registered Professional  
Engineer, No. 80620

**Years of Experience: 15+**

Christopher Ley has over 15 years design and engineering experience. He is excellent when it comes to CAD and graphic design. His experience includes civil engineering design including street layout, hydrology, drainage, sewer design and grading for residential and commercial projects.

### *Relevant Experience*

#### **Project Engineer, Walden and Associates, Irvine, CA.**

Christopher was responsible for civil engineering design including street layout, hydrology, drainage, sewer design and grading for residential and commercial projects. Skilled in

developing plans and survey data sets using AutoCAD Civil 3D 2012 and 2016. Production of reports using Microsoft Word and Excel, Bentley WaterCAD, and Bluebeam.

#### **Staff Engineer/CAD Manager, WWD/L&S Engineering, Monterey, CA.**

Responsible for civil engineering design including street layout, hydrology, drainage, sewer design and grading for residential and commercial projects. Skilled in developing plans and survey data sets using AutoCAD Land Desktop 2006 and AutoCAD Civil 3D 2011. Responsible for company's migration from Land Desktop 2006 to Civil 3D 2011. Subsequent duties as CAD Manager, responsible for all training in Civil 3D after initial offsite classes, development of comprehensive styles and description key sets, and implementing transitions to Civil 3D standards from Land Desktop. Also developed training aids and curriculum for transition. Responsible for conversion of Civil 3D files for Revit.

#### **CAD Manager/Senior Draftsman, Saroyan Masterbuilders, San Diego, CA.**

Responsible for residential and commercial design and drafting while ensuring ADA compliance, egress requirements and coordination of plans from various disciplines into a single set. Was responsible for implementation of AutoCAD 2006 system, training of 2 supervisors, development of CAD standards and overseeing transition from hand drafting.

#### **Drafting and Engineering Manager, Greenway Design, Marina, CA.**

Residential design and drafting including determination of code compliance for lateral stability and egress. Extensive experience with MicroStation V8 and Triforma production drafting of residential structures, including application of engineering notes.

#### **Senior Draftsman, Lindal Cedar Homes, Inc., Seattle, WA.**

Senior draftsman with responsibility for residential design and drafting, including determination of code compliance for lateral stability and egress. Instrumental in creating structural designs of posts and beams for a variety of vertical and lateral loads. Pioneered development of various charts as aids in design of structural elements. Directly involved in the implementation of MicroStation Triforma 3D and developed methods of aligning nonplanar elements that were subsequently used by MicroStation in their official training programs.





## Shawnt Babakhanian – CAD Manager

### Certificates:

- AutoCad Glendale College, Glendale
- AutoCad Civil 3D Westech College, Pomona
- Microstation Westech College, Pomona
- Land Development Desktop Westech College, Irvine

**Years of Experience: 30**

Shawnt Babakhanian has 30 years of experience in the preparation of contract drawings for a variety of civil engineering, transportation engineering, and structural engineering projects. He also has extensive knowledge and expertise in both IT and CADD management.

### ***Relevant Experience***

#### **Designer/Drafter, Safe Routes to School - Pleasant View, Vineland and Tracy Elementary Schools, City of Baldwin Park, CA.**

The project consisted of preparation of PS&E for new signing and striping, curb extensions, new curb and gutter, sidewalks, ADA-compliant ramps, and pavement. Other improvements included the installation of detectable warning surfaces. The

project consists of work on nine intersections.

#### **CAD Manager, Safe Routes to School Program Implementation Plan, Bell Gardens High School & Garfield Elementary School, City of Bell Gardens, CA.**

Responsible for all drawings for this project, which included removing existing markings, rehabilitating pavement areas, installing zebra crosswalks, raised truncated domes, bulb-outs, pedestrian countdown signal heads, solar streetlights, solar radar speed feedback signs, pavement legend, and marking, striping, markers at 15 intersections.

#### **CAD Manager, Federal Safe Routes to School Program Implementation Plan - Eastmont Intermediate School, City of Montebello, CA.**

Responsible for all drawings for this project, which included school-area improvements by replacing school crosswalks, concrete sidewalk, signs, traffic striping, markers, pavement markings to increase the safety of children walking to school.

#### **CAD Manager, Traffic Signal Modification at Nelson Avenue and Sunset Avenue, City of Industry, CA.**

Provided design assistance and plans for this project, which included construction of roadway improvements, including removal of existing improvements including AC pavement, concrete sidewalk, curbs and gutters, storm drain improvements, landscaping and traffic signals, and construction of new street and sidewalk improvements, including new PCC curb and gutter, PCC sidewalk, storm drain catch basins, drainage inlet modifications, AC pavement sections, and replacement of the traffic signal system located at the intersection.

#### **CAD Manager, Elm Street ADA Accessibility Project, City of Montebello, CA.**

Responsible for the preparation of plans and details. Involved in detailed field investigations, including a field survey of curb ramps, driveways, and sidewalks. Specifications and cost estimates were prepared for



ADA accessibility improvements. Quality assurance/quality control was put into practice to ensure the improvements were completed as defined by the client.

**CAD Manager, Alley Improvement Project, City of Bell Gardens, CA.**

Responsible for drafting pavement, longitudinal gutters, and utility improvements. The project included reconstruction of the alley's intersection, pavement, and gutter system. Also involved in specifications and cost estimate preparation. Responsible for quality assurance/quality control for the project's plans and details to ensure that the project was completed while adhering to city requirements. The project was completed on time and within budget.

**CAD Manager, Safe Routes to School Program Implementation Plan, Bell Gardens High School & Garfield Elementary School, City of Bell Gardens, CA.**

Provided design assistance and plans for this project, which included removing existing markings, rehabilitating pavement areas, installing zebra crosswalks, raised truncated domes, bulb-outs, pedestrian countdown signal heads, solar streetlights, solar radar speed feedback signs, pavement legend, and marking, striping, markers at 15 intersections.

**CAD Manager, Garfield Avenue Street Improvement Project, City of Montebello, CA.**

Responsible for the preparation of plans, profiles, and details, and involved with the field investigation that included field surveys of the asphalt pavement, sidewalks, curbs and gutters, driveways, and curb ramps. In addition, specification and cost estimates were prepared for the street improvements. The project was completed successfully, ahead of the deadline and under budget.

**CAD Manager, Street Improvement Project/Pedestrian Crossing Light Improvements, Various Streets, City of Bell Gardens, CA.**

Provided design assistance and plans for this project, which included overlay of asphalt rubber hot mix (ARHM), reconstruction of sidewalks, driveway approaches, curbs and gutters, cross gutters, alley intersections, curb ramps, AC pavement, striping and marking, and pedestrian crossing light improvements.

**CAD Manager, Gran Plaza Design Project, City of Calexico, CA.**

The project called for designing a new shopping mall, including a site plan, grading, sewer system, water system, drainage, and signing and striping. Responsibilities included designing/drafting the site plan and drafting the project's sewer and water plan and profiles. The project was completed successfully ahead of the deadline, under budget, and to the client's satisfaction.

**CAD Manager, Various Street Rehabilitation Projects, City of Bell Gardens, CA.**

Responsible for drafting street improvements, signing and striping, and utility plans. In addition, Shawnt was involved in specifications and cost estimates preparation. He was responsible for quality assurance/quality control for project plans and details to ensure the project was completed while adhering to city requirements. The project was completed on time and within budget.

**CAD Manager, University Drive Street Improvement Project, City of Irvine, CA.**

University Drive required improvements to the asphalt pavement, median islands, curbs and gutters, driveways, sidewalks, and adjustments to the utilities. Shawnt oversaw drafting and design for the project, as well preparing cost estimates and conducting the field investigation. The project was completed to the client's specifications, on time, and well within budget.



## Bahar Baradaran, EIT – Engineering Assistant

### Education:

- MS, Civil and Environmental Engineering, with a focus on Water Resources, California State University, Fullerton
- BS, Civil Engineering, University of Science and Culture, Iran

### Registrations/Certificates:

- Engineer in Training (EIT), #178797

Years of Experience: 4

### Relevant Experience

#### **Engineering Assistant, NPDES, City of Montebello, CA.**

Manage compliance with MS4 permit for city of Montebello. Monitoring and reporting wastewater discharges, preparing and submitting permit applications and developing pollution prevention plans. Conduct regular inspections of the facility to ensure compliance with NPDES regulations and identify opportunities for improvement and train maintenance staff annually.

#### **Engineering Assistant, Street Rehabilitation Project, City of Adelanto, CA.**

Gather data from survey and site inspections for designing and planning the main water and sewer lines. Collaborate with client to develop water and sewer improvement plans and

profiles in compliance with city regulations. Conduct extensive research and analysis of existing infrastructure, topography, and environmental factors to develop effective solutions. Designed and drafted detailed plans and profiles using Civil 3D. managed project timelines and budgets, ensuring the project was completed on time and within budget. Made cost estimate for project, ensuring they were within budget limits and provided the best value for clients.

#### **Engineering Assistant, ATP Cycle 2 Lynwood Community Linkages to Civic Center and Long Beach Boulevard, City of Lynwood, CA.**

Responsible for creating the signing and striping sheets for the project. Work involved creating the construction notes and designing the new striping on AutoCAD.

#### **Engineering Assistant, Street Rehabilitation Project, Bell Gardens, CA.**

Responsible for developing street cross section and base map; performed field reconnaissance to inspect and verify surface indications of utilities. Infrastructure Engineers is providing design, project management, bidding of contract, construction management and inspection, as well as federal fund administration for this project that involves removal of existing AC paving and paving of AC pavement and concrete improvement reconstruction, including replacing existing curb and gutter, sidewalk, driveway approaches, access ramps, and adjustment of utility covers, traffic striping, markers, pavement markings and curb painting.

#### **Engineering Assistant, CIP Priority 2B Street Improvement Project, Lynwood, CA.**

Bahar has created all sheets for improvements and utility relocations for the City's Phase 2 CIP Street Improvement Project. Tasks included coordinating with utility companies and conducting field investigations to obtain measurements of existing site and proposed improvements. Bahar has prepared specification package per Greenbook and has developed quantities for removals and improvements for cost estimation.



## **Subconsultant Resumes**

### **On Point Land Surveying, Inc.**

On Point Land Surveying has highly experienced staff that can manage any level of surveying, from small residential lots to multi-million-dollar construction projects. Services include boundary surveys, design surveys, construction staking, GPS surveys, topographic surveys (conventional and aerial), parcel maps, tract maps, and records of survey. On Point ensures staff have proper training and are equipped with the most up-to-date technology including software and equipment. They utilize both static and RTK GPS, combined with the latest software for processing geospatial data. Robotic total stations ensure that survey crew supervisors are not tied to one location and can stay mobile to oversee projects. A licensed professional oversees all aspects of projects.

The following list presents just a few of the many Infrastructure Engineers projects that On Point has worked on:

- City of Baldwin Park - SB1 Fund Street Rehabilitation Project FY2018-19
- City of Huntington Park - Slauson Avenue Congestion Relief Improvement Project
- City of Hawaiian Gardens - Various Residential Street Improvements FY 19-20
- City of Bell Gardens - Garfield & Eastern Intersection Improvements

### **PA & Associates, Inc. – Geotechnical Investigations**

Infrastructure Engineers has been working with PA & Associates for many years. This collaboration has included dozens of pavement and street rehabilitation and underground infrastructure projects. PA & Associates is a geotechnical engineering, environmental, and material inspection consulting company that has been in operation since 1991. PA & Associates will assist with pavement condition assessment and subsurface soil investigation for the SB1 Street Enhancement project.

The following list presents just a few of the many Infrastructure Engineers projects that PA & Associates has worked on:

- City of Bell Gardens - Garfield & Eastern Intersection Improvements
- City of Montebello - Various Street Improvements FY 19-20
- Huntington Park - Various Street Improvements
- City of Montebello - Concourse Avenue Street Improvement
- City of Montebello - Chapin Road Pavement Investigation Report
- City of Lynwood - Bullis Road Street Improvement Project
- City of Baldwin Park - SB1 Fund Street Rehabilitation Project FY2018-19

### **Infrastructure Architects (iArch)**

iArch is a contemporary full-service design and engineering firm. iArch provides professional architecture and interior design services throughout the United States. Since 2017, iArch has been providing innovative design solutions and advanced project management to private and public clients. iArch has earned a reputation for our solution-oriented approach, outstanding quality, and client services.

iArch has completed projects in the following industries: Science & Technology, Industrial, Distribution, Office, Public/Government, Institutional, Interiors, Healthcare, Auto, Retail/Restaurant, and Manufacturing.



## Quality Assurance/Quality Control

Quality assurance and quality control (QA/QC) are top priorities for Infrastructure Engineers. Producing engineering and compliance documents of the highest caliber is what keeps us in business. Our QA/QC practice involves a comprehensive process to ensure delivery of quality products and services to meet your stringent criteria.

For Quality Assurance (QA), we implement a proactive process that aims to prevent errors and ensure quality deliverables. Our Quality Control (QC) simply refers to the process of inspecting the projects to identify and correct inaccuracies. QA and QC are closely related concepts and are both aspects of our quality management.

Infrastructure Engineers appoints an experienced and qualified QA/QC reviewer to provide leadership and guidance in producing complete and comprehensive documents to meet all industry standards as well as the City's expectations. Our monitoring and inspection documents will result in meeting the NPDES and MS4 mandates and will provide clear understanding to your staff and constituency of all related requirements. Key elements of our quality control are the assignment of skilled personnel who are experienced in the particular discipline, effective and constant communications, and monitoring of project progress. The quality control process includes the following principles:

- Assignment of skilled professionals instituting a comprehensive and interactive orientation of the project goals and the means of achieving these goals
- Daily contact by the Project Manager with each on-going activity to provide support and guidance, to maintain focus and momentum, and to monitor the quality of work
- Maintaining regularly scheduled project staff meetings for reviewing work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing budget parameters, and discussing upcoming activities and responsibilities
- Internal (peer review) audits of municipal services for quality, accuracy, and completeness
- Strictly and rigorously following Infrastructure Engineers-developed QA/QC standards and guidelines
- Review by the Project Manager prior to submittal to assure services meet all standards and codes, project goals and objectives, and contract requirements
- Design QA/QC are carried out by our highly experienced and licensed professional civil engineers
- Constructability reviews during the design phase are carried out by our experienced construction managers and inspectors



## References

<b>City of Baldwin Park</b> Sam Gutierrez, Director of Public Works 14403 Pacific Avenue Baldwin Park, CA 91706	Phone: (626) 813-5255 Email: <a href="mailto:sgutierrez@baldwinpark.com">sgutierrez@baldwinpark.com</a> Project: San Gabriel River Bikeway Project
<b>City of Lynwood</b> Julian Lee, Public Works Director 11750 Alameda Street Lynwood, CA 90262	Phone: (310) 603-0220 Email: <a href="mailto:jlee@lynwood.ca.us">jlee@lynwood.ca.us</a> Project: New Traffic Signal at Imperial Highway and Ruth Avenue
<b>City of Bell Gardens</b> Grissel Chavez, (former Director of Public Works, Current Deputy City Manager – City of Signal Hill) 2175 Cherry Avenue Signal Hill, CA 90755	Phone: (562) 989-7300 Email: <a href="mailto:gchavez@cityofsignalhill.org">gchavez@cityofsignalhill.org</a> Project: Various Residential Street Improvements FY 2021-2022
<b>City of Montebello</b> James Enriquez, Director of Public Works 1600 W Beverly Blvd. Montebello, CA 90640	Phone: (323) 887-1200 Email: <a href="mailto:jenriquez@cityofmontebello.com">jenriquez@cityofmontebello.com</a> Project: Montebello Boulevard Widening, Bike Lane and Sidewalk Improvement Project



## **Schedule and Schedule Control**

The proposed work schedule, as defined by task with sub-tasks, appears on the following page.





PS&E Services for CIP 2022-11 Litter Abatement and Beautification Project  
Prepared by Infrastructure Engineers  
Project Schedule

[illegible]



## **Fee Schedule/Cost Proposal**

The fee schedule/cost proposal appears in the separate, sealed envelope entitled "CIP 2022-11 Huntington Park Litter Abatement and Beautification Project," per the RFP.

## **Addenda**

All addenda issued by the City appear on the following pages.



May 23, 2023

# CITY OF HUNTINGTON PARK

## ADDENDUM NO. 1

### REQUEST FOR PROPOSAL: CIP 2022-11 HUNTINGTON PARK LITTER ABATEMENT AND BEAUTIFICATION PROJECT

Questions pertaining to the Request for Proposal (RFP) for CIP 2022-11 Huntington Park Litter Abatement and Beautification Project. Answers are highlighted in yellow.

1. Is geotechnical investigation required for this contract?

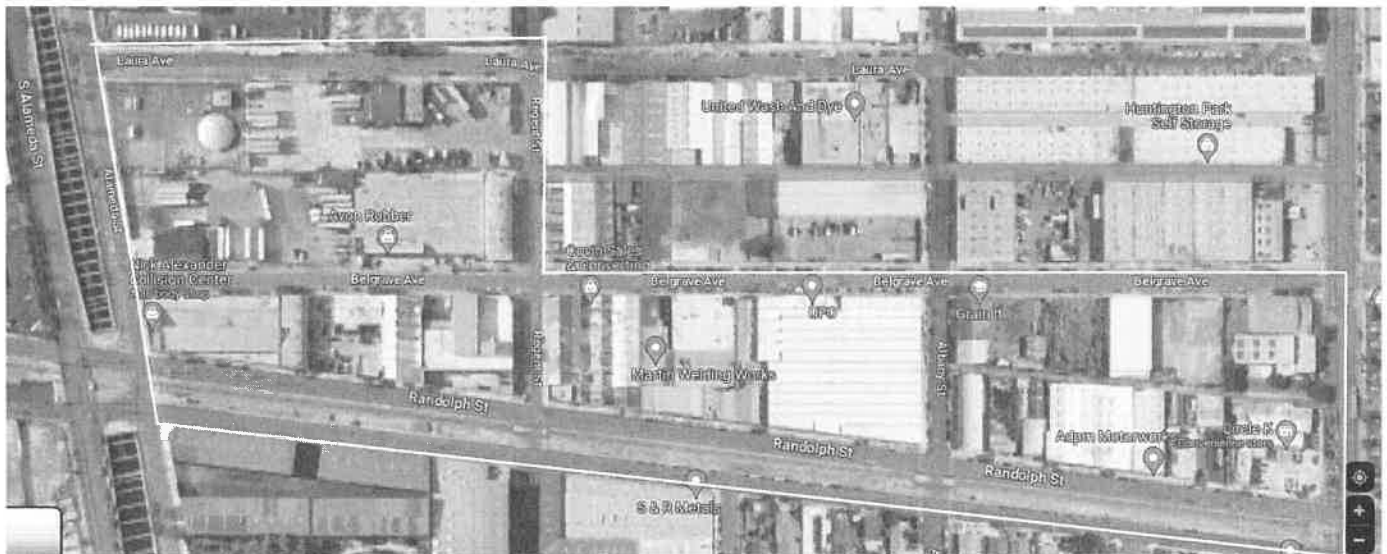
Geotechnical investigation may be integrated into the project for testing of the existing soil type and the potential for use for tree planting and infiltration of surface water purposes.

2. What is the Projects Budget?

There is no defined budget at the moment. Consultants must utilize their best judgement based on the available information contained in the RFP.

3. Our team had a question as to whether or not the City's Public Works Department had an exhibit or map of the intended beautification areas along Randolph Street corridor and focal areas at Wilmington Avenue, Alameda Street, Laura Avenue, Belgrave Avenue, Regent Street and Albany Street?

Main focus of the project is Randolph Street from Alameda Street to Santa Fe Avenue and some of the side streets north of Randolph St. Please see highlighted area below.



4. Would the City consider partnering with the City of Maywood to align the two Randolph Avenue projects? They have similar project goals and funding sources. There might need to be alignment of project scopes.

This segment of Randolph Street is on the other spectrum and not near the City of Maywood unfortunately.

5. What is the status of ownership or control for the median area where the train tracks are currently located?

Union Pacific Railroad (UPRR) owns the railroad tracks. We shall not be working within the UPRR right-of-way (ROW). All work shall be within the City of Huntington Park's ROW.

6. I am writing to request information regarding the limit of streets that included in the Litter Abatement and Beautification project. As part of our proposal, we need to understand the city's requirements and limitations for street usage. Could you please provide us with the following information?

- a. Limit of Laura Avenue
- b. Limit of Belgrave Avenue
- c. Limit of Regent Street
- d. Limit of Albany Street

Please see area encapsulated in the response to question number 4 above.

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

RFP due date has changed to the following date and time: **Wednesday, May 31, 2023 at 2:00 pm.**

**Request for Proposal**

**End of Addendum No. 1**

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

By:   
Cesar Roldan, Director of Public Works

Date: May 23, 2023

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

**Statement of Bidder Acknowledgment**

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

Infrastructure Engineers  
Contractor Name

  
Signature

05/30/23  
Date

Chief Executive Officer  
Title



Infrastructure Engineers  
3060 Saturn Street, Suite 250  
Brea, CA 92821

### City of Huntington Park

Proposal for Proposal for Professional Architectural/Engineering Design Services Plans, Specifications, and Estimate (PS&E)  
CIP 2022-11 Huntington Park Litter Abatement and Beautification Project

Prepared by Infrastructure Engineers  
Cost Proposal

5/21/23

Task	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE Sid Mousavi, MSCE, PE	PROJECT MANAGER Aidan Mousavi, MBA, PE, OSPIQSD	SENIOR ENGINEER Christopher Ley, PE	CAD MANAGER Shawn Babakhanian	ENGINEERING ASSISTANT Behar Baradaran, EIT	ON-POINT Subconsultant	PA & ASSOCIATES Subconsultant	IARCH Subconsultants	TOTAL
	Rate:	\$238	\$185	\$170	\$135	\$115	Lump Sum	Lump Sum	Lump Sum	
1	Two (2) Kickoff Scoping Meetings	4	4	4		4				\$2,832
2	Six (6) Review Meetings with City		24	24		24				\$11,280
3	Prepare & Submit 30% Design PS&E: Due August 7, 2023	8	32	48	48	60	\$34,086.00	\$ 11,500.00	\$51,060.00	\$126,010
4	Prepare & Submit 75% Design PS&E: Due September 28, 2023	8	40	60	48	80				\$35,184
5	Prepare & Submit 100% Design PS&E: Due October 31, 2023	8	40	80	60	120				\$44,804
6	Answer Bidding RFIs/RFCs		5	10		15				\$4,350
7	Attend Pre-Construction Meeting(s)		4	4		4				\$1,880
8	Answer Construction RFIs/RFCs		10	15		20				\$6,700
9	Review Construction Submittals/Shop Drawings		6	16	8	24				\$7,670
10	As-Builts/Record Drawings		8	16	12	24				\$8,580
Team Member Totals		\$6,664	\$32,005	\$47,090	\$23,760	\$43,125	\$34,086	\$11,500	\$51,060	
TOTAL										\$249,290

\* Listed hourly rates are all-inclusive

## ATTACHMENT "B"



REQUEST FOR PROPOSAL (RFP) CIP 2022-11

# Randolph Street Litter Abatement and Beautification Project

Fee Schedule/Cost Proposal



x   
BRIAN  
ULASZEWSKI  
PRINCIPAL & EXECUTIVE DIRECTOR

**ADDRESS**  
1444 EAST 4TH STREET  
LONG BEACH, CA 90802

**PHONE NUMBER**  
562.901.2128

**PRIME CONTACT**  
BRIAN ULASZEWSKI  
PRINCIPAL & EXECUTIVE DIRECTOR

**EMAIL ADDRESS**  
BRIAN@CITYFABRICK.ORG

# Fee Schedule

**For the scope of work described in this proposal, the City of Huntington Park will pay City Fabrick a fixed fee of \$399,692 [including a \$5,000 allowance for reimbursable and printing expenses] in monthly installments based on percentage of work complete.**

FEE SCHEDULE						
Task		CF	Ardurra	Sweeney	P2S	Total
1	Project Management/Meetings	20,000	6,140	1,300	18,000	45,440
2	Site Investigation/Survey	9,000	13,032	2,100	9,000	33,132
3	30% Design and PSE	18,000	10,540	3,000	15,000	46,540
4	75% Design and PSE	18,000	25,120	4,500	15,000	62,620
5	100% Design and PSE	30,000	18,560	8,000	30,000	86,560
6	Bidding RFIs/RFCs	6,000	4,800	1,600	3,000	15,400
7+8+9	Construction Support	54,000	8,180	8,400	26,000	96,580
10	As-Built and Evaluation		5,920		2,500	8,420
<b>TOTAL</b>		<b>155,000</b>	<b>92,292</b>	<b>28,900</b>	<b>118,500</b>	<b>394,692</b>
INDIRECT		5,000				5,000
11	Optional: Community Engagement	21,000				21,000

## DIRECT COST ASSUMPTIONS:

Printing and Copying will not include additional fees beyond direct cost

Mileage will be charged at the current rate determined by the Internal Revenue Service.

Venue rentals for engagement activities will be covered by the City, assuming use of public facilities.

Permit, plan check, and inspection fees will be covered by the City.

Incidental expenses will be presented to City staff before incurring costs.



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Project Schedule/  
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Sections Submitted Separately;  
Fee Proposal

May 24, 2023



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

RE: Request for Proposal: CIP 2022-11 Randolph Street Litter Abatement and Beautification Project

Dear Cesar,

On behalf of City Fabrick, we thank you for this opportunity to present to the City of Huntington Park our proposal to provide Technical Assistance related to the Randolph Street Litter Abatement and Beautification Project. You will find our team of industry-leading, local landscape architects, designers, planners, engineers, and professionals would provide the City and community with a holistic partnership that would most benefit the mission of the City of Huntington Park

Our collective team has decades of experience successfully supporting community organizations and public agencies in the planning, design, outreach, and engagement related to developing new parks, trails, and streetscapes in Southern California. City Fabrick and Ardurra Group has collaborated with local agencies as on-call consultants providing a range of support for creating new parks and expanding park networks, park improvements, transportation, and streetscapes, trails, sustainable stormwater facilities, and other landscapes.

City Fabrick is based locally in Long Beach and strategically focused on supporting the Gateway Cities, providing technical and creative capacity to local government, nonprofit organizations, and community groups. We are currently collaborating with multiple cities within the area on community-serving projects and are supporting the Gateway Cities Council of Governments on policy and community engagement work. This includes leading design and engagement efforts for the Randolph Street Beautification Project in the City of Maywood. City Fabrick has experience planning and designing parks, and mobility infrastructure along the Lower Los Angeles River, and have established partnerships to support executing park development within the area.

We 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. Our proposal includes a base scope of work and deliverables that meets the requested services from the Request for Bids as well as a menu of additional services that City Fabrick can to support the project, providing a solid foundation to develop the Randolph Street Project. Should you have questions, please feel free to reach out to contact Brian Ulaszewski at 562.901.2128 or [brian@cityfabrick.org](mailto:brian@cityfabrick.org).

**Brian Ulaszewski, LEED AP**  
Principal + Executive Director

**Mina Emamifar Roades, ASLA**  
Director of Landscape Architecture

# Consultant Background

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10/10/10

10/10/10

10/10/10



# Consultant Background



**City Fabrick is a full-service professional design and planning studio grounded in the mission of restoring, reshaping, and empowering communities through collaborative public interest design, planning, and policy development.**

City Fabrick's landscape design work spans mobility and streetscape projects, design and planning new and existing parks, park improvements, affordable housing, and community facilities. We have assembled a team of consultants who collectively are prepared to deliver engagement, landscape architecture, engineering, and other support services to the City of Huntington Park for advancing the Randolph Street Litter Abatement and Beautification project.

Collectively our team has worked on many relevant projects that encompass the wide range of landscape design and planning projects relevant to the City of Huntington Park Request for Proposals. City Fabrick and team have worked on dozens of relevant projects with a majority of this consultant team collaborating on current projects ranging from park design and planning to streetscape and mobility projects. City

Fabrick would serve as the Project Manager for all projects, with a range of consultants able to participate as and when necessary for designing and delivering the project.

Following in this section – as requested, is a matrix of relevant projects delivered or currently in process by City Fabrick and the project team, an organizational chart with roles, expertise, and primary contracts,

# City Fabrick Overview



**City Fabrick is a nonprofit design studio reshaping, restoring, and empowering communities through collaborative public-interest design, planning, policy development, and advocacy.**

Based in Long Beach, City Fabrick engages communities in Southeast Los Angeles County across a range of matters related to improve residents' quality of life and outcomes. City Fabrick is an independent organization that works beyond the conventional client-consultant framework, having the capacity to collaborate with community partners on mission-related work as well as collaborate to initiate positive change communities. City Fabrick's involvement with this initiative provides the following community benefits that align with our mission:

## **Great Parks and Places**

By increasing park acreage and access for a park poor community

## **Thriving Neighborhoods**

by reducing trash and enhancing neighborhood aesthetics for residents to promote physical, mental, and emotional health.

## **Resilient Communities**

by expanding urban forestry, habitat, stormwater management, and permeable area to make the community more resilient to climate change while mitigating pollution impacts.

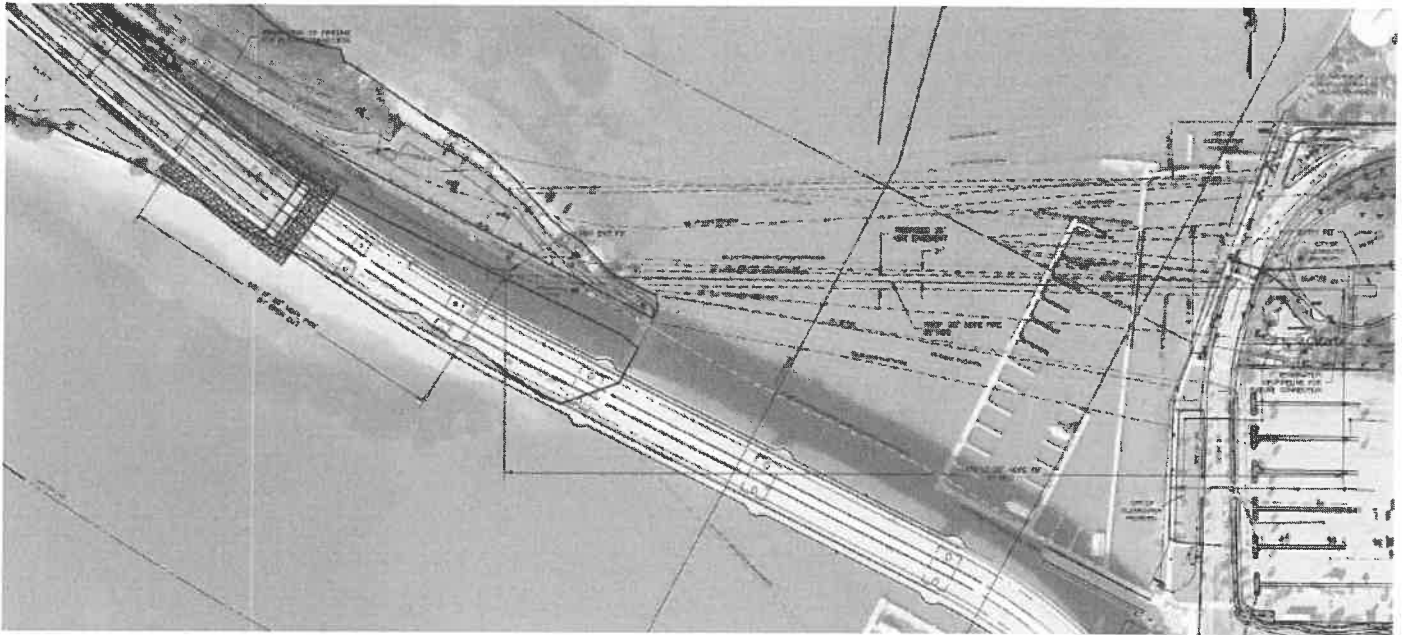
## **Moving People**

by enhancing accessibility and active transportation, connecting residents to multiple schools and community amenities

City Fabrick is a Long Beach nonprofit organization that collaborates with partners on community enhancing projects and initiatives taking a variety of roles that best ensure success for all those involved. Our unique structure provides the capacity to be a consultant, collaborator, grantee, or part of a coalition of partners. City Fabrick's work includes but is not limited housing, parks and open space, transportation, climate resiliency, cultural development and providing technical and creative capacity planning, communications, and engagement, graphic, building, landscape, interior, and urban design services.

City Fabrick has significant experience working in the Gateway Cities area working with community partners and a multitude of local agencies and nonprofit partners on a range planning, community visioning, and engagement processes including multiple park planning and design projects, affordable housing, community development, streetscape, neighborhood beautification, and public art. City Fabrick is currently providing landscape architecture services for a proposed rails to trails project along Randolph Street in the City of Maywood, engagement and communications support to the Gateway Cities Council of Governments, and designing a new park in North Long Beach by repurposing residual public right-of-way adjacent to the Los Angeles River.

# Ardurra Group Qualifications



## **We are a growing assembly of experts, engineers, and design professionals delivering a unique balance of experience and innovation.**

With 1,200+ employees in 70 offices across the country, Ardurra is ranked 114 in Engineering News-Record's Top 500. We focus on seven key service areas including: public works/civil planning, design and construction management, water/wastewater planning design and construction management, traffic and environmental, site and land development, emergency management, structural engineering, and survey. In our local offices we also provide plan review and plan check, code compliance enforcement, and grant administration. The majority of our work is from public agencies. We not only have the specific related experience needed for this project, but an intimate understanding of the objectives and challenges you experience delivering projects.

### **Responsiveness – We are there when you need us!**

We not only intend to meet the City's expectations—we intend to exceed them. With our offices throughout California, the Ardurra team provides unparalleled responsiveness. Close geographic proximity to the City makes us ideally suited to serve the City and ensures availability for meetings at the City's office and in the field as needed.

### **Demonstrated Technical Ability**

Ardurra provides full-spectrum services to assist our clients from preliminary planning through project completion. From our substantial experience in the planning, design, and management of public infrastructure undertakings, we understand that projects today are driven by a balance of economic, environmental, social, and political factors. We believe in working in partnership with our clients to meet these challenges. We offer our clients an unmatched commitment to responsiveness, quality, and exceptional professional opportunities to our staff.

### **Public Outreach**

Ardurra offers a local community relations team that is very familiar with Southern California municipalities. Our professionals apply strategic, specialized communication methods that have been honed for decades to minimize issues that can arise from public opposition or controversy. Clients know that a dedicated, disciplined community relations team can help achieve a smooth implementation and even greater public support by project completion.

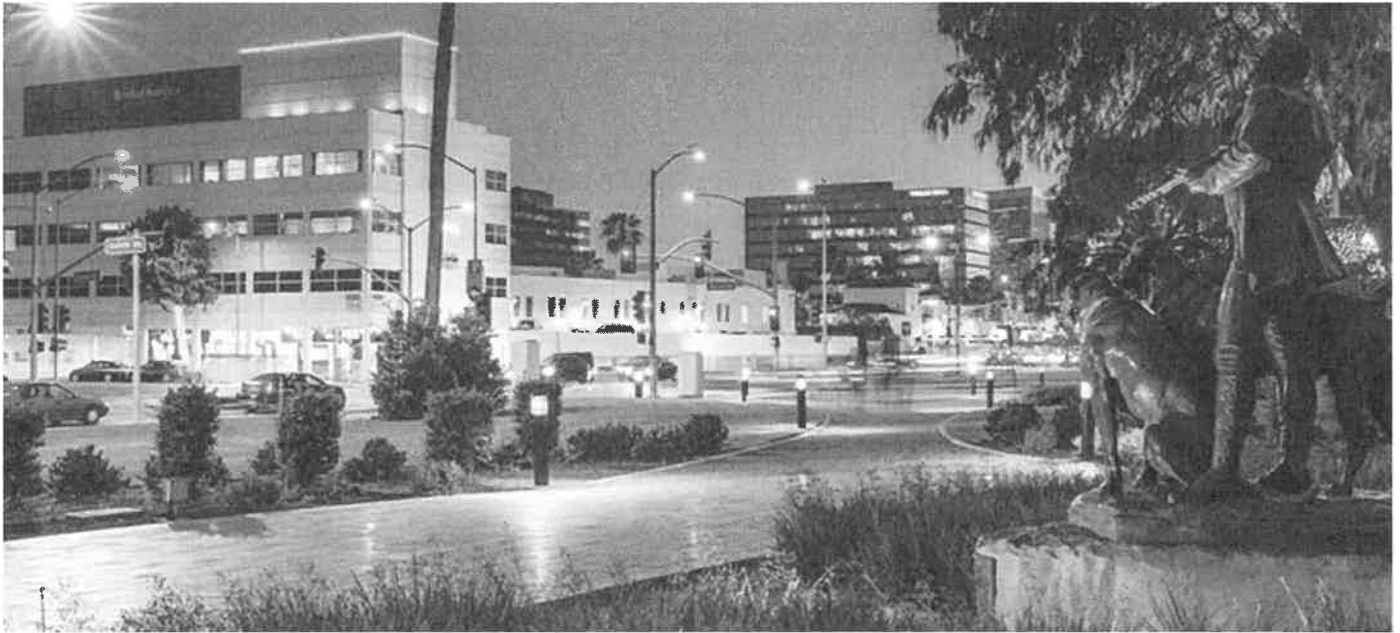


# P2S

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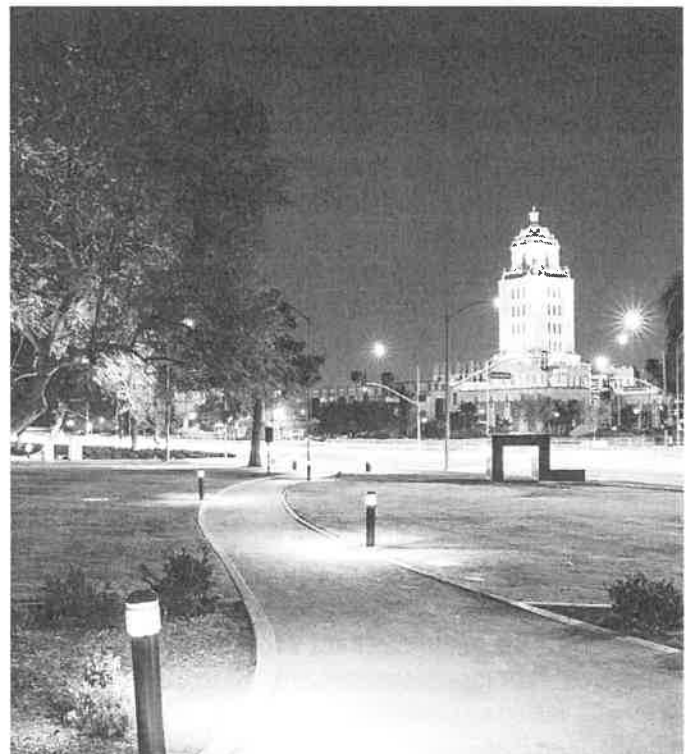
## Qualifications

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**P2S is a consulting engineering, commissioning (Cx) and construction management (CM) firm committed to innovative designs, sustainable solutions and exceptional client service.**

For 31 years, P2S Inc. has brought innovative and sustainable engineering solutions to California businesses, including municipalities, airports, ports, marine facilities, industrial and education campuses, and more. We take client dreams and make them reality with inventive, sustainable solutions fueled by the desire to make the future a better place. We are a one-stop resource offering mechanical, electrical, plumbing, technology, and fire protection design services. P2S also provides commissioning, construction management and lighting design. Some of the engineering services provided include building systems design, central utility plants, utility master plans, infrastructure design, feasibility studies, and energy audits. We believe innovative, responsible design is more than cost savings and efficiency, it's the promise of a brighter, greener future that begins today.



# Sweeney and Associates Qualifications



**Sweeney & Associates, Inc. is dedicated to water conservation through sound irrigation design, construction observations, and water management practices.**

Sweeney & Associates, Inc. is an irrigation consulting firm specializing in irrigation system design, master planning, and water management. Founded in 1990, in San Diego, California, the company has evolved into an internationally recognized leader in the irrigation industry. With four United States offices, an overseas production facility, and the effective use of the latest electronic data transfer techniques the firm offers excellence in irrigation design to customers around the world. Often brought into the project in the early stages of design, Sweeney & Associates are experts at the use of alternative water sources, water conservation strategies, and large-scale irrigation network design. The firm prides itself as an early adopter of the latest water conserving principles, products, and methods.



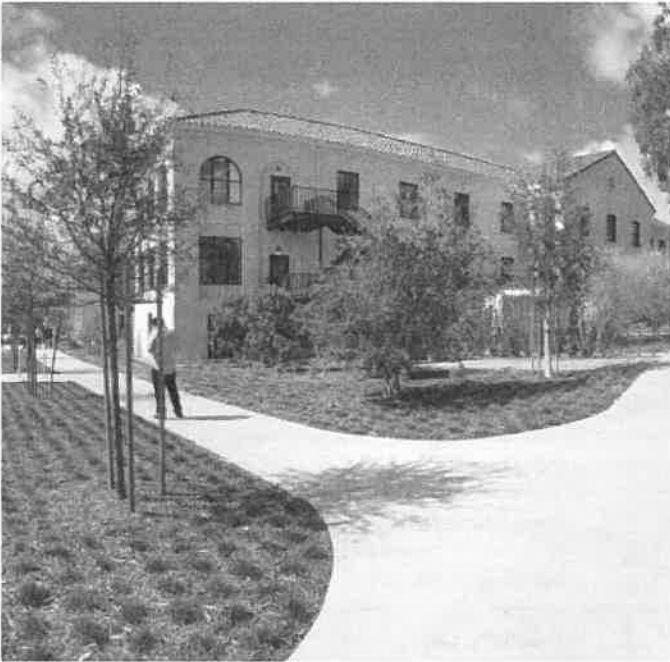


# Experience + Qualifications

# CF Relevant Projects Matrix

PROJECT	TYPOLGY	LOCATION	SCOPE
Drake/Chavez Park Connector	Park Expansion	Long Beach, CA	Landscape Design +
51st Street Greenbelt	New Park	Long Beach, CA	Landscape Design +
West LA Veteran Community	New Parks and Transportation	Los Angeles, CA	Planning + Design +
One San Pedro	New Parks and Transportation	San Pedro, CA	Planning +
On-Call Services	Parks and Transportation	Pasadena, CA	Civil Engineering +
Villages at Cabrillo	New Parks and Transportation	Long Beach, CA	Planning + Design +
14th Street Park	Park Expansion	Long Beach, CA	Planning + Design +
Hamilton Greenbelt	New Park and Transportation	Long Beach, CA	Park Planning
De Forest Park Vision Plan	Existing Park and Transportation	Long Beach, CA	Park Planning
Long Beach Boulevard Bus Island	Transportation	Long Beach, CA	Landscape Design
Cudahy Senior Housing	Housing and Community Center	Cudahy, CA	Landscape Design
Villa Vanowen	Supportive Housing	Los Angeles, CA	Landscape Design
Parks, Recreation, and Marine Plan	Department Strategic Plan	Long Beach, CA	Planning
Uptown Open Space Plan	Park Network	Long Beach, CA	Planning
Avalon Park Master Plan	Park Network	Avalon, CA	Planning
San Pedro Parklets	Transportation and Placemaking	San Pedro, CA	Landscape Design
Sound Garden	Park Improvement	Long Beach, CA	Landscape Design
Veteran Valor Plaza	Park Improvement	Long Beach, CA	Landscape Design
Jenni Rivera Playground	Park Improvement	Long Beach, CA	Landscape Design
Los Angeles County Parks On-call Service	Park Development	Los Angeles, CA	Park Planning + Engagement
Avalon Canyon Fitness Trail	Transportation	Avalon, CA	Landscape Design
Spark Commons	New Park	Long Beach, CA	Landscape Design
Santa Ana Urban Farm	New Urban Farm	Santa Ana, CA	Landscape Design
Gumbiner Park	New Park and Transportation	Long Beach, CA	Planning + Design
MLK Jr. Park	Existing Park	Long Beach, CA	Park Planning
MacArthur Park	Existing Park	Long Beach, CA	Park Planning
Scherer Park	Existing Park	Long Beach, CA	Park Planning

# City Fabrick Projects



## ALAMITOS AVENUE | LONG BEACH

The road diet and safety enhancement project began as a road resurfacing project that grew in scope as residents and local stakeholders expressed concerns of traffic speeds and accessibility for pedestrian and cyclists. City Fabrick quickly worked with community members and City Officials to redesign the roadway to add buffered bike lanes (the first fully dedicated bicycle facility in Central Long Beach), pedestrian enhancements including continental crosswalks and curb extensions and infrastructure for future controlled intersections. These improvements were completed in the Spring of 2016 and is already planned to become the backbone of the future bike network according to the City's Bicycle Master Plan.

## NORTH LONG BEACH BOULEVARD SAFETY AND BEAUTIFICATION PROJECT | LONG BEACH, CA

The streetscape project along a prominent corridor in North Long Beach included adding new street trees to fill gaps in the urban canopy, installing enhanced crosswalks along multiple Safe Routes to School, and proposing a variety of graffiti deterring, neighborhood beautification devices like murals and climbing vines. The 'School of Fish' crosswalk designs were inspired through the community engagement process in close consultation with public works and traffic engineers.

The fish are swimming south towards the ocean, and the 67th street block is marked with yellow stripes as part of the Safe Routes To School Program for Starr King Elementary students. These enhanced crosswalks were implemented as part of the City of Long Beach PBNIS (Place Base Neighborhood Improvement Strategy) project to reflect a welcoming image for the Starr King/College Square neighborhood while also increasing pedestrian safety.

## WEST LA VETERANS CONNECTOR | LOS ANGELES

The US Department of Veterans Affairs West Los Angeles Medical Campus is one of the largest healthcare facilities within the Department of Veterans Affairs system. The approximately 388-acre campus is located within an unincorporated island of the County of Los Angeles, while surrounded entirely by the City of Los Angeles. City Fabrick led an extensive engagement process and comprehensive planning for the redevelopment of the nation historic landmark district to become a Veteran-serving community consisting of over 1,600 permanent supportive homes including adaptive reuse of vintage structures and construction of new buildings on under-utilized parcels.

City Fabrick led a consultant team of architects, landscape architects, and engineers to imagine transforming the civic design of the former medical campus into a neighborhood with multimodal circulation network and integrated open space network. Along with leading the overall community plan City Fabrick is leading the design and execution of the complete street transformation for the North Village area including adding dedicated bicycle facilities, developing traffic calming measures, sustainable stormwater management facilities, and street tree network.

As the initial phase of the complete street project has been completed, the Veterans Connector project expands to encompass 8 blocks of additional street improvements, mobility hub outfitted with secure bike parking, mini mobility shed, and transit stop, and off-street bike facilities. The expanded project is in construction documents and is being coordinated with a multitude of agencies including State Office of Historic Preservation, County of Los Angeles, and US Department of Veteran Affairs

# Ardurra Projects



## MARKET STREET PEDESTRIAN STREETScape ENHANCEMENTS | LONG BEACH, CA

SERVICES	START	COMPLETE
PS&E	2018	Ongoing

As part of an on-call contract with the City of Long Beach, Ardurra staff has prepared plans, specifications, and cost estimates for more than \$15 million in improvements since 2009 and continues to work with the City. Ardurra is providing engineering and design services for a Complete Street Project on Market Street between the LA River and Cherry Avenue, an approximately 1.9-mile stretch of the corridor. As stated on the [www.smartgrowthamerica.org](http://www.smartgrowthamerica.org), complete streets are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work. They allow buses to run on time and make it safe for people to walk to and from train stations. The project consists of complete street improvements, including Class IV bike lanes and other new bike/pedestrian facilities, bulbouts, wayfinding signage, road diet with sidewalk extension, crosswalk and transit stop enhancements, construction/reconstruction of curb ramps

for ADA compliance, repairing sidewalks, curbs, and gutters, reconstructing/ resurfacing roadway pavement, landscaping, and street trees, removing/relocating obstructions and utilities, and storm drain relocations.

Market Street is a 4-lane minor arterial located in north Long Beach. Similar to Culver Boulevard, Market Street provides access to a mix of commercial, industrial, and residential communities. The main objective of the project is to improve mobility and safety along the corridor for both pedestrians and bicyclists. This was accomplished by upgrading curb ramps, constructing bulbouts at select locations, relocating obstructions, adding bike lanes, and increasing sidewalk widths. In addition, the project aimed to provide complete street components such as bus stop upgrades, drought-tolerant landscaping, pedestrian lighting, installation of rectangular rapid flashing beacons, pavement rehabilitation, traffic signal modifications and wayfinding signage. This project was community driven and was, therefore, high profile. Community outreach and project buy-in were accomplished through the use of community meetings and online resources.



## LINCOLN AVENUE WIDENING DESIGN | CITY OF ANAHEIM, CA

SERVICES	START	COMPLETE
PS&E	2016	2023 *Construction Complete: 2025

Ardurra provided engineering design services for the Lincoln Avenue Widening project, which widens 3,000 feet of Lincoln Avenue from East Street to Evergreen Street. The project includes the design of street, median, traffic, storm drain,

landscape and private property improvements as well as the preparation of an alignment study, traffic study, legal descriptions and a Water Quality Management Plan.

MCBEAN PARKWAY MEDIAN ALIGNMENT   SANTA CLARITA		
SERVICES	START	COMPLETE
PS&E	2016	2023 *Construction Complete: 2025

Ardurra is responsible for preparation of an updated concept plan, final plans, technical specifications and estimate (PS&E) for proposed street improvements of the McBean Parkway, a major six-lane arterial highway in the City of Santa Clarita that extends from Interstate 5 (I-5) on the west to Copper Hill Drive on the east with a posted speed limit of 45 mph within the project limits.

The project site is located approximately one mile east of the I-5 Freeway and is adjacent to Henry Mayo Newhall Hospital. As a condition of approval of the expansion of Henry Mayo Newhall Hospital campus, the hospital is responsible for the

dedication of right-of-way to the City along the frontage of McBean Parkway and for constructing various public street improvements.

Project construction elements include: curbs, gutters, drive approaches and sidewalks; rehabilitation of asphalt pavement, relocation of utilities, as necessary; median island landscaping, catch basin/storm drain reconstruction, the replacement of striping, pavement markings and signage, replacement of detector loops, and adjusting utilities to grade.



# **Proposed Personnel**

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# City Fabrick Team



**Brian  
Ulaszewski**

EXECUTIVE DIRECTOR /  
PRINCIPAL

OFFICE LOCATION: LONG BEACH

Brian Ulaszewski has over two decades of experience working in the design and planning field on work spanning tactical interventions like pop-up plazas and parklets to building and landscape projects to regional-scale planning and state policy. Brian has extensive experience working with local governments, developers, affordable housing providers, and nonprofit organizations on a wide variety of projects ranging from graphic, environmental, building, landscape and urban design. He has also returned to teach within the Landscape Architecture and Urbanism Department at the University of South California, School of Architecture. Brian is a recognized leader in city building, having been recognized by the American Planning Association.

Credentials  
LEED AP



**Mina  
Emamifar  
Roades**

DIRECTOR OF  
LANDSCAPE DESIGN

OFFICE LOCATION: LONG BEACH

Mina Emamifar Roades brings her passion and creativity in landscape architecture to her work creating spaces that enrich the lives of people. Mina brings over fourteen years of experience as a Landscape Architect to City Fabrick, as well as her knowledge as a Long Beach resident. She obtained her Bachelor's degree in Architecture from USC where she took courses in Landscape Architecture and found interest in receiving a Master's degree in Landscape Architecture at North Carolina State University College of Design. Her experience living and working on the east coast has given her expertise in the diverse plant material and different ecosystems of the area. Moving back to Southern California, Mina grew an appreciation for the unique opportunity to design with drought tolerant planting and natives, believing that our native species and adapted natives can create rich and lush environments that embrace our culture.

Credentials  
LEED AP, US Green Building Council

Registration  
Registered Landscape Architect #5456

Alexander Jung brings to his work at City Fabrick a unique perspective working on urban design and planning projects in the public, private, academic, and nonprofit sectors. With over five years of experience, Alexander has proven to be an effective project manager, designer, and community facilitator in his involvement with several award-winning projects throughout Southern California. The range of projects Alexander has worked on include visioning and designing multimodal streetscapes, parks and open spaces, First/Last Mile connectivity plans, pedestrian and bicycle networks, and Transit Oriented Districts. Recently arriving to Long Beach, he has already worked on several plans and projects throughout the city.

**Alex  
Jung**

DIRECTOR OF

URBAN DESIGN + PLANNING  
OFFICE LOCATION: LONG BEACH

Credentials  
American Institute of Certified Planners

## Angelica Meza

SENIOR  
DESIGNER

OFFICE LOCATION: LONG BEACH

A native to Southern California, Angelica attended Orange Coast College after high school. There she found her passion and went on to graduate from California State University, Long Beach with a Bachelor of Fine Arts degree in Graphic Design. Through the graphic design program, she was able to explore new cities and learn from various cultures from around the world, which have proven useful in her position at City Fabrick. Her previous experiences have allowed her to understand and collaborate with the many different clients and projects that pass through City Fabrick with great care, attention, and empathy. When spending her leisure time, she continues to learn about and support the local community by visiting various destinations like Long Beach Creamery and The Merchant.



## Christopher Lacsina

DESIGNER

OFFICE LOCATION: LONG BEACH

Christopher Lacsina (he/him) is a landscape designer and public health researcher from Hawai'i with an interest in building health equity through design. He received his Master of Public Health at the University of Hawai'i and worked as a research assistant for the Hawai'i Public Health Institute (HIPHI). As a researcher he has experience in community engagement, capacity building, and evaluation in the areas of active transportation, food insecurity, and access to healthy foods. He received his Master of Landscape Architecture from the University of British Columbia. The range of projects that Christopher has worked on include open space design, community outreach and advocacy, community engagement, and park vision planning.



## Wanxing Lin

DESIGNER

OFFICE LOCATION: LONG BEACH

Wanxing Lin (she/her) is a creative individual who specializes in landscape and urban design. She recently completed her Master of Landscape Architecture + Urbanism at the University of Southern California, along with her year long professional practice at eLandscape Studio and RELM Studio. Before joining City Fabrick, she worked as a program associate with the Sustainable SITES Initiative at U.S. Green Building Council, which equipped her with a multidisciplinary background in planning, policy, and advocacy. As a SITES AP, her experience also includes urban Low Impact Development System Research and Storm Water Best Management Practices design development. She looks forward to continuing to support a diverse array of project types and scales in design and planning practice, prioritizing community-led design, meaningful, high-performance outdoor spaces.

Certifications

SITES AP, US Green Building Council



# Ardurra Team



**Jose  
Hernandez,  
PE, QSD/P**

SENIOR  
PROJECT MANAGER  
OFFICE LOCATION: NEWPORT BEACH

Jose Hernandez, PE, QSD/P began his successful career as an intern for Caltrans District 12 while completing his undergraduate degree at California State University of Pomona in Pomona, CA. Jose has most recently served as senior project manager for a private consulting firm responsible for overseeing projects of varying size and complexity through design, permitting and construction. He has provided his expertise to clients including the Port of Long Beach, the City of Long Beach and the Cities of Rialto, Santa Clarita, Ontario, and Palmdale. Jose's accomplished projects have won ASCE Project of the Year for Airports and Ports and for Urban and Land Development.

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Registration

2005/PE/Civil Engineering/CA #68384

Certifications

California Certified QSD/QSP: No. 024024

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**Joe  
Buckner,  
PE, PLS, QSD**

PROJECT ENGINEER  
OFFICE LOCATION: NEWPORT BEACH

Joe Buckner, PE, PLS, QSD has more than 30 years of experience in the planning and design of streets, highways, and freeways, highways and arterial streets, right-of-way engineering, grading, sewer, water and storm drains. As project engineer, Joe has been responsible for the preparation of street rehabilitation plans and drainage improvements for numerous cities throughout Los Angeles and Orange Counties. Joe has substantial experience with engineering of public works improvements, CAD drafting and preparing survey and right-of-way legal mapping. Most recently Joe has served as project engineer for the following Long Beach projects: Seaside Way Storm Drain, Atlantic Avenue Bulbouts, Santa Fe Avenue Rehabilitation, Alamitos Avenue Rehabilitation, 6th Street Bus Stop Relocation and Spring Street.

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Registration

1989/PE/CA #45531; 1995/PLS/CA #7206; QSP/QSD

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# **Project**

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# **Approach**

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# Project Approach

**City Fabrick will work with the Huntington Park Public Works Department staff to investigate site opportunities and constraints, develop the design and specifications, secure approvals and building permits, and support the construction of the Randolph Street Litter Abatement and Beautification Project.**

The scope of work includes base tasks one through five and optional tasks six and/or seven as services that City Fabrick would be provided as requested by the City. The scope of work, deliverables, schedule, and fees and terms would be refined in collaboration with City staff.

## TASK 1: PROJECT MANAGEMENT

This initial phase of working the team to redefine the project goals, parameters, and partners to clearly articulate amongst the various parties involved internally and externally. While subsequent phases will lead to refinements of these overarching considerations it is essential that they are recorded so any deviation is done so thoughtfully, understanding potential ramifications. It is also important to reinforce communications, schedules, and roles and responsibilities among the partners involved. While City Fabrick is the principal lead amongst this team it is essential to clearly articulate expectations amongst the consultant team, City, and community.

Deliverables include scope of work for notice of proceed, updated project process and schedule, project team roster, organizational/communications chart, quarterly reports for grant funder, kick-off meeting with agenda and notes, and coordination of meetings with agenda and notes

## TASK 2: SITE INVESTIGATION AND SURVEYING

The discovery phase considers a wide range of social, physical, fiscal, and regulatory aspects of the project, as well as the surrounding context and community that it will impact. The work includes physical analysis such as surveys, walk audits, geospatial mapping, and a multitude of site visits at different times and days to determine opportunities and constraints. Discovery also includes reviewing historic and cultural conditions, literature review of relevant regulatory and planning documents, and engagement with the City, community, and partners. This comprehensive analysis lays a solid foundation for refining the project scope and approach, design, and execution that can be built from.

Deliverables include ALTA survey of specific conditions and/or intersections, literature report, site context mapping, historic context report, community survey and summary, walk audit and summary, asset/challenge diagram(s), and opportunities/constraints diagram(s).

## TASK 3: 30% DESIGN

Early programming and design exploration are essential for testing the potential for the project to transform Randolph Street and surrounding context. It often reveals unforeseen constraints and opportunities that might only become revealed as the scale and project goals are applied to the unique block by block site conditions. This is also an opportunity to engage community members (if included), other city departments, and local partners to provide feedback and guidance. This is the optimal opportunity to determine any required entitlements or environmental review for the project (assuming categorical exemption for CEQA). Feedback can then be collected to support refining the design and programmatic direction for the subsequent phases.

Deliverables include project narrative, design and programmatic Schematic Design material, design diagrams, case studies, example imagery, and rough order of magnitude

**TASK 4: 75% DESIGN**

The intention of this phase is to build upon general project approval through previous planning level regulatory bodies, clearly defining the project parameters, refining the project design and deliverables. This focuses on finalizing the Design Development package and incorporating feedback from Public Works focused on finalizing the project design. Due to the abbreviated project timeline this review period would also include the initial plan check submittal, we the understanding that the drawings are 75% complete.

Deliverables include refined landscape plans, program/project tabulations, Design Development material, 3D renderings and illustrative drawings (if requested), and conceptual cost estimate.

**TASK 5. 100% DESIGN AND PERMITTING**

Once the project design and Public Works input is finalized the work of refining and coordinating the design through Construction Documentation and consultant coordination takes place. This would include a 90% design submittal for second round plan check, while collecting the remaining design review from Public Works. The consultant team continues coordination with the Public Works Department throughout this phase to ensure that the project integrates with the larger public infrastructure systems including utilities, mobility, and community facilities. This work also includes coordination with Public Works and Building officials for purposes of plan check, permitting, and incorporation of City design standards.

Deliverables include Construction Documents and Specifications.

**TASKS 6-10. BIDDING, CONSTRUCTION SUPPORT, AND RECORDING**

Materializing the project recruits, evaluates, and works with new partners as the project is bid on and general contractor selected for implementing the landscape or open space project. The team supports throughout the selection process providing necessary information, answering inquiries, and providing advice as requested by City staff. Once the contractor is selected our partnership with regular coordination throughout mobilization, construction, and completion. This regular coordination and communications include reviewing and answering requests for information,

submittals, shop drawings, as well as making site visits for inspections and observations. Once the project is completed and operations are sustained our team coordinates with the City to evaluate the entire process and project, as well as developing record drawings of the as-built conditions. Deliverables can include bid document set, specifications, request for information responses during bidding and construction, shop drawing responses, submittal responses, site observation report, as-built drawings of completed project.

**TASK 11. COMMUNITY ENGAGEMENT - OPTIONAL**

The community voice for this process would build upon feedback, narratives, and information collected through previous engagement activities and efforts. Baseline engagement for this process would take the form of a general survey that will build quantifiable data about the user/resident experience, needs, and desire. The survey will be available in hard copy and online – available in English and Spanish, will be provide essential information as well as initial contacts to follow-up when drawing participants for future workshops and focus groups. Subsequent engagements would include community walk audits and mobile workshops along Randolph Street, intended to capture the voice of residents traveling and living along the corridor.



# Quality Control/ Assurance



# Quality Control/ Assurance



**The project team consists of a consultant team that frequently collaborates with one another on similar projects providing situational awareness, established roles and responsibilities, and clear, consistent lines of communication.**

City Fabrick's multidisciplinary team develops policies, plans, projects, and programs based on diverse perspectives of designers, planners, architects, and landscape architects. The diverse viewpoints provide checks and balances as our planners can consider execution, constructability, and sustainability of those improvements while our designers can take a step back and consider the project's intent.

Specific to the project timeline, the schedule is designed around regular, three-week incremental meetings, with aligned deliverables and review periods. This provides consistent, structured check-ins with set topics, deliverables, and action-items. The schedule is also designed to provide some tolerance to the required design deliverables and construction timeline, with three-week windows for the City to review and the consultant team to internally coordinate as part of the next phases of design. That three-week period is intended to include time for the consultant team to refine the design material in response to City questions and comments.

## GENERAL APPROACH

### Project Management

Our project approach and proven work plan is based on a pro-active project management approach. We firmly believe in "doing it right the first time." Consequently, we realize that when pursuing project success, it is critical to thoroughly define the project requirements before the work is started. The project requirements must be mutually agreed on between the client and the design team. The requirements must also be clearly communicated and understood at all staff levels.

We do not assume that the City staff has the time necessary to know all of the detailed design specifics. Therefore, we will assume responsibility and take the initiative for obtaining the required information from the City. We find that projects are most successful when we manage the design/documentation process from the early stages of the project, working closely

with the City to collaboratively develop the design for the project and carefully evaluating potential design issues as early as possible.

#### **Understanding the Design Issues and Attention to Details**

We do our best to understand the design issues as early as possible in the stage of the project. This allows us to minimize or avoid surprises during the design stage. The experience of the Ardurra Project Team, combined with our proven QA/QC procedures, helps to assure the City that the details of the project design are being closely scrutinized and double-checked. Paying attention to the details early and often is essential to keeping the project moving forward, within budget to a successful completion.

#### **Quality Assurance and Quality Control Process/Procedures**

QA/QC is a key component to any project, and a critical component for this project that encompasses numerous property owners, temporary encroachment permits and design elements. Quality Control will be an ongoing task throughout the project.

**Submittals:** For each of the milestone submittals, the project manager will be responsible to ensure that the submittal meets the scope requirements. In addition to plan and specification review, the Project Manager will evaluate progress and review the results of the comparison with the Senior Design Engineer and, to the extent possible, develop a plan to keep the project within budget and on time.

**Schedule:** Our team will maintain a project schedule that focuses on delivering the project. The schedule, task lists and progress reports will be used to list each task in the project to enable our Project Manager to hold members accountable for delivery. We will maintain a summary report regularly that shows tasks completed, items that have changed, and schedule updates.

#### **Our Strategic Approach to a Quality Product:**

**Understand the Project:** Quality control starts at the beginning of the project through planning and controls. At the forefront of the project, our project manager will discuss the proposed scope of work, projected schedule, and estimated costs in detail with the team to ensure that the project scope and goals are fully understood from the onset.

**The Right People for the Project:** Our project team has extensive, relevant experience in completing roadway

projects in Los Angeles and Orange Counties and within the City. The team that has been formed will hit the ground running, delivering on schedule and within budget.

**Communication:** Our project manager has an excellent track record communicating with clients, subconsultants, staff, and stakeholders. Frequent communication and tracking of project progress is integral to his approach to every project.

**Familiar Team:** This project team has been selected because of their expertise, their prior performance, and we have successfully completed other projects together.

**Schedule Control:** We have project management tools that forecast staff requirements and labor allocations in advance.

#### **REALISTIC CONSTRUCTION COSTS**

One of the elements of the design of a project that Ardurra pays special attention to is the preparation of realistic construction estimates. Our estimates are based on contractor bids for similar recent construction projects supplemented by direct discussion with Ardurra's construction personnel and contractors. Additionally, we prepare a preliminary cost estimate at the early design stage to determine whether the project is within the construction budget or if adjustments need to be made. Estimates are updated for each phase of the project.

#### **CONSTRUCTABILITY**

"Constructed with little to no problems." Those are words our project team loves to hear and has become accustomed to hearing consistently. Problems during construction can negatively affect everyone associated with a project. By utilizing our construction personnel during design, paying attention to the details, and carefully reviewing our quantities and bid items, we can hear those words on this project.

# References

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# Client References

## CITY OF LONG BEACH – PARKS, RECREATION, AND MARINE DEPARTMENT

NAME + TITLE	CONTACT INFO	PROJECT
<b>Nancy Villaseñor</b> Parks Planning and Partnership Manager	562.570.3165 nancy.villaseñor@longbeach.gov	Various Long Beach Park Projects, 2021 to current



## CITY OF LONG BEACH

NAME + TITLE	CONTACT INFO	PROJECT
<b>Meredith Reynolds</b> Deputy City Manager	562.570.6677 Meredith.Reynolds@longbeach.gov	Various Long Beach Park Projects, 2015-2020



## CONSERVATION CORP OF LONG BEACH

NAME + TITLE	CONTACT INFO	PROJECT
<b>Phil Hester</b> Board Secretary (Project Coordinator)	714.402.4152 phester94@gmail.com	Deforest Park



## CENTURY HOUSING

NAME + TITLE	CONTACT INFO	PROJECT
<b>Oscar Alvarado</b> Vice President	310.642.2079 oalvarado@century.org	West Los Angeles Veteran Connector, Villa Vanowen, One San Pedro, etc.



# **Schedule and** **Schedule Control**

# Schedule and Schedule Control

		Task															
			1	2A	2B	3A	3B	4A	4B	5A	5B	5C	6	7+8+9	10	11	
			City Council Decision	Regular Meetings	Kick Off Meetings	Site Investigation/ Survey	30% Design	Review and Entitlements	75% Design	Review and Plan Check 1	90% Design and Specifications	Review and Plan Check 2	100% Design and Bid Set	Contractor Bidding	Construction Support	As-Built and Evaluation	Optional: Community Engagement
June	5																
	12																
	19																
	26																
July	3																
	10																
	17																
	24																
Aug.	31																
	7					08/07/23											
	14																
	21																
Sept.	28																
	4																
	11																
	18																
Oct.	25																
	2																
	9																
	16																
Nov.	23																
	30																
	6																
	13																
Dec.	20																
	27																
Jan.																	
Feb.																	
March																	
April																	
May																	
June																	
																	6/31/24

08/07/23

09/28/23

10/31/23

6/31/24



REQUEST FOR PROPOSAL (RFP) CIP 2022-11

# Randolph Street Litter Abatement and Beautification Project

Fee Schedule/Cost Proposal



x

  
BRIAN  
ULASZEWSKI  
PRINCIPAL & EXECUTIVE DIRECTOR

**ADDRESS**  
1444 EAST 4TH STREET  
LONG BEACH, CA 90802

**PHONE NUMBER**  
562.901.2128

**PRIME CONTACT**  
BRIAN ULASZEWSKI  
PRINCIPAL & EXECUTIVE DIRECTOR

**EMAIL ADDRESS**  
BRIAN@CITYFABRICK.ORG

# Fee Schedule

**For the scope of work described in this proposal, the City of Huntington Park will pay City Fabrick a fixed fee of \$399,692 [including a \$5,000 allowance for reimbursable and printing expenses] in monthly installments based on percentage of work complete.**

FEE SCHEDULE						
Task		CF	Ardurra	Sweeney	P2S	Total
1	Project Management/Meetings	20,000	6,140	1,300	18,000	45,440
2	Site Investigation/Survey	9,000	13,032	2,100	9,000	33,132
3	30% Design and PSE	18,000	10,540	3,000	15,000	46,540
4	75% Design and PSE	18,000	25,120	4,500	15,000	62,620
5	100% Design and PSE	30,000	18,560	8,000	30,000	86,560
6	Bidding RFIs/RFCs	6,000	4,800	1,600	3,000	15,400
7+8+9	Construction Support	54,000	8,180	8,400	26,000	96,580
10	As-Built and Evaluation		5,920		2,500	8,420
<b>TOTAL</b>		<b>155,000</b>	<b>92,292</b>	<b>28,900</b>	<b>118,500</b>	<b>394,692</b>
INDIRECT		5,000				5,000
11	Optional: Community Engagement	21,000				21,000

## DIRECT COST ASSUMPTIONS:

Printing and Copying will not include additional fees beyond direct cost

Mileage will be charged at the current rate determined by the Internal Revenue Service.

Venue rentals for engagement activities will be covered by the City, assuming use of public facilities.

Permit, plan check, and inspection fees will be covered by the City.

Incidental expenses will be presented to City staff before incurring costs.

ITEM 6



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

June 20, 2023

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT**

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

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2022-01 CDBG ADA Reconstruction Project contract specifications for bidding purposes; and
3. Authorize staff to proceed with bid advertisement for construction.

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

The Americans with Disabilities Act (ADA) of 1990 defines a 'trip hazard' as any vertical change of over a quarter of an inch ( $\frac{1}{4}$ " or more at any joint or crack. Since the ADA demands strict compliance, trip hazards represent a legal liability to the City. The project will consist of the removal and replacement of pedestrian ramps and sidewalks along the following encompassing areas:

- South of Florence Avenue, west of Salt Lake Avenue, north of Santa Ana Street and east of State Street

## **CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT**

June 20, 2023

Page 2 of 4

- South of Slauson Avenue, west of Fishburn Avenue, north of Randolph Street and east of Maywood Avenue
- South of Slauson Avenue, west of Pacific Boulevard, north of Randolph Street and east of Santa Fe Avenue

Contract specifications are completed in accordance with Greenbook standard specifications and is consistent with the City's procurement and purchasing manual. With City Council's approval, staff will advertise the project for bids in a local newspaper of general circulation, submit the Notice Inviting Bid (NIB) to plan rooms and upload the contract specifications on the City's website, available free of charge to prospective bidders.

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

NIB issued and posted:	June 23, 2023
Request for Information Deadline:	July 6, 2023 by 5:00 PM
Release of Information Requested:	July 10, 2023 by 5:00 PM
Bid submittal due date:	July 19, 2023 at 2:00 PM
Tentative City Council Award date:	August 1, 2023

### **LEGAL REQUIREMENT**

Community Development Block Grant (CDBG) funds have been allocated to this project. The CDBG program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq. CDBG funds may be used for activities which include but are not limited to construction of public facilities and improvements, such as water and sewer facilities, streets etc.

Transportation Development Act (TDA) funds have been allocated to this project. TDA funds are generated from a statewide ¼ cent sales tax. Article 3 of TDA (TDA3) is a set-aside of approximately 2% of those funds for bicycle and pedestrian planning and projects. The Metropolitan Transportation Commission (MTC) administers TDA3, which is distributed based on population.

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



## **CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT**

June 20, 2023

Page 3 of 4

Once the City Council approves the publishing of the NIB, the City Clerk will publish the NIB in a local newspaper of general circulation and staff will post the contract specifications on the City's website.

### **ENVIRONMENTAL IMPACT**

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment and are declared to be categorically exempt from the requirement for the preparation of environmental documents.

In accordance with Section 15301 "Existing Facilities," Class 1 projects consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Therefore, in accordance with Section 15301 (c), staff has determined that CIP 2022-01 CDBG ADA Reconstruction Project is considered categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

### **FISCAL IMPACT/FINANCING**

Approval of this action will allow staff to proceed with bidding of this capital project, with an estimated construction cost of \$944,433.28 which includes a 10% construction contingency. CDBG funds have been allocated to this project in the amount of \$794,433.28. TDA funds have been allocated to this project in the amount of \$150,000.

Actual construction costs are not known until bids are received. The exact amounts will be provided at a future council meeting once construction bids are received and thoroughly vetted.

### **CONCLUSION**

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP  
2022-10 CDBG ADA RECONSTRUCTION PROJECT**

June 20, 2023

Page 4 of 4



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT(S)**

1. CIP 2022-01 CDBG ADA Reconstruction – Contract Specifications
2. CIP 2022-01 CDBG ADA Reconstruction - CEQA Determination

# ATTACHMENT "A"

Attachment 1

CIP 2022-01 CDBG ADA Reconstruction Project – Contract Specifications

Contract specifications for this project are available at the City Clerk's Office

## ATTACHMENT "B"



## **NOTICE OF EXEMPTION**

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

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

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

**Project Title/File No.:** CIP 2022-01 CDBG ADA Reconstruction

**Project Applicant:** City of Huntington Park

**Project Location:** Project is located in the public right of way and involves the following streets:

Beginning Location	End Location	Beginning Location	End Location
Randolph St	Slauson Ave	Santa Fe Ave	Pacific Blvd
Randolph St	Slauson Ave	Maywood Ave	Fishburn Ave
Santa Ana St	Florence Ave	State St	Salt Lake Ave

**Project Description:** Project consists of repairing trip hazards and to mitigate additional sidewalk trip hazards in the public right-of-way due in part to parkway trees lifting and damaging the aging sidewalk infrastructure.

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

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

**Exempt Status:**

- ☐ Ministerial (Sec. 21080 (b)(1); 15268);  
☐ Declared Emergency (Sec. 21080 (b)(3); 15269(a));  
☐ Emergency Project (Sec 21080 (b)(4); 15263 (b)(c));  
☒ Categorical Exemption. State type and section number: 15301 Class 1, Existing Facilities  
☐ Statutory Exemptions. State code number: \_\_\_\_\_  
☐ other: \_\_\_\_\_

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

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

**Signature:** \_\_\_\_\_ **Date:** 2/14/2023 **Title:** Community Development Director

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

## ITEM 7



# CITY OF HUNTINGTON PARK

City Council Agenda Report  
Department of Parks and Recreation

June 20, 2023

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

Honorable Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF PUBLICLY VISIBLE ART AT PROPERTY LOCATED AT 5812 S. SANTA FE AVENUE.**

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

1. Approve the Publicly Visible Art for the Novacane Bar and Grill business located at 5812 S. Santa Fe Avenue.

### **BACKGROUND**

On January 26, 2023, the Planning Division received an application for Publicly Visible Art for the Novacane Bar and Grill business located at 5812 S. Santa Fe Avenue. The business is located on the southeast corner of South Santa Fe Avenue and East 58th Street. The art consists of two murals. The first mural is called "Selena" and it was created by the artist Tetris, it measures approximately 14 feet in height and 26 feet in width (364 square feet). The second mural is called "Lady in Pink" and it was created by the artist James Haunt, it measures approximately 18.5 feet in height and 42 feet in width (777 square feet). The "Selena" mural is located on the east wall of the Novacane Bar and Grill building facing the alley, whereas the "Lady in Pink" mural is located on the north wall of the Launderland Coin Laundry building at 2401 East Slauson Avenue facing East 58th Street (the art is also visible from South Santa Fe Avenue to the west). The artwork has a valuation of \$4,000. The business owner decided to place the art to discourage graffiti on the walls of the alley and behind the coin laundry business where the murals are currently located.

Pursuant to Huntington Park Municipal Code (HPMC) Section 9-3.1710, an application for placement of artwork on private property as part of a development project shall be submitted to the Planning Division for Planning Commission review and approval. However, if the proposed artwork is not associated with a development project the application for artwork shall be submitted to the Parks and Recreation Department for



## **CONSIDERATION AND APPROVAL OF PUBLICLY VISIBLE ART AT 5812 S. SANTA FE AVENUE**

June 20, 2023  
Page 2 of 3

City Council review and approval. Since the artwork for the Novacane Bar and Grill at 5812 S. Santa Fe Avenue will be associated with an existing building and not be part of a new development project, it is at the discretion of City Council to approve or deny the proposed artwork.

Additionally, per HPMC Section 9-3.1704, "City Council shall have the authority to grant approval or denial of any proposed artwork submitted pursuant to the publicly visible art requirements in this article that is not associated with a development project. The City Council shall not grant the placement of any artwork unless the City Council finds that the artwork complies with the property maintenance standards as set forth in Huntington Park Municipal Code Section 8-9.02.1."

### **FISCAL IMPACTS**

Fees collected for the Publicly Visible Art Application will be directed to the City Art Fund as stipulated in Huntington Park Municipal Code Section 9-3.1705.

### **CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager

**CYNTHIA NORZAGARAY**  
Director of Parks and Recreation



**STEVE FORSTER**  
Community Development Director

**CONSIDERATION AND APPROVAL OF PUBLICLY VISIBLE ART AT 5812 S.  
SANTA FE AVENUE**

June 20, 2023

Page 3 of 3

**ATTACHMENT(S)**

- A. Publicly Visible Art Application
- B. Site Plan
- C. Art Appraisal Report

# ATTACHMENT "A"

# ATTACHMENT "A"



**CITY OF HUNTINGTON PARK**  
Community Development Dept. • Planning Division  
6550 Miles Avenue, Huntington Park, CA 90255  
Tel. (323) 584-6210 • [planning@hpca.gov](mailto:planning@hpca.gov)

## PUBLICLY VISIBLE ART APPLICATION

### FOR OFFICE USE ONLY

Date Filed: 1/26/2023 File No.: PVA 2023-03 Fee/Receipt No.: \$ 995.00 Initials: JM

### PROJECT INFORMATION

Project Address: 5808-5812 S. Santa Fe Ave H.P. CA 90255

General Location: \_\_\_\_\_

Assessor's Parcel Number (APN): \_\_\_\_\_

### APPLICANT'S INFORMATION

Applicant: Lore Lynn Martinez

Mailing Address: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_ Email: \_\_\_\_\_

### PROPERTY OWNER'S INFORMATION

Property Owner: Lynn Lore Martinez

Mailing Address: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_ Email: \_\_\_\_\_

### PROPOSED ARTWORK

1. Provide a brief narrative of the proposed artwork for that will be placed for public visibility:

Permit Art. Murals, Face

Decided to get Art on the walls due to  
so much graffiti

2. Provide description of artwork (Give full details describing the meaning, type, size, style, medium of the artwork):

2 Murals. I paid for one  
2 where free

3. Artist name and biography:

James Hunt & Tetris

4. Appraised value: \$ \$1000 (Must be a minimum of 1% of project valuation)

*\*Attach a copy of Appraisal Report*

5. Appraiser: \_\_\_\_\_

Appraiser Credentials: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_ Email: \_\_\_\_\_

Appraiser's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATE AND AFFIDAVIT OF APPLICANT:** I/We certify that all statements made on this application are true and complete to the best of my knowledge. I/We understand that any false statements may result in denial of the requested permit or revocation of any issued permit. I/We further certify that I am, or have permission by, the property owner to conduct the proposed development applied for herein.

Signature of Applicant

Date

Print Name

Lupe Lynn Martinez

## ATTACHMENT "B"

# Site Plan

Novacane Bar and Grill

## ATTACHMENT "B"

E 58th St

E 58th St

E 58th St

S Santa Fe Ave

West Ave

Novacane Bar &  
Grill

"Selena" Mural

"Lady in Pink" Mural

Google Earth

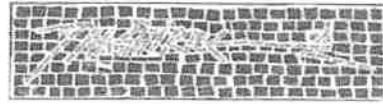
100 ft



## ATTACHMENT "C"



# ATTACHMENT "C"



## JOSE ANTONIO AGUIRRE STUDIO

1060 So. Oak Forest Lane, Pasadena CA 91107  
Tel/fax: 626.584.1699 - E-mail: [joaarte@earthlink.net](mailto:joaarte@earthlink.net)

4

May 15, 2023

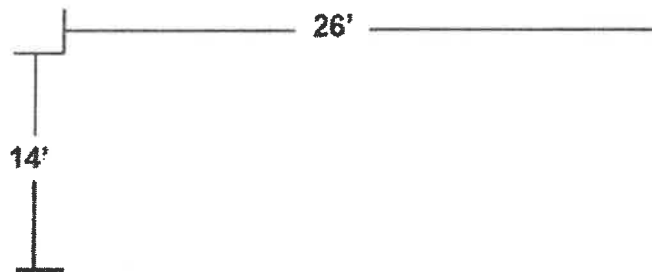
Painted mural, in the alley of Novacane Bar and Grill, located at 2401 E. Slauson Avenue, Huntington Park, CA 90255, commissioned by Lynn Lupe Martinez in 2019.

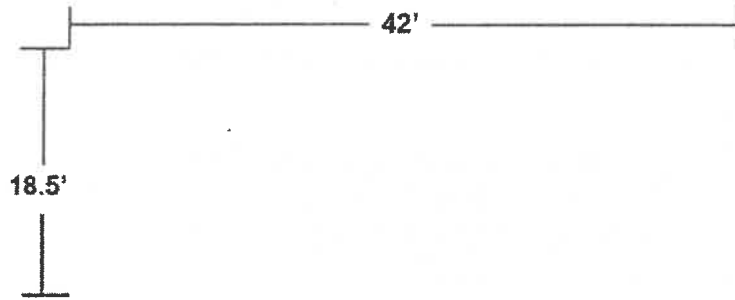
Artwork was produced in two sections: as a diptych in the south wall at the back of the building, covering a surface of 777 sq. feet approx.; continuing around in the west wall of the building as one connecting image, covering a surface of 264 sq. feet approx. Total painted surface: 1,141 sq. feet approx.

Mural project was created by an artists:

- Tetris "Selena"
- James Haunt "Lady in Pink"

Value of the artwork \$ 4,000.00





## ITEM 8



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

June 20, 2023

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

Honorable Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE ARCHITECTURAL SERVICES FOR THE EMERGENCY OPERATIONS CENTER**

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

1. Award a professional service agreement (PSA) as it relates to Architectural Services for the Emergency Operations Center, to Infrastructure Architects as a responsive and responsible proposer for a not-to-exceed amount of \$90,840;
2. Authorize the City Manager to execute the PSA.

### **BACKGROUND**

The Huntington Park Police Department applied for and has been granted approval for a grant of \$1,000,000 for the rehabilitation of the City's Emergency Operations Center (EOC). The current condition of the EOC is not conducive to a modern incident command center that would house the various functions of emergency response in the event of a community or regional disaster. The EOC is currently housed in the building adjacent to the Police Department in what is known as the "Annex Building". To accommodate an EOC, various infrastructures of the facility will need to be modified to bring it into compliance with ADA codes, building codes, health, and safety codes, fire codes as well as conforming to a standardized EOC. Improvements would include restructuring the configuration of the downstairs area to include meeting areas, break-out rooms, secured areas to house staff, security upgrades, communications equipment, electrical upgrades, HVAC improvements, emergency generator, furniture, fixtures, and equipment.

On April 4, 2023, at the regularly scheduled City Council meeting, Council authorized a request for proposal process to solicit architectural services for the EOC. On May 4, 2023 two (2) proposals were received ranging from \$88,000 (We Architects Group) to \$90,840 Infrastructure Architects. Based on past project experience and references, staff is recommending Infrastructure Architects for the proposed project.

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE ARCHITECTURAL SERVICES FOR THE EMERGENCY OPERATIONS CENTER**

June 20, 2023

Page 2 of 2

**FISCAL IMPACT**

The City will budget \$333,000 in matching funds as a requirement of the grant. The funds can be matched by other grant funds, ARPA funds, General Funds, or other sources of funding specifically for infrastructure.

**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**Steve Forster**  
Community Development Director

**ATTACHMENT(S):**

- A. Draft Professional Services Agreement for Infrastructure Architects
- B. Architects' proposals

# ATTACHMENT "A"



## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **20<sup>th</sup> day of June 2023** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Infrastructure Architects Hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

### I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Attachment "B"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **June 30, 2023, to June 30, 2024**. It is the CONTRACTOR'S responsibility to request an extension at least (60) days in advance of the expiration of the term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
  - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Attachment "B"**
  - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$90,840** (hereinafter, the "Not-to-Exceed Sum") unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **forty-five (45) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar days** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records concerning all matters covered under this Agreement during and for three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks, and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

## II. PERFORMANCE OF AGREEMENT

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



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

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

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

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

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

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

material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

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

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

### III. INSURANCE

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

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

#### IV. INDEMNIFICATION

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

officers, employees, agents and volunteers.

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

## V. TERMINATION

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

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

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.

DRAFT

A. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

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

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

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

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

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

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

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

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



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

DRAFT

## VI. MISCELLANEOUS PROVISIONS

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

**CONTRACTOR:**

Infrastructure Architects  
5150 E. La Palma, Suite 205  
Anaheim, CA 92807  
Attn: Ray Abassi, President  
Phone: (213) 880-4000

**CITY:**

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

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

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

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

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

**CITY OF HUNTINGTON PARK:**

**INFRASTRUCTURE ARCHITECTS:**

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

\_\_\_\_\_  
By: Ray Abassi, President

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

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

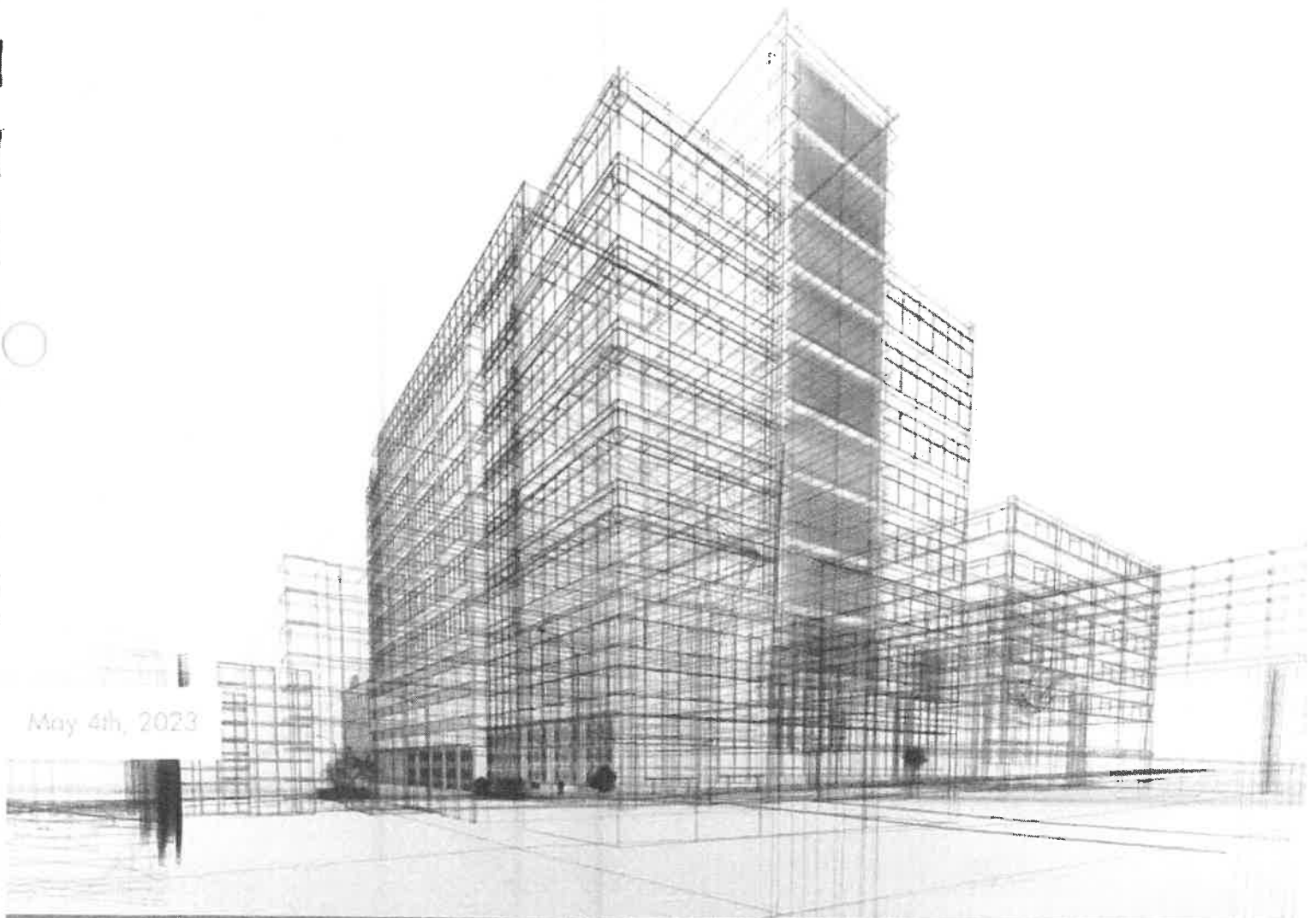
**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: City Attorney

Dat

## ATTACHMENT "B"

CITY OF HUNTINGTON PARK  
Proposal for  
**ARCHITECTURAL  
SERVICES**



**PREPARED FOR:**  
City of Huntington Park

**PREPARED BY:**  
Infrastructure Architects

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## Cover Letter

May 4, 2023

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

**Subject: Proposal for Architectural Services**

Dear Mr. Forster:

Infrastructure Architects (iArch) was founded in California in 2017 as an S Corporation. iArch is excited to submit our professional architectural services proposal in response to the Request for Proposals released by the City of Huntington Park ("City"). We understand the City is seeking qualified architectural engineering firms to analyze, investigate, produce plans, specifications, and cost estimates to remodel the Emergency Operations Center in the City of Huntington Park.

iArch has had the distinct pleasure of providing a full range of architectural services to many local municipalities and educational institutions in the Southern California region.


Our proposed architectural team is comprised of talented individuals who have over 100 years of cumulative architectural and engineering design expertise. This experience includes designing a wide variety of public and private development facilities. In addition, we have teamed with exceptional subconsultants who bring decades of experience as well.

iArch will utilize two subconsultants for the City's architectural service needs. MRH Structural Engineers, Inc. will assist with structural engineering. Mohammad Hariri, S.E. from MRH Structural is located in Orange, California. Gary Zhou, P.E. from GMEP Engineers will assist with mechanical, electrical, and plumbing engineering. GMEP is located in Lake Forest, California.

I have read, understand, and agree to all statements in this RFP. I agree to all addenda issued and to the terms, conditions, and attachments referenced. As an Officer of the firm, I am authorized to bind Infrastructure Architects to all commitments made in this proposal and to execute agreements. Our proposal will remain valid for 180 days from the proposal due date. After reviewing our qualifications, should you have any questions, please contact me as Principal-in-Charge, Ray Abassi, at (213) 880-4000, or by email at [rabassi@infrastructurearchitects.com](mailto:rabassi@infrastructurearchitects.com).

Sincerely,

Infrastructure Architects



Ray Abassi, MSCE, PE, TE, QSD/QSP  
President

## **Consultant's Background**

iArch team members selected for this assignment have over 100 years of cumulative architectural and engineering design expertise. Additionally, we have selected a team of subconsultants, with decades of experience, to complement our expertise on this assignment.

Our success in providing responsive and meaningful services comes from approaching each project as unique with an understanding of what our client needs. We work with each client in developing a program of addressing requirements, collaborating with city staff and the entire team of architects, engineers, and specialty subconsultants to make a project successful. Once all information is gathered, we begin a thorough investigation and prepare a checklist of critical elements. We begin a code analysis and other relevant information and requirements.

iArch works on all occupancy types and develops internal courses, checklists, and drawing templates for code analysis. We provide services for all project phases such as project design, design development, interior design, construction documents and follow through with construction administration. We work closely with our subconsultants - structural, mechanical, plumbing, and electrical engineering.

At iArch, our team is responsible for project design, design development, construction document preparation/coordination, and construction administration. Our team has an in-house code expert for all aspects of IE projects regardless of occupancy, and has developed internal courses, checklists, and drawing templates for code analysis. For any project, we meet weekly to go over tasks for the week and review schedules to ensure we are current. Responsibilities include production of construction documents/drawings, coordination with consultants, client, and civic/government agencies. We attend meetings to provide progress of our work. We also manage plan approvals and construction administration, including managing all aspects of projects in construction and closeout phases, i.e., attending construction meetings, reviewing field conditions, field reports, preparation of architectural supplemental instructions, reviewing and responding to RFIs, drafting shop drawings, evaluating change order requests, and coordinating project activities with contractors. iArch also coordinates with user groups and facilities/planning departments regarding problem solving on-site issues, review contractors project schedule, and submittal schedules.

We believe that the fundamental framework for successful delivery of program and project management remains the same; nonetheless, the approach to different projects needs to be dynamic and innovative enough to address the unique characteristic of each project. As such, we do not believe in prescribing generic solutions and products. Our approach to managing projects begins with gaining a thorough understanding of the City's needs, not by making assumptions but through careful study and evaluation of pertinent documents and, more importantly, by carefully listening to the ideas and needs of all stakeholders. Only then, do our team members start to devise tailor-made strategies and procedures.

### **Our Team's Experience Working for Municipalities**

iArch was recently awarded On-Call Architectural Services contracts with the City of Banning, the City of Placentia, and the County of Orange. We have specialized design experience executing new projects as well as renovation projects that include office components for our clients, such as the cities of Bell Gardens, La Puente, Hawaiian Gardens, Adelanto, Baldwin Park, Lynwood, and Montebello. Our focus is on incorporating established client standards with the latest design strategies to create spaces that are effective, with pleasing aesthetics and functionalities.

### **Company Information**

From the beginning, we have been committed to being the best municipal services provider. Our mission is to earn the respect and confidence of our clients by providing the highest standard of professional architectural services that ultimately make a positive contribution to the community.

### **Our Philosophy**

At iArch, we like to say that we deliver legendary client service. We are passionate about what we do, and we make quality personal. In other words, we are the difference between a company that says what it will do and a company that does what it says. As doers, iArch will get it done. We embrace a company culture of clear communication, friendliness, and strong core values which include company 'fundamentals' that constantly remind us how to communicate with each other and with our clients.

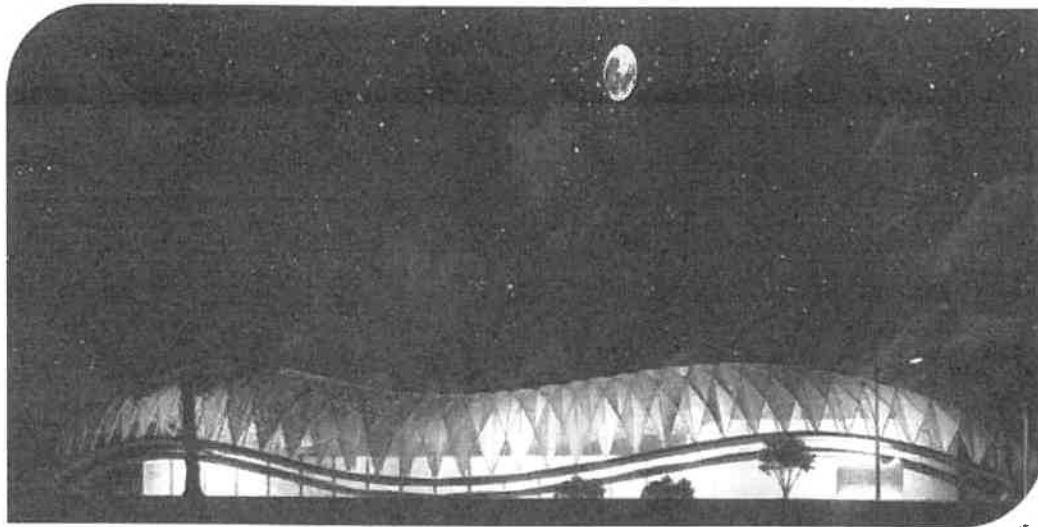


## Qualifications and Experience of Consultant's Personnel

### 1. City of Bell Gardens Aquatic Center

**Scope:** The schematic design phase included the Architectural and landscape design, civil, structural, and MEP engineering services for Ford Park Aquatic Center project located in Bell Gardens, CA.

**Timeline:** December 2019 – February 2020



## 2. Baldwin Park City Hall Renovation - 2nd Floor

**Scope:** iArch prepared the TI design plans of the City Hall second story interior renovations. The project was constructed in 2021 and has created a customer friendly layout with the maximum consideration for the city hall employees.

**Timeline:** March 2020 – June 2020



### 3. UCI Campus Rowland Hall Renovation

**Scope:** iArch has been involved with multiple TI improvements for various campus structures during the past 4 years. Rowland Hall Renovation is the latest Architectural design TI services of existing interiors along with electrical, mechanical, and plumbing.

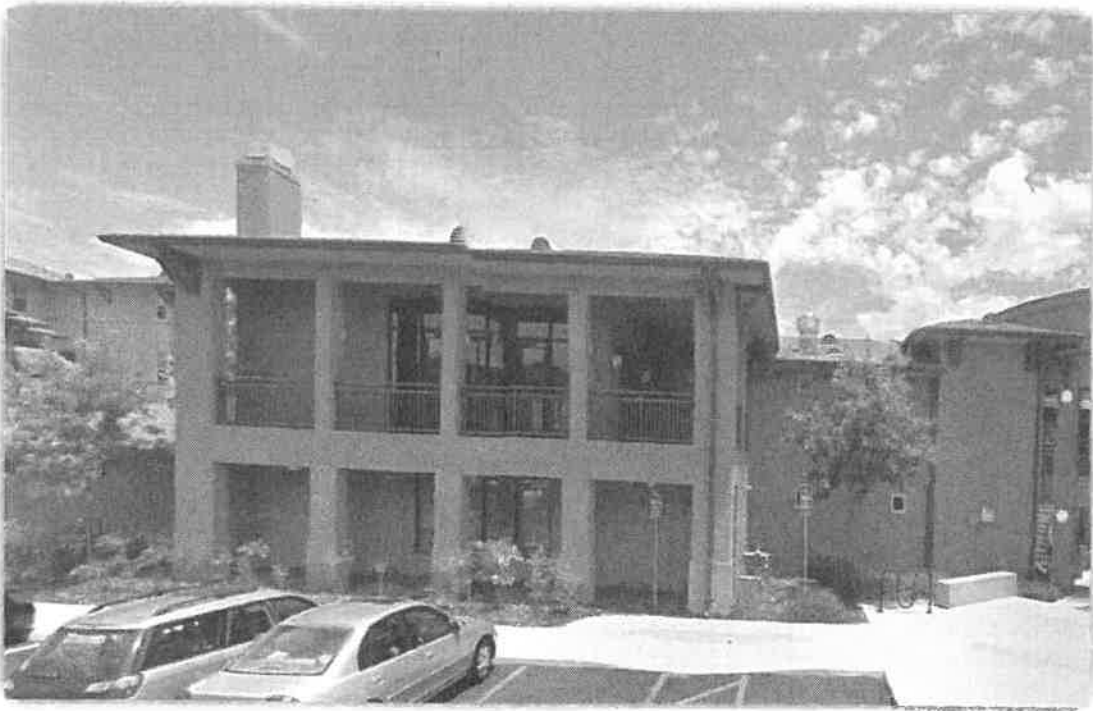
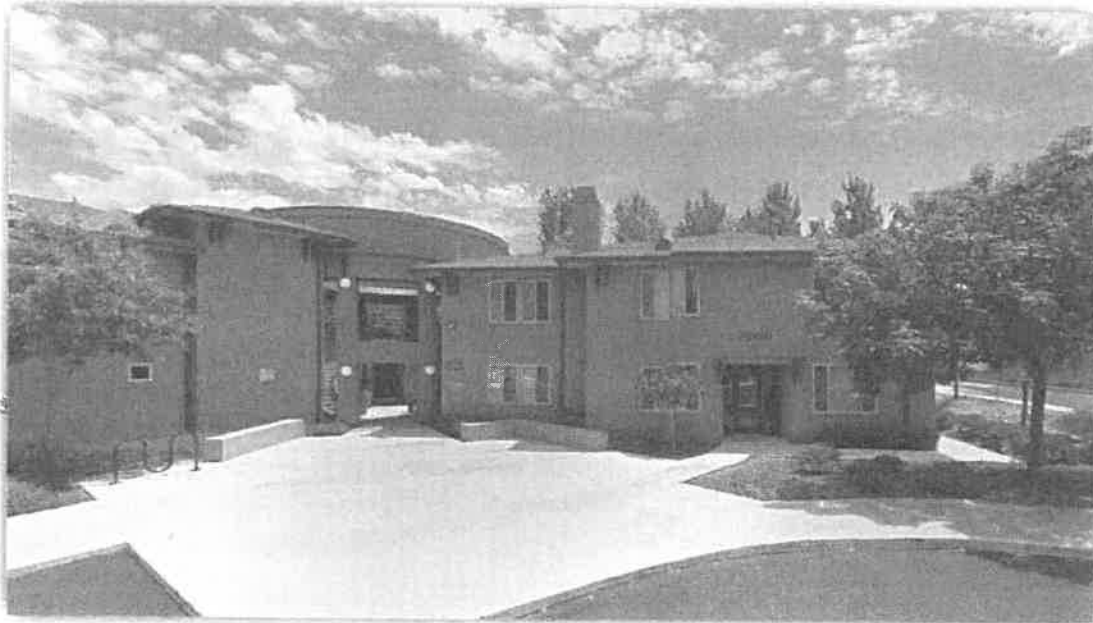
**Timeline:** February 2020 – October 2020



**4. UCI Campus Palo Verde Housing Remodel**

**Scope:** Architectural design services and renovation of existing housing units.

**Timeline:** October 2021 – Ongoing



## **Project Approach**

iArch will evaluate and explore remodeling of the existing building for both interior and exterior upgrades. We will delineate the best approach for updating mechanical, electrical, and plumbing by utilizing consultant feedback on updated methods to ensure building use is maximized.

We understand the City intends to evaluate and explore the current building operation and its overall use. At iArch, we take pride in understanding our clients' needs and we possess the expertise to forecast future improvements. We are well equipped to capture the City's current building use through our site visit and as build process which includes site investigation, checklists of all critical elements, code analysis and zoning requirements. We will treat the City's project to provide the desired outcome within the project budget.

Part of the initial tasks to start a project would be to engage our hazardous material testing company to survey the building site and provide testing and analysis of the walls, roofs, and floors to find any potentially hazardous material such as asbestos or lead based paint. Upon completion of the survey and testing, a report will be generated that will identify the type and location of the hazardous material and provide direction on how to remove and dispose of the set hazardous material properly and legally.

Following the environmental inspection of the project, our staff will prepare a report with the findings of the environmental survey attached and will suggest procedures to move forward. Once Environmental surveying and the needs assessment is approved by the client, we will provide a proposed approach for work to prepare the needed PS&E for the improvements.

### **Pre-Design**

Since this project is an improvement and modification of a visiting building, iArch will require existing as built drawings. We will use the existing as built drawings to create the base sheet for the proposed improvements.

### **Conceptual Design**

This step involves basic floor plans, building sections, and possible elevations. Once the conceptual design is approved by the City, iArch will commence design development.

### **Design Development**

iArch will refine the program by refining the plans sections and elevations to the City's satisfaction. Once the City approves the design development, construction documents will follow.

### **Construction Documents**

iArch in conjunction with the sub consultant will prepare the plans, specifications, and engineer's estimate for the proposed improvements. Within the said construction documents and the specification, we will add a section to have the contractor hire a hazardous material testing company to test for any lead-based paint or asbestos material within the building. We will have the hazardous material, if found as an alternative bid item to ensure that the contractor will have a fixed price, in case of removal and proper disposal of the said hazardous material.

### **Building Permit**

Construction documents, and any additional information needed to obtain a building permit, are submitted for review and approval.



**Architectural and Associated Engineering Services include:**

**A. Conceptual/Schematic Design Phase**

iArch will meet with City staff to receive their input on the specifics of the conceptual design. We will then develop a schematic design. The schematic design documents will incorporate the information gathered through existing information and site measurements and will represent the scale and relationship of the project components. These documents will be used to determine areas, area relationships, volume, or other units necessary to calculate the project requirements. At a minimum, this will include the following:

1. iArch will prepare, for approval by the City, schematic floor plans and other documents that generally illustrate the scale and relationship of project components, indicate plan arrangements, the general scope and character of the project for the new design.
2. In addition, this document will include the following based on the type and scope of project:
  - Space plan including area calculations
  - ADA analysis
  - Architectural drawings (site plans, floor plans, sections, elevations)
  - Proposed material boards (material samples, color strike offs, renderings, perspectives)
  - 3D renderings, if required

**B. Design Development Phase**

Upon the City's approval of the schematic design, iArch will update schematic design documents, including preparing design development documents consisting of drawing and other necessary documents that describe the size and character of the interior design, the appropriate engineering for the project, and all other systems and components that are appropriate for the building. Detailed architectural drawings, including roof plans, elevations, sections, and schedules (windows, finish, etc.) will be provided at 65% and 90% completion phases. iArch will provide recommendations for furniture, fixture, equipment, and layout. The design development documents will include:

1. Preparation and further development of drawings and details of significant aspects of the design.
2. Outline specifications, including an index and technical sections.
3. iArch will conduct a meeting with the City team to review all documents. Meeting with City Council is anticipated during this phase.

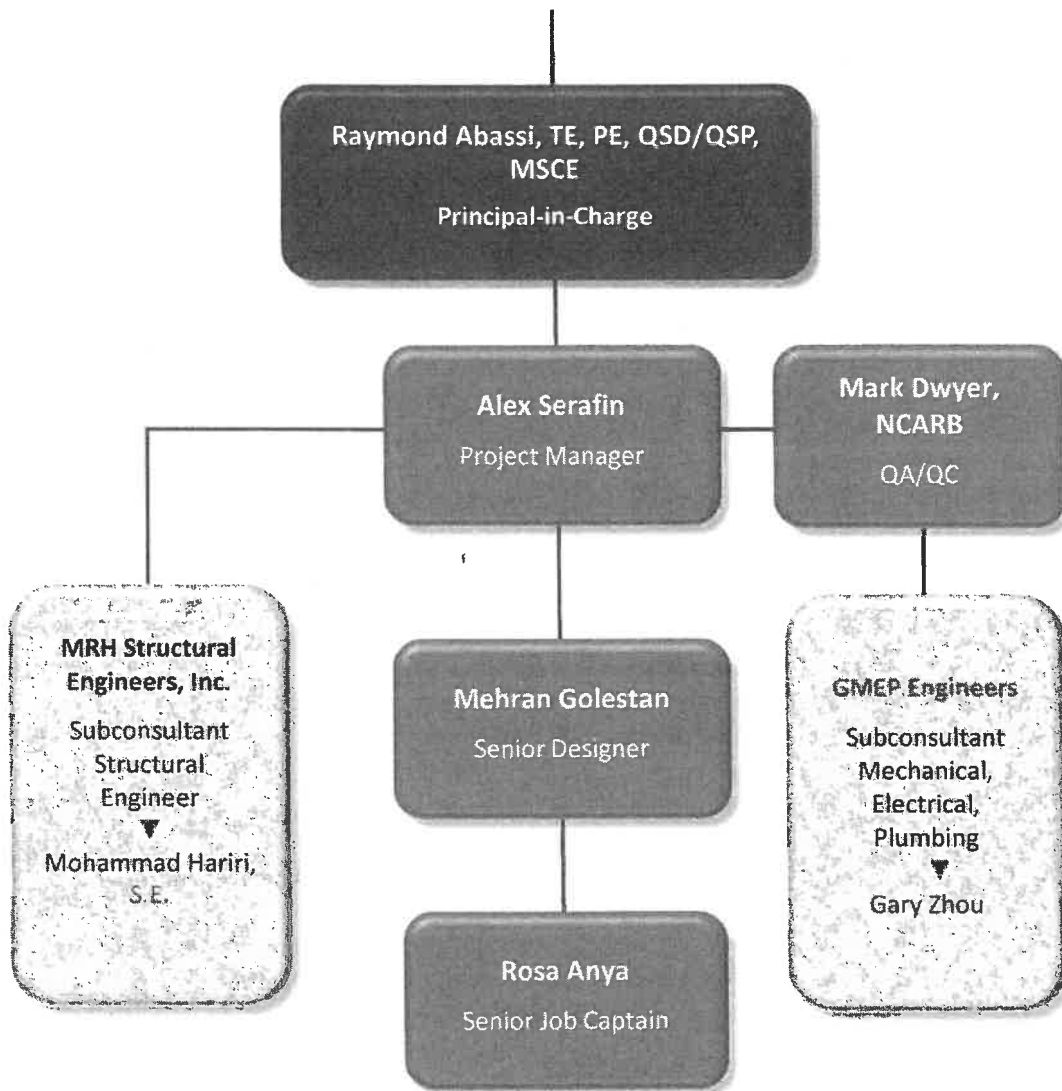
**C. Construction Documentation Phase**

Upon approval of the design development documents by the City, the architect will update all the design development documents and prepare construction documents. These documents will include plans and specifications that in detail set forth the requirements for construction. The construction documents will include drawings, as follows:

1. iArch will provide all drawings, specifications, and Construction Estimate, including architectural, structural, plumbing, HVAC, electrical, an index and construction documents.
2. Structural, plumbing, mechanical, and electrical calculations and energy analysis will be provided.
3. Drawings to be sealed by iArch or its subconsultants.
4. iArch will provide general coordination with documents prepared by its subconsultants. Review of such documents prepared by others is only for conformance to iArch contract documents.
5. iArch will lead the City team in submitting construction documents for all permit applications and in obtaining permits.

## Proposed Personnel

# *City of Huntington Park*



## Raymond Abassi – Principal-in-Charge

### Education:

- MS, Transportation, California State University, Long Beach
- BS, Civil Engineering, University of South Florida, Tampa, FL

### Registrations/Certifications:

- Registered Civil Engineer, CA, No. 48091
- Registered Traffic Engineer, CA, No. 1759
- Registered Civil Engineer, FL, No. 41797
- Qualified SWPPP Developer, QSP/D Ca, No. 41797

Years of Experience: 35+

Ray Abassi has more than 35 years of professional experience in project management. He has professional certifications in multiple fields, including professional engineer, traffic engineer as well as storm water management. Ray's experience includes principal-in-charge on numerous projects, design plans and specifications, construction documents, and quality assurance as well as taking projects through the bid process and construction management. He has provided construction oversight associated with infrastructure improvements, such as facilities, pavement, drainage, utilities, and onsite water and wastewater systems. Further traffic experience includes traffic operations and associated design elements including impact studies, traffic circulation, feasibility studies, transportation planning and preparation of the PS&E for traffic safety improvements. In addition, Ray has provided contract City Engineer and City Traffic Engineer services to various cities in Southern California.

### Principal-in-Charge and Program Management, City of Calexico, CA.

Ray was responsible for providing program management and oversight of the widening of Second Street from a two-lane to a six-lane facility. The project's design and construction for Phase 1 were completed on schedule and within the budget with minimal change orders.

### Principal-in-Charge, Home 2 Suite Hotel, Montebello, CA.

This hotel project was a private and public partnership. Ray was part of the program management team that represented the City and assisted with the process of the design plans, bid analysis, and program management during construction. The project is one of the most successful projects in the City of Montebello and has been in service for two years now.

### Principal-in-Charge, Bicycle Casino Club, City of Bell Gardens, CA.

The owners of the Bicycle Casino Club had planned an aggressive renovation and upgrade of the casino facilities. Ray, on behalf of the City of Bell Gardens, was involved in helping the developer with the design process and permitting. During construction, Ray was a part of the program management team that provided oversight and inspection of construction. Ray also coordinated and helped with the offsite improvements that were deemed necessary to support the new construction.

### Principal-in-Charge and Program Manager, New Outlet Mall, City of Calexico, CA.

Charles Company, a developer in Beverly Hills, purchased a large land parcel in the City of Calexico to design and build an outlet mall, power center, and car dealer parcels. The first phase was a 400,000 square foot outlet mall. Ray was employed by the developer to manage a design crew to design the outlet mall, including the buildings, facilities, and the parking and drainage facilities which were completed in 2014. After the completion and permitting of the design plans, Ray provided program management to help the developer take the project through the bid process. After award of the bid, Ray provided program management and construction oversight for the completion of the project that ended in 2015.

## Alex Serafin – Project Manager

### Education:

- BA, Art, California State Fullerton, Fullerton, CA.

### Registrations/Certifications:

- Revit 2021 Certificate

Years of Experience: 30

Alex has over 30 years of architectural experience acting on behalf of owners and organizations managing new and remodel projects from project conception to agency review, construction documentation preparation and construction completion. This expertise was developed while working on project types such as residential, commercial, hospitality, liturgical design, retail, health care facilities, institutional projects (K-12 and higher education). Site planning, and fuel station design.

### **Project Lead, Infrastructure Architects, Anaheim, CA.**

Manages project schedules and staff. Oversees project budgets and project schedules. Leads teams on conceptual designs, design development, and interior design.

### **Associate/Project Manager, Greenberg Farrow Architects, Irvine, CA.**

Worked on various commercial projects such Panda Express, Honey Birdette, Home Depot, and a broad range of tenant improvements. Developed construction documents for permitting.

### **Project Manager, Daniel D. White Architects, Covina, CA.**

Project Manager for the institutional branch (church design) from Armando Ruiz and Associates. Developed construction documents for permitting.

### **Project Manager, API Consultants, La Jolla, CA.**

Institutional (USC campus). Developed construction documents for permitting.

### **Project Coordinator, KSP Studio, Lake Forest, CA.**

Retail projects (Home Depot). Developed construction documents for permitting.

### **Project Coordinator, Lundstrom & Associates, Irvine, CA.**

Project Coordinator/Institutional (USC campus). Developed construction documents for permitting.

### **Project Manager, Steven Langford Architects, Inc., Irvine, CA.**

Project Manager/Project Coordinator for hospitality projects. Developed construction documents for permitting.

### **Project Manager, Ruhnau Clarke Architects, Riverside, CA.**

Project Coordinator/Institutional (USC campus). Developed construction documents for permitting.

### **Project Manager, Armando Ruiz and Associates, Diamond Bar, CA.**

Project Manager and Designer for Commercial, residential, and institutional (church design). Developed construction documents for permitting.

### **Project Manager, Greenberg Farrow Architects, Irvine, CA.**

Project Coordinator/Project Manager for retail (Home Depot projects). Developed construction documents for permitting.

## Mark Dwyer, NCARB – QA/QC

### Education:

- BS, Architecture,  
California State  
Polytechnic University,  
Pomona, CA.

### Registrations/Certifications:

- California Architects  
License C 23283
- National Council of  
Architectural  
Registration Boards

Years of Experience: 40+

As Senior Project Architect and QA/QC, Mark is responsible for project design, design development, construction document preparation and coordination, and construction administration. Mark is the in-house code expert for all aspects of iArch projects regardless of occupancy, and has developed internal courses, checklists, and drawing templates for code analysis. As a certified instructor through the California Architects Board, Mark has also written and taught courses for Accessibility Continuing Education Requirements for license renewal for California State Architecture licensure.

### Senior Project Manager, Infrastructure Engineers, Orange, CA.

As the Senior Project Manager at iArch, Mark brings over forty years of experience and knowledge to the company. Mark conducts weekly project meetings with IE team members and

managers and leads projects for our client cities. Mark has worked on various types of projects and shares his extensive knowledge with our team.

### Project Manager, LPA Inc., City of Irvine, CA.

Projects: Murrieta Healthcare Resort. Skilled Nursing Facility, 63,500 square feet, two story building (\$26 million project), Various healthcare projects – construction administration.

### Project Manager, Ware Malcomb, City of El Monte, CA.

Projects: Longo Lexus/Toyota Campus remodel – Six buildings, 50,000 square feet, ground-up and tenant improvement construction including the new service pavilion building, site upgrades, landscaping, and multiple existing building renovations (\$20 million project), Huntington Beach medical office building – shell only, Hyland's Pharmaceutical manufacturing plant – building retrofit, Porsche Experience driving school facility – construction administration.

### Project Manager, Northwest Tower and Central Plant, St. Jude Medical Center. City of Fullerton, CA.

St. Joseph Health System Fullerton, California. 250,000 square feet, four story tower. \$300 million construction cost. The tower holds 120-beds, private and semi-private, across four nursing units; 14 operating rooms, including robotic surgical suites; a pre-op/post-op anesthesia care unit; dining; pharmacy, including robotics; sterile processing; physician and staff lounges; and patient and staff healing gardens. Central Utility Plant. 14,000 square feet.

### Project Manager, Anderson Medical Pavilion, City of La Jolla, CA.

Scripps Health La Jolla, California, 175,000 square feet, seven story tower. \$250 million construction cost. New construction, outpatient, design-build. The clinic features office and administration space, diagnostic facilities, and roughly 15 medical procedure departments.



## Mehran Golestan –Senior Designer

### Education:

- BA Architecture, Shahid Beheshti University, Tehran, Iran.

Years of Experience: 37

Mehran Golestan is a highly experienced professional with over 35 years of expertise in the field of architecture and interior design. He has an exceptional track record in designing and delivering a wide range of residential, hoteling, commercial, and other construction projects.

Throughout his career, he has worked on numerous high-profile projects, including luxury hotels, high-end residential developments, and commercial buildings. He is recognized for his creative approach to design, his attention to detail, and his ability to incorporate the latest technologies into his projects. Mehran is adept at balancing the aesthetic and functional requirements of a project and can manage complex projects with ease. He is committed to delivering projects that exceed his client's expectations and is highly respected in the industry for his professionalism and dedication. He has extensive experience in overseeing the design and construction of buildings, ensuring that they meet all safety, environmental, and regulatory requirements. From 2011 to 2017 Mehran held the positions of the board of director and lecturer at TAFE, Box Hill Institute, Australia based in Tehran.

**Babe Herman Restroom Facility Redesign, City of Glendale**

**C Robert Lee Roof Replacement Project, City of Hawaiian Gardens**

**Lee Ware Restroom Redesign, City of Hawaiian Gardens**

**Fire Station TI Improvements and ADA Compliance, City of Adelanto**

**New Senior Center Conceptual Design, City of Adelanto**

**New Belflower Community Park, City of Adelanto**

**AJ Paddleford Park Expansion, City of Artesia**

**Magnolia Crossing Condominium, City of Riverside**

**Taghe Kasra Residential Complex, 450,000 sqf Shahr kord Parsian Hotel, 50,000 sqf**

**Baku V.I.P. Hotel, 50,000 sqf Siemens Factory, 200,000 sqf Parsian Hotel, 40,000 sqf Safaiye**

**Hotel, 80,000 sqf Laavan Sport Center, 38,000 sqf**

**Bahregan Sport & Culture Center, 40,000 sqf Namak Abrood Residential Complex, 360,000 sqf**

**Psychophysics Laboratory, 50,000 sqf**

**ABFA Main Administration Building, 140,000 sqf Siry Airport Terminal Passenger, 34,000 sqf**

**Noory University, 220,000 sqf**

**Ice Tower Mall & Hotel, 220,000 sqf**

**A.O.C. Trail, Commercial, & Hotel, 2,000,000 sqf Almaty Sports Center, 100,000 sqf**

**Single-Family House 3 Units – 8,000 sqf each**

### Rosa Anaya – Senior Job Captain

#### Education:

- BA, Architecture, Monterrey Institute of Technology, Campus Queretaro, Mexico

#### Certifications:

- Interior Design Certificate, UCLA Extension

Years of Experience: 17

Rosa is responsible for various tasks in the development of construction documents. Rosa has over seventeen (17) years of experience and obtained her BA in Architecture. Rosa is involved in dealing with client's needs, coordination of the project and consultants. She initiates project research for the development of construction documents.

#### **Job Captain, PM Design Group, Irvine, CA.**

Rosa prepared presentation and construction documents conforming to codes and zoning regulations for new and tenant improvements for commercial, retail, and fast-food projects such as Raising Cane's, Super Star Car Wash, etc. Coordinated construction drawings with Structural, Electrical,

Mechanical, Plumbing and Civil disciplines. Prepared and coordinated City Submittal packages for building permits and plan check corrections. Distributed hard copies and electronic drawings to clients and consultants. Conducted site visits and prepared as-built drawings. Assisted Project Architect/Project Manager. Maintained specific and scheduled deadlines for client submittals. Construction administration for Chase Bank projects: RFIs and shop drawings submittals.

#### **Project Captain, GreenbergFarrow, Irvine, CA.**

Rosa prepared presentation and construction documents conforming to codes and zoning regulations for several commercial, retail, office space, restaurant, and fast-food projects such as Marshalls, 7-Eleven, Walgreens, Savers, Unisource, Garbanzo Mediterranean Grill, Five Guys, Starbucks, etc. Coordinated construction drawings with Structural, Electrical, Mechanical, Plumbing and Civil disciplines. Prepared and coordinated City Submittal packages for building permits and plan check corrections. Checked and coordinated shop drawings. Distributed hard copies and electronic drawings to clients and consultants. Conducted site visits and prepared as-built drawings. Assisted Project Architect/Project Manager. Maintained specific and scheduled deadlines for client submittals. Space planning and design of fast casual restaurants.



## Subconsultant Resumes

### GMEP Engineers Gary Zhou, PhD, PE

#### Education:

University of Science and  
Technology of China (USTC),  
Hefei, China

- ME, Electrical  
Engineering in Signal  
Processing
- PhD, Mechanical  
Engineering in Solid  
Mechanics/Acoustic/  
Vibration Control
- ME, Mechanical  
Engineering in Solid  
Mechanics/Acoustic/  
Vibration Control
- BE, Electrical Engineering  
in Signal Processing
- BS, Engineering  
Mechanics in Applied  
Mechanics

Years of Experience: 25

#### Registrations/Certifications/Licenses

Arizona PE Electrical 59217 PE Mechanical 59205

California PE Electrical 18959 PE Mechanical 34279

Colorado PE 50504

District of Columbia PE 908249

Florida PE 79232

Georgia PE 39280

Hawaii (\*M/P only) PE 18707-0

Idaho Mechanical and Electrical PE 17526

Kentucky PE 32609

Louisiana Mechanical and Electrical PE 40529

Maryland PE 47032

Minnesota PE 55114

Nevada Mechanical and Electrical PE 22069

New Mexico PE 23383

Ohio PE 80513

Oregon PE 92596

Texas PE 114123

Utah PE 12066844-2202

Virginia PE 402054672

Washington Mechanical and Electrical PE 52853

#### Expertise Highlights

1. Electrical and Power System Design
2. Solar PV Design
3. Mechanical HVAC Design
4. Heat transfer
5. Humidity Control
6. Noise Mitigation





**MRH Structural Engineers, Inc.**  
**Mohammad Hariri, SE, PE – Structural Engineer**

**Years of Experience: 38**

Mr. Hariri is a licensed Structural professional engineer in California and Nevada. He holds a bachelor's degree in civil engineering from University of Evansville and a master's degree in structural engineering from Virginia Tech.

Mr. Hariri has 38 years of extensive and sometimes unique experience. He has a broad spectrum of in-depth structural engineering knowledge in investigation, evaluation, review, peer review, analysis, design, forensic investigation testing of complex and unusual buildings, non-buildings and component systems and structures. Fully experienced in the design of reinforced concrete, steel, aluminum, stainless steel, timber, fiberglass, masonry structures.

He has been assigned and worked as a structural expert for the California Board for Professional Engineers and Land Surveyors for Reviewing & Evaluating other Structural Engineers' Work.

Mr. Hariri has designed complex projects including new buildings, seismic strengthening of existing buildings, Central Plant, substation structures, petrochemical structures, steel stacks, towers, wind turbine, steel tanks, cranes, freeway sign structures, high mast poles, thyme park structures, pedestrian bridges, deep foundation, and foundation vibration analysis. He has overseen seismic certification of mechanical and electrical equipment such as fire pumps, battery racks and transformers by analysis and shake table testing per CBC and IEEE. He has extensive knowledge about performance based seismic strengthening for building and wind vibration and fatigue analysis for dynamically sensitive stacks, poles and towers and dynamically loaded structures.

Mr. Hariri has provided structural services to utility companies, municipality such as Pacific Gas and Electric (PG&E), San Diego Gas and Electric (SDG&E), Southern California Edison (SCE), Los Angeles Department of Public Works, Los Angeles World Airport (LAWA), Los Angeles Department of Transportation, John Wayne Airport, City of Newport Beach, City of Glendale, City of El Segundo, City of El Monte, and City of Calabasas. And private companies such as Eaton Corporation, ABB Power Generation, Ltd. and VOTAW Precision Technologies.

Mr. Hariri has extensive working knowledge of current design building codes including but not limited to CBC, IBC, ASCE, AISC, ACI, NDS, ADM, AISI, AWS, IEEE, IEC, NESC, TIA, ASME, NFPA, AASHTO, API, AWWA, UFC, CMAA, NBCC, and Eurocode.

Mr. Hariri is a co-authored of "Analysis of the Catastrophic Failure of the Support Structure of the Changeable Message Sign", April 1999; with Lawrence Kashar, M. Russell Nester, J. William Jones, and Sanford Frieznier; published by Consultants' Bureau a Division of Kashar Technical Services, Inc. Presented at the 1999 ASCE Structures Congress & Exposition in New Orleans.

Mr. Hariri is an active member of Structural Engineers Association of Southern California (SEAOSC), American Society of Civil Engineers (ASCE), American Concrete Institute (ACI), and American Institute of Steel Construction (AISC), International Code Council (ICC) and American Welding Institute (AWS). Mr. Hariri is an active member of ASCE 113 Substation Structures Committee (seismic, wind vibration and foundation), IEEE 693 Seismic Standards committee, IEEE 1527 Seismic Standards committee, and Member of SEAOSC Seismology Committee.

## Quality Assurance/Quality Control

Our subconsultants will individually start their task assignments as part of their overall process, a kick-off meeting will be held to identify key components to be included in their individual investigation. As a part of this process, the project will be reviewed to ensure that all project elements meet the requirements of the City of Huntington Park. In addition, all current design standards impacting the project will be identified to be included in the project's approach and execution to cover current needs and future recommendations.

We will work closely with our subconsultants to ensure we provide all available records, including existing improvement plans, as-built drawings, reports, studies, and other pertinent information for the project that will be obtained from the City's Records Department and other available sources. Our subconsultants will review our design intent and incorporate them as part of their design and recommendations.

iArch's subconsultants are aware of, and work within, the City's environmental guidelines to identify any specific items of environmental concern such as lead-based paint and any asbestos that might be discovered in the building during the inspection by the environmental consultant.

## References

iArch has provided satisfactory work to all our clients. Listed below are a few of our clients for the City's reference.

Jessie Florez, City Manager City of Adelanto 11600 Air Expy Adelanto, CA 92301	Phone: (760) 246-2300 Email: <a href="mailto:jflorez@ci.adelanto.ca.us">jflorez@ci.adelanto.ca.us</a>
Sam Gutierrez, Director of Public Works City of Baldwin Park 14403 E. Pacific Avenue Baldwin Park, CA 91706	Phone: (626) 960-4011 ext. 460 Email: <a href="mailto:sgutierrez@baldwinpark.com">sgutierrez@baldwinpark.com</a>
Michael O'Kelly, City Manager City of Bell Gardens 7100 Garfield Ave Bell Gardens, CA 90201	Phone: (562) 806-7700 Email: <a href="mailto:mokelly@bellgardens.org">mokelly@bellgardens.org</a>

## Fee Schedule/Cost Proposal

iArch's "Fee Schedule/Cost Proposal" and "2022-2023 Hourly Rate Schedule" appear in a separate sealed envelope, per the RFP.

**Infrastructure Architects, Inc.**

**IARCH**

**City of Huntington Park - Architectural Services- Emergency Operation Center**

**Tasks and Hours**

	PIC QA/QC	Project Manager/ Sr. Architect	Project Architect	STRUCT Engineer	ELECT Engineer	PLUMB Engineer	MECH Engineering	Sr. Job Captain	Environmental Consultant	Cost of Tasks
<b>Tasks</b>	<b>\$250</b>	<b>\$200</b>	<b>\$180</b>	<b>\$220</b>	<b>\$190</b>	<b>\$190</b>	<b>\$190</b>	<b>\$150</b>		
<b>DESIGN PHASE</b>										
Evaluation of Existing Building <small>Evaluation of the "Real" Cost of suggested</small>		4	8	8	8	8	8			\$8,560
Improvements	2	4	4	4	4	4	4	20		\$8,180
Preparation of an Architectural Floor Plan (PS&E)	4	8	8					40		\$10,040
Evaluation of Possible Locations of Contamination		4							\$5,000	\$5,800
Itemized List of Improvements	2	8	4	4	4	4	4			\$5,980
Develop Complete Plans, Specifications, and Estimates for Public Bidding Purposes (PS&E)	8	24	64	24	24	24	24	100		\$52,280
<b>Grand Total</b>				<b>\$8,800</b>	<b>\$7,600</b>					<b>\$90,840</b>

**Assumptions:**

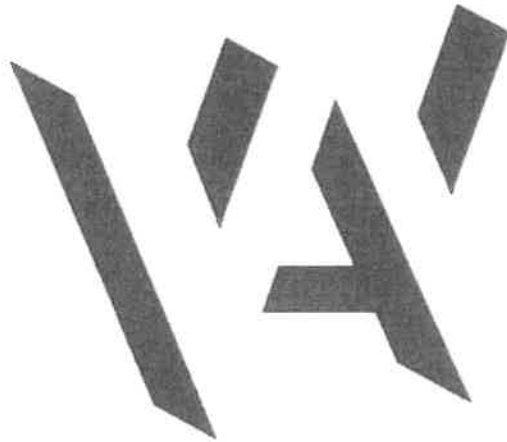
1. As-built Plans are available for the building
2. All project Submittals to the City will be via electronic means.
3. The Construction Documents will be based on one Revised Floor Plan, prepared by IARCH and approved by the City. Any additional floor plans options will be done under a new task order and it is not covered under this cost proposal.

# ATTACHMENT "B"



**We Architects Group**  
Architecture, Interior Design, Planning

Tel: (949) 994 – 9966  
26449 Rancho Parkway S.  
Lake Forest, CA 92630



**We Architects Group**

**Project: HP Emergency Operations Center**

**Address: 6550 Miles Ave  
Huntington Park, CA 90255**



**May 18, 2023**

## **INTRODUCTION**

Our team had the privilege of working with the City to prepare several schematic drawings for Police Annex Building in 2018, so not only we are deeply familiar with the building, we have also walked the building multiple times and created partial as built drawings for it which makes our design effort very efficient from the beginning.

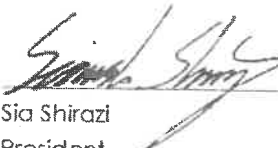
We believe We Architects Group ("We Architects") brings the distinct advantage of knowing this project intimately. We have worked with City staff in the past, therefore, there will be no learning curve for our team.

We thank you for your consideration of our proposal, If you should have any questions, please do not hesitate to contact me by phone at **(949) 994 9933** or by email at **sia@WeArchitectsGroup.com**.

I hereby 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,

**We Architects Group**

  
Sia Shirazi  
President

Date: 05/18/2023

## **WHO WE ARE**

We Architects Group ("We Architects") provides innovative design solutions, excellent client services and advanced project management services. We provide professional planning, architecture, interior design, and engineering services throughout the United States.

We have earned a reputation for our solution-oriented approach, outstanding quality, and client services. We have proudly provided architectural design and engineering services in all capital improvement projects, and commercial real estate market sectors including but not limited to:

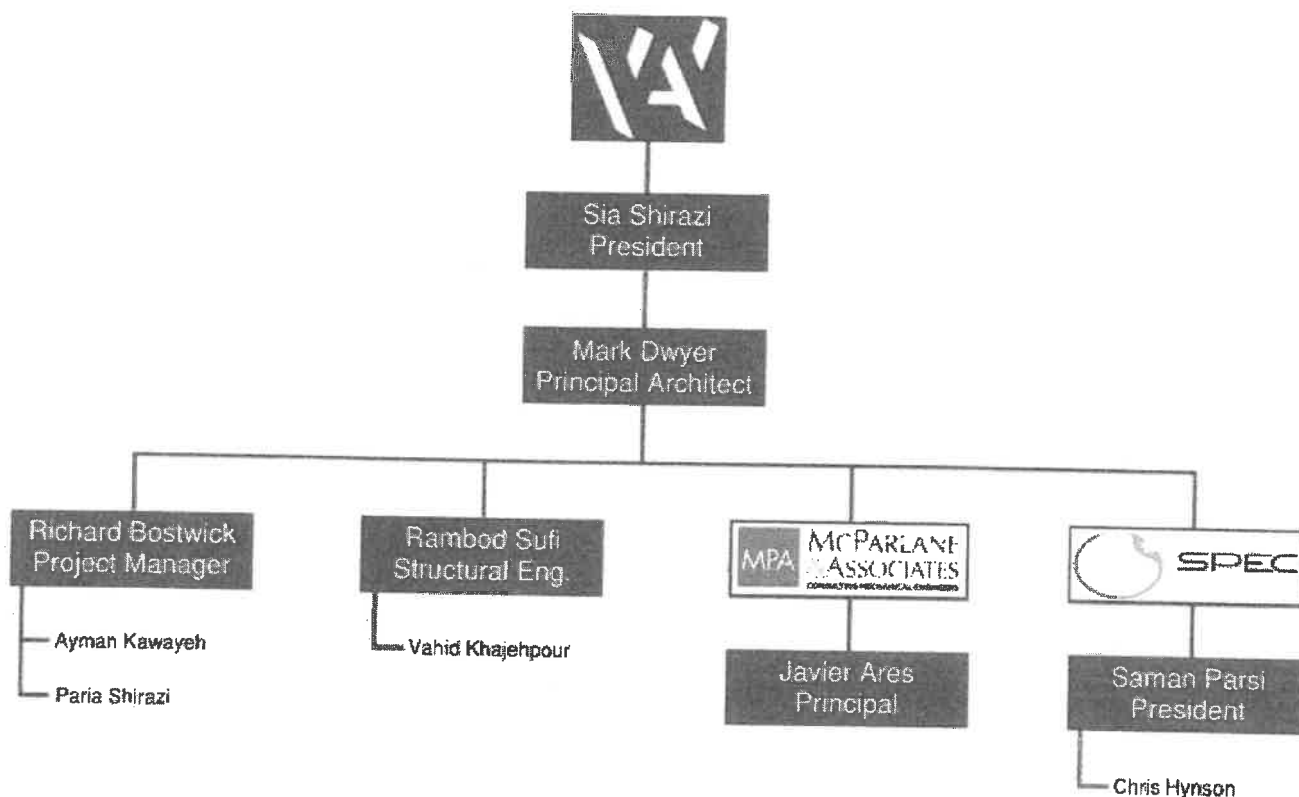
- Municipal
- Public Works
- Office
- Institutional
- Science & Technology
- Industrial | Warehousing



## DESIGN APPROACH

We believe that a good design starts from the very conceptual and schematic design phase of a project. Our weekly meetings with all stake holders is our main design approach to any municipal project in order to capture all user requirements and implement them into design. We spend more time with clients during schematic design phase than any other phase as we believe a well-coordinated schematic design will lead to a successful project completion.

## PROJECT STAFFING





**Education**

Master of Architecture  
Bachelor of Architectural  
Engineering

**Registrations/Certifications**

AIA Associate: 38486924  
NCARB Rec.: 812636

**Years of Experience:** 15

**Sia Shirazi, Assoc. AIA, NCARB  
President/CEO**

Sia Shirazi founded We Architects Group and has amassed more than 15 years of experience in the architectural and engineering design industry. Leading a company built on relationships, referrals and repeat customers, Mr. Shirazi is actively involved in daily operations, and is always available to his clients.

**Relevant Experience**

**Huntington Park Police Annex, Huntington Park, CA**

Provide schematic design for renovations and improvements of Annex building which was being designed in 2 phases.

**Lynwood City Hall Renovation, Lynwood, CA**

Designed and managed the renovations of Lynwood City Hall leading the architectural, engineering and construction management team.

**Alta Dena Water District, Alta Dena, CA**

Provided design for (1) new building and (1) existing building renovations.



**Education**

Bachelor of Architecture

**Registrations/Certifications**

License: C-23283

**Years of Experience:** 30

**Mark S. Dwyer, AIA, NCARB  
Principal Architect**

Mark has over 30 years of experience in Architectural design and project management. He leads our project management team and supports our staff with schematic design and code analysis. He has extensive experience in public, institutional and industrial projects.

**Relevant Experience**

**UCI Rowland Hall, Irvine, CA**

Architectural, engineering and interior design services for the build-out of 7,000 SF of office and lab improvements in an unfinished corridor space.

**Bell Gardens Aquatic Center, City of Bell Gardens, CA**

Project included conceptual design of an indoor Olympic size pool with locker rooms, restrooms, breakroom and offices.

**Ocean Club Condominium, Long Beach, CA**

200,000 SF, 17-story tower with a ground floor restaurant, club house, pool and spa.





**Education**

Bachelor of Architecture

Years of Experience: 25

**Richard Bostwick**  
**Project Manager**

Richard is responsible for the day-to-day operations for our architectural group. He has over 25 years of experience in senior level management of all phases of design and construction. He manages clients, consultants and our internal team.

**Relevant Experience**

**University of Arizona Medical Center, Tucson, AZ**

25,000 SF remodel of existing cafeteria, breakroom and kitchen area.

**UCI Campus Village Housing, Irvine, CA**

Exterior and interior renovation project for 25 two-story units within UCI campus.

**Ontario Gateway, Ontario, CA**

Design services for 615,640 SF industrial building. The 30-acre project accommodates tenant suites ranging from 25,000 to 236,000 SF.



**Education**

Bachelor of Electrical Eng.

**Registrations/Certifications**

Electrical PE: E19332

Years of Experience: 23

**Saman Parsi, P.E.**  
**President**

Saman is a multi-state registered electrical engineer with over 23 years of engineering experience. He brings expertise in engineering, design, and construction administration for building systems and infrastructure projects that encompasses complex power distribution and grounding systems; emergency and standby power generation systems; uninterruptible power supply (UPS); energy upgrades and energy management systems; renewal energy generation such as photovoltaic and solar thermal systems, Battery energy storage systems (BESS); internet of things (IoT) for smart building and smart city; interior/exterior lighting and lighting control systems; data/communication systems; local area network (LAN), wireless local area network (WLAN), and structured cabling systems; fire alarm, emergency voice/alarm communication, and mass notification systems; public address and intercom systems; audio/visual and cable TV systems; emergency call, nurse call, code blue, and paging systems; central clock system; security camera, audio surveillance, intrusion detection, and access control systems.

**Relevant Experience**

**Orange County Zoo, Orange, CA**

Electrical engineering and design for the zoo walk-in cooler and walk-in freezer. Design and Utility coordination (with SCE) to provide standby power for the walk-ins, using Tesla Powerpack battery-based emergency power storage system.

**Hyland's Homeopathic H3 Storage, Los Angeles, CA**

Electrical engineering and design for 5,000 SF H3 occupancy within an existing warehouse including design for a dust collection system.

**Olive View / UCLA Medical Center New Emergency Department and Acute Care Unit, Sylmar, CA**

Electrical engineering and design for 43,000 square-foot of expansion building that replaced the existing Emergency Department and 11,000 square-foot acute care unit including blood bank cold storage.



**Javier Ares**  
**Principal**

Javier is an owner and principal of McParlane & Associates, Inc. (MPA) and manages MPA's Orange County office. Javier Area has been involved in the construction industry since 2007 and began working at MPA the same year. Javier is a dedicated individual, who is constantly searching for new knowledge by attending seminars, completing various certification programs such as HVAC system design, calculations at UCSD extension, technical development program – HVAC systems, and Revit 3D modeling design.

**Education**

M.S. Engineering Management

**Registrations/Certifications**

Years of Experience 15

**Relevant Experience**

**Arambel Business Park, Patterson, CA**

The Arambel business park project consists of a 1,037,374 SF. Dry-industrial building with a 5,000 SF. single-story office building.

**Doolittle Industrial, Riverside, CA**

The Doolittle Industrial project consists of seven office and warehouse buildings totaling 106,056 SF.

**Hyland's Homeopathic, LA, CA**

This project included 90,000 SF. of office, ISO 8 cleanrooms, cooler and freezer design for a pharmaceutical manufacturing company in Los Angeles.

## **PROPOSAL**

Mr. Steve Forster  
Director of Community Development  
**City of Huntington Park**  
6550 Miles Ave.  
Huntington Park, CA 90255

### **Proposal for Architectural Design, Structural, Mechanical, Electrical and Plumbing Engineering Services**

**HP Emergency Operations Center**  
**±3,000 SF. of Tenant Improvements**  
**6550 Miles Ave.**  
**Huntington Park, CA 90255**

#### **I. Project Description:**

Our proposal is based on the RFP request received on May 10, 2023 and outlines Architectural Design, Structural, Mechanical, Electrical and Plumbing Engineering Services for City of Huntington Park ("Owner/Client") project located in Huntington Park, CA. We Architects Group "We Architects" understands the scope to include ±3,000 SF. of office renovations required for an emergency operations center. (Exhibit "A")

A. The following disciplines are to be included under We Architects' scope and responsibility:

1. Architectural Design
2. Structural Engineering
3. Mechanical, Electrical and Plumbing Engineering

B. The following disciplines are excluded from We Architects' scope and responsibility however they may be required for the project:

1. Geotechnical Engineer
2. Civil Engineering
3. Landscape Design
4. Commissioning Agent
5. Environmental Consultant
6. Security Consultant

C. The following special considerations and assumptions were made for this proposal:

1. Project will be completed as a single-phase design and construction.
2. As built's are not available for the building. We Architects shall perform a site visit to collect required data to capture the existing floor plan of the building.
3. There is sufficient parking to support the scope of this project.
4. Power upgrade or any upgrade to the existing power main is not included.
5. New generator design is not included. We Architects assumes that the existing generator has sufficient capacity for the new scope of work.

**II. Architectural and Engineering Basic Services:**

**A. Schematic Design Phase:**

We Architects will meet with the Owner to discuss and confirm requirements, time schedule and conduct meetings with the designated representative(s) to layout the formal goals, objectives and scope. This will include present and future needs, budget, scheduling, Owner review, design approval dates, key design elements to be incorporated into the documents, preliminary selections of finish materials, and other parameters pertinent to the project.

1. We Architects shall prepare (based on conceptual floor plan completed by others), for approval by the Owner, schematic floor plans, and other documents, which generally illustrate the scale and relationship of project components, indicate plan arrangements, the general scope and character of the project for the new design. We have included up to one (1) revision.
2. Review the preliminary plans with appropriate governmental agencies. Code issues, zoning requirements, as well as governmental approval processes will be documented and reviewed with the Owner for planning and action.
3. We Architects has included Five (5) client meetings in Orange County or conference call during the Schematic Design phase.

**B. Design Development Phase:**

Based off of approved Schematic Documents and Program information, or as authorized by the Owner, We Architects will proceed with the Design Development Phase. Design Development documents shall illustrate and describe further the design of the project, establish the scope, forms, size and appearance of the project by means of plans, sections and elevations, and typical construction details.

1. Prepare and further develop drawings and details of significant aspects of the design.
2. Coordinate design professionals within We Architects' scope and distribute design development document packages to those deemed appropriate by the Owner.
3. We Architects has included Three (3) team meetings in Orange County or conference calls during the Design Development phase.

**C. Contract Document Phase:**

Prepare Contract Documents based on the approved Design Development documents or as authorized by the Owner. The Documents shall set forth in detail the requirements for construction of the project. The Contract Documents shall include drawings, as follows:

1. Prepare Architectural and Engineering Contract Documents.

2. Drawings to be sealed by We Architects or its contracted engineers.
3. We Architects shall provide general coordination with documents prepared by its engineers / consultants, and coordination with GC's sub-contractors, engineers, and vendors. Review the work of such documents prepared by others is only for conformance to We Architects' contract documents.
4. Prepare submittal of contracted documents for local Agencies Plan Check review. Track documents through review process, complete necessary corrections and obtain approvals.
5. We Architects has included Three (3) team meetings in Orange County or conference calls during the Contract Document phase.

### III. Contract Administration

Included in such services, We Architects will:

1. Visit the site up to maximum of Three (3) visits to become generally familiar with and keep the Owner informed about the progress and quality of the portions of the Work completed. We Architects will determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Continuous on-site inspections are excluded.
2. Issue clarification sketches in a timely manner, based on receipt of written RFI's prepared by General Contractor.
3. Have the authority to reject work that does not conform to the Contract Documents, however, neither this authority, nor the decision in good faith whether to exercise it, shall give rise to a responsibility or duty of We Architects, subcontractors or others performing portions of the work.
4. Review GC's submittals and take appropriate action for the limited purpose of checking conformance with the design concept conveyed in documents prepared by We Architects.
5. Coordinate with GC's in its responsibility to prepare a punch list and comply with closeout procedures and submittals. We Architects shall perform one (1) punch walk and one (1) follow-up job walk within the scope of Basic Services.

### IV. Excluded Services:

We Architects will not provide the services listed below:

- A. Soils engineering or reports.
- B. Permit and Agency Fees.
- C. Fire suppression or alarm systems.
- D. Special studies such as Noise, Utility, Acoustical or Environmental studies.
- E. Hazardous materials identification, storage, or abatement.
- F. Storage or Racking design.

**V. Supplemental Services:**

The following items are not contemplated or included within We Architects' Scope or Fee. We Architects may perform certain services among the list below as an additional service and for an additional fee.

- A. Civil Engineering.
- B. AQMD approval.
- C. Any utility upgrades.
- D. Landscape design.
- E. Variances, Legal Descriptions, or Special Planning Processes.
- F. Changes or revisions subsequent to completion of Design Development Phase, except for those required for refinement or code compliance.
- G. Signage or Public Art selection.
- H. Perspective or photo-realistic 3D Renderings or Models.
- I. As-Built drawings.
- J. Value Engineering.
- K. Interior Design.
- L. Acoustical studies and analysis.
- M. Lighting design, audio visual or communication consultants.
- N. Any and all other services not specifically described as part of Architectural and Engineering Basic Services.

**VI. Compensation:**

Compensation for Basic Services shall be a fixed fee plus reimbursable expense. Compensation for Construction Administration Phase shall be an **Hourly Not-to-Exceed**. We Architects will notify the Owner when we are approaching the not-to-exceed fee and will request additional incremental fee at that time to continue services. Invoicing shall be in accordance with the following breakdown:

**Basic Services**

Schematic Design Phase	\$ 9,207.00
Design Development Phase	\$24,138.00
Contract Documents Phase	\$39,155.00
Contract Administration (NTE)	\$ 6,500.00
<u>Cost Estimating</u>	<u>\$ 9,000.00</u>
<b>Total Fee</b>	<b>\$88,000.00</b>

**VII. Reimbursable Expenses:**

Standard expenses are in addition to our fees. Reimbursable expenses for such things as printing, plotting, renderings requested by Owner, postage and handling, delivery costs, travel and mileage, reproductions and facsimiles, are charged at the standard rate of cost-plus fifteen percent (15%).

Estimated Reimbursable Allowance: \$ 2,500.00

**VIII. Contract Form:**

Terms and conditions noted on Exhibit "B".

**IX. Payment to We Architects:**

All payments shall be due upon receipt of invoice and shall be paid within 30 days of receipt of We Architects' invoice. Billings shall be based on a percentage of completion on a Phase basis. Fees for Contract Documents and any unpaid billings shall be due and paid prior to submittal for plan check.

If this Proposal meets with your approval, please return a signed copy to our office at your convenience. If you have any questions, please do not hesitate to contact Sia Shirazi at (714) 306-2333.

Thank you for this opportunity and we look forward to working with you.

Best regards,

**We Architects Group**

**City of Huntington Park**

 Date: 05/18/2023  
Sia Shirazi  
President

\_\_\_\_\_  
Date: \_\_\_\_\_  
Steve Forster  
Director of Community Development

**REFERENCES**

- City of Huntington Park Staff
- City of West Covina Staff
- University of California, Irvine, Project Management Staff

### Exhibit "A" – Extent of Scope





## EXHIBIT "B" - TERMS AND CONDITIONS

1. Architect will provide Client with monthly invoices accurately reflecting current expenditures of professional time and/or the progress of the services, as appropriate, and reimbursable expenses. Each invoice will be due and payable upon receipt, and delinquent 30 days after its date. In the event of delinquency, interest shall accrue from the invoice date at 1.5% per month, compounded monthly, or at the highest rate permitted by California law, whichever is lower, with payments applied first to accrued interest. No deductions shall be made from Architect's compensation on account of problems or losses for which Architect has not been held legally liable. Architect's fee will be equitably adjusted in the event of significant changes to the Project's program or scheduling.
2. Client shall acquire ownership of Architect's deliverables and a transferable, nonexclusive license to use these instruments of service and the designs embodied therein for all Project purposes upon payment for the related services.
3. Architect's services will be performed as expeditiously as practical and in accordance with generally and currently accepted design professional principles and practices as embodied in the standard procedures and protocols of Architect and its subconsultants, and without warranties, either express or implied. In particular, and without limitation, Architect will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the Project such as building codes, accessibility and sustainability requirements, and any applicable functionality standards; but compliance with any law as it may be eventually interpreted by others cannot be guaranteed. In no event will Architect guarantee cost estimates, schedule projections or the like, or prognostications as to future events including without limitation the discretionary decisions of governmental officials. Further, when used in conjunction with the providing of services pursuant to this Agreement, such terms as "certify," "warrant," "confirm," "verify," "make sure," "insure," "ensure," "assure," or the like do not constitute a guarantee, but rather a representation based on professional opinion or judgment.
4. Architect will provide at its then current standard hourly fee rates, or as may otherwise be agreed, the following additional services as circumstances may require or Client may direct: (i) revisions to instruments of service which are due to substantial changes in Client's instructions, to amendments to or changes in the interpretation of the laws and regulations applicable to the Project, to conditions of which Architect had not been timely informed or to other matters beyond Architect's reasonable control; (ii) services necessitated by inadequate or improper co-consultant or contractor performance, unreasonable contractor requests and claims and/or construction accidents or losses; and (iii) such other services as the parties may mutually agree, such as value engineering or special studies.
5. Towards the mutual goal of a successful project, Client shall make reasonable efforts to cooperate with Architect including without limitation: (i) designating a single representative with appropriate authority with whom Architect can deal, and directing all communications to Architect's project manager; (ii) providing timely information regarding Project requirements and conditions, and taking full responsibility for directing Architect to proceed on any unverified assumptions; (iii) responding to Architect's questions and requests for information and approval within a reasonable time; (iv) promptly evaluating Architect's invoices and providing fair notice of any questions or dissatisfaction, and waiving the right to challenge the accuracy and appropriateness of any invoice for which no such notice has been provided within thirty days of receipt of the notice; (v) warranting that it has or will obtain the intellectual property rights in any materials and designs that it provides to Architect; (vi) refraining from requesting certifications which would misrepresent the nature or extent of Architect's information or services; (vii) having the Architect designated as an additional indemnitee concerning whatever indemnification obligations Client obtains from any Project contractor; and (viii) providing appropriate arrangements for coordination of the Project's various design consultants, for construction quality control and for project risk management.
6. In light of the limited ability of Architect to affect the risks inherent in the Project, and of the disparity between Architect's fees and the potential liability for problems or alleged problems with the Project, Client shall to the fullest extent allowed by law, and in addition to Architect's common law rights, release and indemnify Architect and Architect's subconsultants, if any, and their respective affiliated entities and individuals, concerning any and all claims, liability, expenses and/or losses related to the Project (including attorneys and expert fees incurred and the value of professional time expended to address claims or problems) provided, however, that this indemnification shall not apply to any indemnitee to the extent of that indemnitee's active negligence or willful misconduct. Further and in any event, Client agrees to limit the total aggregate liability concerning or related to the Project of Architect and Architect's subconsultants, if any, and their respective affiliated entities and individuals, on any and all legal and equitable theories and concerning all kinds and causes of loss to the fullest extent allowed by law as to Client and all third parties to the lessor of twice the amount of Architect's fee received for the Project or fifty thousand dollars. Because the amount of such damages can neither be controlled nor predicted, each party waives any claim that it has or might have to obtain consequential and/or economic damages from the other concerning or related to the Project and/or this Agreement.
7. In order to control the risks inherent in Architect's professional undertaking pursuant to this Agreement, Architect's services are intended to be performed fully and solely by or through Architect. Unless this Agreement is terminated for Architect's material breach, if Client prevents or frustrates Architect's full performance of the services or without Architect's express consent causes or allows modifications to or deviations from the requirements or recommendations of Architect's instruments of service or the use of unfinalized instruments of service for pricing or otherwise, then in addition to Architect's common law rights, Client shall release and indemnify Architect and its affiliated entities and individuals to the fullest extent allowed by law from and concerning any and all claims, costs, losses and/or liability concerning or related to the uncompleted services or the use of modified, deviated from or unfinalized instruments of service.

8. Architect will be legally liable for only the design professional services provided pursuant to this Agreement, and only pursuant to the terms and conditions of this Agreement. In particular, Architect will not be legally liable for the

9. providing of or the failure to provide legal, accounting, financial analysis services or the like, or unassumed specialty design or engineering services including without limitation soils, geotechnical, environmental, hazardous waste or toxic substance engineering services. Further, and without limitation, Architect shall not be liable or responsible for delays or other matters beyond its reasonable control, for inaccurate or incomplete information provided by Client or other reasonably reliable sources or for unverified assumptions directed or accepted by Client; for services or instruments of service provided by others even if incorporated into Architect's instruments of service for ease of reference or otherwise, for the consequences of cyber-attack or computer failure, for site or Project conditions of which it was not actually and timely informed, for hazardous materials or toxic substances at the Project site, for reasonable interpretations of the Project's legal requirements and limitations, for the recommendation or specification of products or equipment for purposes consistent with the manufacturer's published literature or containing toxic substances not disclosed in that literature, or for the actions or inactions of others including other consultants, contractors, utility companies and governmental or quasi-governmental agencies.

10. Client acknowledges that the Project is of such magnitude and complexity that a budget contingency will be required concerning construction costs that will inevitably be incurred as a result of errors, omissions, ambiguities or inconsistencies in the Construction Documents, and in this regard Client agrees to make no claim against Architect or Architect's subconsultants, or their respective affiliated entities and individuals, with respect to any delay or disruption or other damages or additional costs incurred concerning such matters to the extent that the total aggregate of the resulting costs does not exceed eight percent of the Project's overall construction costs.

11. Architect and Client shall strive to maintain a good working relationship throughout the duration of the Project; and because of the importance of a good working relationship, either party may terminate this Agreement by giving written notice to the other provided only that such notice is given in the good faith belief that the working relationship is less than satisfactory. Further, Architect may suspend its performance under this Agreement and withhold or withdraw any instruments of service and related licenses with no liability for so doing at any time if Client allows an Architect invoice to become delinquent. Further, because they value their respective employees, each party agrees not to directly or indirectly solicit or hire the other's employees with whom they have dealings concerning the Project during the Project and for two years after Project completion.

11. This Agreement supersedes all negotiations and prior agreements concerning the Project and is intended as a complete and integrated statement of the entire agreement between Client and Architect concerning the Project. This Agreement may be modified only by a subsequent written agreement; except that items of Architect's Basic Services may be deleted by oral agreement, and offered Additional Services may be requested verbally and merely confirmed in writing. This Agreement shall be interpreted and enforced under and pursuant to the laws of the State of California, with any unarbitrated disputes being resolved in the Orange County, California court system or in a federal court sitting in California as may be appropriate. No party may assign this Agreement or any related rights or obligations without the express written consent of the other. This Agreement is not intended to create any joint venture, partnership, fiduciary or similar relationship between the parties. In the event that Client is unable to meet its financial obligations pursuant to this Agreement, then those entities or individuals who control Client will accept personal responsibility for those obligations. Any and all actual or alleged causes of action concerning any services rendered pursuant to this Agreement, including without limitation those for indemnification, shall be deemed to have accrued for purposes of any statutes of limitation or repose as of the date of Architect's last invoice concerning the Project. No failure to exercise or delay in exercising any right under this Agreement shall be construed as a waiver, and no waiver of a breach of any term of this Agreement shall be construed as a waiver of a subsequent breach of the same or other terms. In the event of any claims or disputes concerning this Agreement and/or the Project, each party shall bear its own attorney fees. Each party waives any right to recover consequential or economic damages from the other or its affiliated entities and individuals concerning this Agreement or its termination. In the event that this Agreement is for any reason terminated, then its risk allocation and indemnity provisions shall remain in full force and effect. In the event that any provision of this Agreement shall be prohibited by law, then the subject provisions shall not be void, but rather shall be interpreted as operating only to the fullest extent allowed by law; and in the event that any provision of this Agreement shall be partially or totally invalid or unenforceable, then the remaining provision shall remain valid and binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their affiliated entities, successors and assigns; but otherwise is not intended to bestow any rights on any third parties.

**Exhibit "C" – 2023 HOURLY RATES**

<b>Position</b>	<b>Hourly Rate</b>
Principal	\$220
Director	\$190
Project Engineer	\$180
Studio Manager	\$175
Senior Project Manager	\$168
Project Manager	\$148
Senior Job Captain	\$125
Job Captain	\$100
Drafter	\$85

## CERTIFICATE OF INSURANCE



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/16/2023

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).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 ML Diablo Blvd Suite 230 Lafayette CA 94549	<b>CONTACT NAME</b> Marie Swaney <b>PHONE</b> (415) 626-6960 <b>FAX</b> <b>E-MAIL</b> CertsDesignPro@AssuredPartners.com <b>ADDRESS</b>
<b>INSURED</b> SSARCHDESIGN LLC DBA WE ARCHITECTS GROUP 26449 Rancho Pkwy S Lake Forest CA 92630	<b>INSURER A:</b> Sentinel Insurance Company <b>INSURER B:</b> Travelers Casualty and Surety Co of America <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

#### COVERAGES

CERTIFICATE NUMBER: 136277763

REVISION NUMBER:

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

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PER <input checked="" type="checkbox"/> LOC OTHER	Y Y	57SBAB00789	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PROPERTY (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
<b>A AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF <input type="checkbox"/> RETENTION	Y Y	57SBAB00789	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe event DESCRIPTION OF OPERATIONS below	N A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>B Professional Liability</b>	N N	107567270	3/1/2023	3/1/2024	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS: LOCATIONS: VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.  
Project: Professional Services for Architectural Services for the City of Huntington Park -  
The City of Huntington Park, its officers, officials, employees and volunteers are named as an additional insured as respects general liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).  
CANCELLATION/CHANGE: 30 day notice will be sent to the certificate holder.

#### CERTIFICATE HOLDER

CANCELLATION 30 Day Notice will be sent to holder

City of Huntington Park 6550 Miles Ave Huntington Park CA 90255	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 
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ACORD 25 (2016/03)

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ITEM 9



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

June 20, 2023

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

Honorable Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL TO RENEW AGREEMENT FOR THE SALVATION ARMY CRISIS SHELTER BEDS PROJECT**

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

1. Authorize a renewal agreement with the Salvation Army for Crisis Shelter Beds for the term July 1, 2023, through June 30, 2024 for a not-to-exceed amount of \$31,379; and
2. Approve a budget appropriation in the amount of \$31,379 using Account Number 111-9050-462.56-41 General Fund – American Rescue Funds Contractual Services; and
3. Authorize the City Manager to execute the extension agreement.

### **BACKGROUND**

The City of Huntington Park is experiencing a historic rise in the number of individuals experiencing homelessness within the community. This is a nationwide problem that has significant impacts on the quality of life for businesses and the residents within the community. Individuals may be facing a variety of issues that are causing them to lose their ability to be sheltered. Historically, these issues can stem from financial difficulties, mental health issues, addictions, and other causes which have been compounded by the COVID-19 Pandemic.

The Gateway Council of Governments (COG) has established a sub-regional homeless services coordination with the City of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, South Gate, Vernon, and the First Supervisory District of the County of Los Angeles as a Local Coordinating Alliance (LCA1). The purpose of the

# **CONSIDERATION AND APPROVAL TO RENEW AGREEMENT FOR THE SALVATION ARMY CRISIS SHELTER BEDS PROJECT**

June 20, 2023

Page 2 of 3

LAC1 is to coordinate resources and services to address homelessness in southeastern Los Angeles.

The LAC1 partnered with the Salvation Army for 40 crisis shelter beds to house individuals experiencing homelessness that are at least 18 years old and are low barrier/low demand. The shelter has provided a litany of support services as part of the intake of homeless individuals during its current term between March 1, 2022, through June 30, 2023. The shelter bed has been a resource to encourage un-housed individuals to get the help that they need and provide Public Safety staff with a tool that they can continue to utilize to encourage people experiencing homelessness to be in a safe environment.

As of March 27, 2023, 111 clients have been supported by the LCA1 Shelter Bed Pilot Program. This is 111% of the target of 100 clients services in Year 1 of the pilot program. Per our last Quarterly Report in March, the program has provided 881 service days to Huntington Park clients and there are currently 6 individuals receiving support services.

## **FISCAL IMPACT**

The City of Huntington Park would be responsible for their fair share (1/8<sup>th</sup>) of the agreement divided equally between the agencies. The term for consideration tonight is from July 1, 2023, through June 30, 2024 (366 days – February 2023 has 29 days), at the cost of \$31,379. The agreement would be allocated from the City's General Fund – American Rescue Plan Act (ARPA) Funds.

It is an allowable expenditure from these funds. The final cost to the City of Huntington Park is determined based on \$500,000 in Measure H Innovation Grant Funds reimbursed from the Gateway Cities Council of Governments, and the approval of the Reimbursement Agreement by the LCA1 cities of Bell Gardens, Commerce, Cudahy, City of Bell, Maywood, South Gate, and Vernon to share remaining costs equally.

## **CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager

**CONSIDERATION AND APPROVAL TO RENEW AGREEMENT FOR THE  
SALVATION ARMY CRISIS SHELTER BEDS PROJECT**

June 20, 2023

Page 3 of 3



Steve Forster  
Community Development Director

**ATTACHMENTS:**

- A. Draft Salvation Army Crisis Shelter Beds Agreement
- B. Salvation Army and City of Bell Bed Shelter Agreement
- C. Salvation Army Crisis Shelter Bed Data



# ATTACHMENT "A"

## ATTACHMENT "A"

### REIMBURSEMENT AGREEMENT FOR SHELTER BEDS WITHIN THE SALVATION ARMY BELL SHELTER

**THIS REIMBURSEMENT AGREEMENT ("Agreement")** is entered into as of July \_\_, 2023 ("**Effective Date**") by and among the **CITY OF BELL**, a California charter city ("**Bell**"), the **CITY OF BELL GARDENS**, a California general law city ("**Bell Gardens**"), the **CITY OF COMMERCE**, a California general law city ("**Commerce**"), the **CITY OF CUDAHY**, a California general law city ("**Cudahy**"), the **CITY OF HUNTINGTON PARK**, a California general law city ("**Huntington Park**"), the **CITY OF MAYWOOD**, a California general law city ("**Maywood**"), the **CITY OF SOUTH GATE**, a California general law city ("**South Gate**"), and the **CITY OF VERNON**, a California charter city and municipal corporation ("**Vernon**"), collectively referred to herein as the "**LCA1 Members**" and/or the "**Parties**".

#### RECITALS

- A. The cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, South Gate, and Vernon are members of a Local Coordinating Alliance 1 ("**LCA1**"), a cooperative working group of eight (8) entities developed within the Gateway Cities Council of Governments for subregional homeless services coordination in the Southeast Los Angeles subregion of Service Planning Area 7 ("**SPA 7**"). The LCA1 Members have agreed to coordinate resources and services to address homelessness in the Southeastern Los Angeles region within a provisional pilot program as described / outlined pursuant to the terms in this Agreement.
- B. Los Angeles County (First Supervisorial District) ("**County**") will separately participate with The Salvation Army for the same services as set forth herein pursuant to a separate agreement directly with the Salvation Army Bell Shelter.
- C. A "**Shelter Bed**" is defined as an occupancy placement within a crisis housing bed or a bridge housing bed within the Salvation Army Bell Shelter located at 5600 Rickenbacker Rd, Bell, CA 90201, for a single adult (age 18 or over) participant referred into a program of comprehensive homeless support services within such shelter. Depending on the service needs of the particular unhoused individual, initial placement may occur in a crisis housing bed that is operated with a low barrier design or in a bridge housing bed. Both crisis and bridge housing beds are intended to provide a safe and supportive twenty-four (24) hour residence to individuals experiencing homelessness while enabling assistance for them to obtain permanent housing. A low barrier design program is one in which no participant that is placed within the Salvation Army Bell Shelter shall be required to commit to sobriety, or to commit to an adherence to medications for physical or mental health conditions. Low barrier crisis housing beds are expected to be provided at the Salvation Army Bell Shelter in Building 1E. Bridge housing beds are expected to be provided at the Salvation Army Bell Shelter sober living dormitories in Building 2A/B for participants who prefer to live in a more stable environment. The

number of beds provided in each housing type will be flexible to accommodate the shifting needs of the participants at any time.

- D. It is expected that a number of participants entering the pilot program will have significant barriers to employment and housing. The Parties expect that there will be an on-site Salvation Army Bell Shelter employee who will provide group and individual psychotherapy for participants who need an advanced level of support and are open to engaging in behavioral health services.
- E. Client level data for this pilot program will be entered into the Los Angeles Homeless Services Authority's ("**LAHSA**") Homeless Management Information System ("**HMIS**"). HMIS collects participant demographic data, as well as program and service utilization data for auditing, reporting, and to facilitate participant transfer and coordination among available regional homeless services programs.
- F. The LCA1 Members currently participate in the Los Angeles County Coordinated Entry System ("**County CES**"), which provides for placements of individuals experiencing homelessness within occupiable shelter beds in Los Angeles County. Due to the high demand for shelter beds within Los Angeles County, a shelter bed may not be immediately available to address the needs of the local unhoused population in the Southeast Los Angeles County subregion. Thus, the City of Bell has negotiated an agreement with The Salvation Army to procure the prioritized use of thirty-six (36) shelter beds for the eight (8) participating LCA1 Members, in recognition of the local impacts of homelessness experienced by the LCA1 Members.
- G. The LCA1 Members, have collectively designated the City of Bell as the lead agency to coordinate the implementation of the pilot program proposed by this Agreement for the placement of homeless individuals within the Salvation Army Bell Shelter in an effort to address the unhoused population that the LCA1 Members seek to assist.
- H. This pilot program will require a great deal of cooperation among the LCA1 Members in order to enable the efficient placement of homeless individuals currently to a Shelter Bed within the Salvation Army Bell Shelter.
- I. The Salvation Army Bell Shelter, one of the largest shelters in the nation, is located within the City of Bell in the Southeast Los Angeles County subregion and accepts placements from throughout the Los Angeles County area through the County CES. The Shelter Beds are contracted by various governmental and nonprofit entities, and the Salvation Army Bell Shelter, in recognition of the homeless housing impacts experienced by the LCA1 Members, has agreed to contract with the City of Bell for thirty-six (36) prioritized Shelter Beds to be allocated to the LCA1 Members' homeless population, based on certain conditions.

- J. The City of Bell will take the lead on behalf of the LCA1 Members plus the County to coordinate the prioritized use of forty-two (42) Shelter Beds within the Salvation Army Shelter through a Homeless Liaison (as such term is defined below), which shall be a designated staff member selected by the City of Bell to implement the pilot program under this Agreement that is separately funded by a Measure H Innovation Fund Grant reimbursement through the Gateway Cities Council of Governments.
- K. To this end, the City of Bell and The Salvation Army, a California corporation (“**Salvation Army**”) have entered into an agreement, dated July \_\_, 2023, as set forth in Exhibit A (the “**Salvation Army Agreement**”), whereby the City of Bell, has acquired the prioritized right for thirty-six (36) Shelter Beds within the Salvation Army Bell Shelter, and additional supportive services to serve the LCA1 Members’ homeless housing population.
- L. Separately, the City of Bell, as lead agency, applied for and received a \$500,000 Measure H Innovation Fund Grant (“**Measure H Grant**”) from the Gateway Cities Council of Governments, which reduces the total cost of this pilot program to the eight (8) LCA1 Members. With Measure H Grant funds, the total estimated cost of the Salvation Army Agreement to the eight (8) participating LCA1 Members would be reduced by sixty-seven percent (67%) from \$751,032 to \$251,032. In return for the Measure H Grant award, the LCA1 Members agree that if the thirty-six (36) Shelter Beds cannot be filled by the LCA1 Members, open placements will be made available to other SPA 7 communities with pre-approval of the designated Homeless Liaison. The total number of SPA 7 placements from outside of the eight (8) LCA1 Members may not exceed fifty percent (50%) of the thirty-six (36) Shelter Beds, which is eighteen (18) out of the thirty-six (36) Shelter Beds at any one time. Placements will not be available to other SPA 7 communities through this Agreement until Shelter Bed occupancy drops below ninety percent (90%) occupancy, or thirty-three (33) of the thirty-six (36) Shelter Beds.
- M. The City of Bell shall appoint an individual to serve as a liaison to all LCA1 Members and the County (the “**Homeless Liaison**”), and shall work with the participating LCA1 Members and the County to coordinate the use of the prioritized Shelter Beds within the Salvation Army Bell Shelter in addition to any other beds that are made available through the County CES.
- N. The Shelter Beds are designed to provide the LCA1 Members with an additional inventory of homeless shelter beds to address the significant impacts of homelessness the LCA1 Members are experiencing. If any individuals choose to leave a placement at the Salvation Army Bell Shelter, either of their own volition or for violating the rules and policies of the Salvation Army Bell Shelter, they will add to the unhoused population in the communities of the Southeast Los Angeles subregion. Thus, the pilot program proposed by the LCA1 Members is designed to provide an enhanced level of support, resources, and communication in order to ensure any placement of individuals within the Salvation Army Bell Shelter remain for as long as reasonably possible.

- O. The LCA1 Members agree that the costs of this Agreement will be shared equally among all of the LCA1 Members and they shall be required to pay their equal share each month during the term of this Agreement. If a LCA1 Member chooses to withdraw from this Agreement, other cities within the SPA 7 area may be added to this Agreement with priority provided to communities closest to the Salvation Army Bell Shelter (which addition may require an amendment or supplement to this Agreement as determined by the City of Bell). The intent of the LCA1 Members is to retain a minimum of eight (8) participating entities, in order to ensure, i) that the cost of this Agreement is not prohibitive for any one member and, ii) that the Shelter Beds remain ninety percent (90%) occupied during the term of this Agreement.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties agree as follows:

**Section 1. Incorporation of Recitals.** The recitals set forth above are hereby acknowledged and agreed to by the Parties and are incorporated in the terms of this Agreement. Specifically, the City of Bell is acknowledged and agreed to as the lead agency, and its appointed Homeless Liaison is acknowledged and agreed to, for purposes of this Agreement.

**Section 2. Term; Termination.**

(a) The term of this Agreement will commence on July 1, 2023 and end on June 30, 2024 (the “**Term**”) for a total of 366 days.

(b) In addition, this Agreement may be terminated after July 1, 2023, (i) at the convenience of any LCA1 Member following thirty (30) days prior written notice to the City of Bell, and/or (ii) upon a termination of the Salvation Army Agreement by the Salvation Army or the City of Bell pursuant to the terms of the Salvation Army Agreement. The City of Bell, as lead agency, may replace any party that terminates this Agreement with another city within the SPA7 area that executes an acknowledgement and acceptance of the terms of this Agreement (which, at the City of Bell’s discretion, may require an amendment to this Agreement).

(c) In the event of any termination by a LCA1 Member after July 1, 2023, and a replacement SPA 7 city is not immediately available to take such terminating Party’s share of the costs/payments required herein, then the equitable share of costs for this Agreement (along with the allocation of the thirty-six (36) Shelter Beds for all LCA1 Members) provided in Section 3 below shall be adjusted accordingly.

**Section 3. Cost and Payment.** It is agreed and acknowledged that the Parties will share the costs of this pilot program equally, and that, regardless of any ability of the City of Bell, the Homeless Liaison, and / or the Salvation Army Bell Shelter to actually enable the utilization of any Shelter Bed within the Salvation Army Bell Shelter for any LCA1 Member’s homeless population, each LCA1 Member shall be required to pay the monthly

amount due under this Agreement on the first day of each month of the Term of this Agreement to the City of Bell in order for the City of Bell to pay any and all monthly invoices received from the Salvation Army without delay. If the invoice received by the City of Bell from the Salvation Army for the use of the Shelter Beds in any given month is less than the amount collectively paid by the LCA1 Members for such month, then the City of Bell shall promptly refund any such overcharge to each of the LCA1 Members on an equal basis.

As the City of Bell, as lead agency, was successful in procuring \$500,000 in Measure H Grant funds from the Gateway Cities Council of Governments, the total cost for each of the Parties (as set forth below) is proportionally reduced during the term of the Measure H Grant fund term.

#### **Total Agreement Cost**

The total cost of the Salvation Army Agreement is \$751,032 calculated at thirty-six (36) Shelter Beds per day at a cost of \$57 per bed / per day for 366 days.

The City of Bell will invoice the Gateway Cities Council of Governments for \$500,000 in Measure H Grant fund reimbursements, which would reduce the total cost of this Agreement to \$251,032.

Los Angeles County First Supervisorial District will enter directly into a separate agreement with the Salvation Army Bell Shelter for four (4) additional Shelter Beds, to bring the total number of coordinated Shelter Beds in the Southeast Los Angeles subregion to forty (40) under this pilot program.

The eight (8) LCA1 Members will be invoiced monthly by the City of Bell for an equal one-eighth (1/8<sup>th</sup>) share. Each of the eight (8) LCA1 Members will be billed a maximum of \$31,379 of the remaining Agreement after Measure H Innovation Grant reimbursement of \$251,032.

#### **Monthly Invoice**

The City of Bell, as lead agency, will submit the monthly invoice it receives from the Salvation Army pursuant to the Salvation Army Agreement, to each LCA1 Member upon five (5) business days of its receipt therefor, with, if applicable, backup documentation and related reports for the thirty-six (36) Shelter Beds.

**Section 4. Specifications.** The availability and use of the thirty-six (36) Shelter Beds allocated to each LCA1 Member shall be subject to the following specifications. In recognition of the complexity of the daily operations of the Salvation Army Bell Shelter, and the unknown personal, regional, and local factors which affect Shelter Bed availability, the Parties agree that a high level of communication, coordination, and flexibility is necessary to effectively use all available Shelter Beds, and to refrain from submitting Shelter Bed placements when inventory is not available. There is no guarantee that a Shelter Bed is available at any specific time, as the complex and shifting factors that affect Shelter Bed inventory are beyond the control of the City of Bell and the Salvation Army

Bell Shelter. The purpose of this pilot program is to increase coordination and communication on homelessness within the LCA1 subregion, to develop data at a subregional level, and to develop improved and effective partnerships on a subregional level with regional service providers and nonprofit entities.

**(a) Initial Use of Crisis Housing Bed Inventory.** Upon the notice from the Salvation Army of availability of Shelter Beds within the Salvation Army Bell Shelter, ten percent (10%) of the thirty-six (36) beds will be designated as public safety priority beds for emergency use by the public safety agencies of all LCA1 Members, for a total of four (4) beds. The remaining ninety percent (90%), or thirty-two (32) beds, will be prioritized as four (4) general inventory beds per each LCA1 Member. This distribution equals eight (8) LCA1 Members times four (4) beds each for a general inventory of thirty-two (32) beds. Initial intake into a public safety priority bed shall also require participation from a public safety agency (e.g., Bell Police Department, Bell Gardens Police Department, Los Angeles County Sheriff, South Gate Police Department, Vernon Police Department, etc.). Once the new resident is placed in a public safety bed and completes the facility intake process, they will be rotated from the priority public safety bed into one of the thirty-two (32) general beds, if a general bed is available. If the LCA1 Members cannot fill the Shelter Bed inventory, and the Shelter Bed occupancy drops below ninety percent (90%), the Homeless Liaison may refer participants from non LCA1 Member SPA 7 cities to ensure that the Shelter Bed inventory is used efficiently up to a maximum of eighteen (18) non LCA1 Member SPA 7 placements at any one time. The LCA1 Members shall use best efforts to efficiently and effectively coordinate the shared use of available Shelter Beds to maintain ninety percent (90%) occupancy and meet their specific local needs depending on bed availability. The Salvation Army has agreed, pursuant to the Salvation Army Agreement to coordinate in good faith to plan transfers of homeless individuals to other available support programs, based on participant eligibility (i.e., Veteran's Administration program shelter beds, Department of Mental Health program shelter beds, Substance Abuse Prevention and Control program shelter beds) to increase the annual number of participants that can benefit from the thirty-six (36) prioritized Shelter Beds under the Salvation Army Agreement. The LCA1 Members acknowledge and agree that the thirty-six (36) Shelter Beds are not actually reserved or dedicated to the LCA1 Members' homeless population, but are merely prioritized to them under the Salvation Army Agreement. Each day there shall be an analysis of the occupancy of Shelter Beds and allocations will be made available to each of the LCA1 Members through the Homeless Liaison in coordination with the LCA1 Members. As such, the effectiveness of this pilot program requires cooperation and consistent communication between the LCA1 Members and the Homeless Liaison, given the fluidity of available bed occupancy (and the rotation in and out of such beds by homeless individuals).

**(b) Recalculation of Crisis Housing Bed Inventory.** In order to ensure the full and efficient use of the thirty-six (36) prioritized Shelter Beds, cooperation and communication between the Parties is essential. Informal analysis and recalculation of Shelter Bed use ratios shall occur every week day during the Term of this Agreement, and as needed, to use the available Shelter Beds efficiently. An initial thirty (30) day use analysis will be provided to the LCA1 Members by the City of Bell and/or the Homeless Liaison after the Effective Date and a secondary sixty (60) day use analysis will be

provided to the LCA1 Members, in order to determine and agree to the most efficient bed use ratios. Thereafter, quarterly reviews will occur to determine the efficient use of the Shelter Beds, and the effectiveness of this pilot program and how it could be improved. Shelter Bed inventory flexibility is critical in order to effectively address conditions in the field (given the fact that individuals placed within the Salvation Army Bell Shelter will likely be rotating in and out frequently) and in order to assess the success of program participants in receiving housing placement. As this program is a pilot program and requires participant flexibility, all Parties will designate a public safety contact and a staff contact for the Homeless Liaison to coordinate activities and improve communication, each of which are designated on the signature page for each of the Parties below.

**(c) Shelter Bed Availability Limitations.** If the Salvation Army Bell Shelter is experiencing COVID-19 quarantine limits or holds on resident intake upon the execution of the Salvation Army Agreement, the Salvation Army Bell Shelter will not initiate invoicing for Shelter Beds until the beds are available. Limitations on Shelter Bed availability may exist depending on the number of available Shelter Beds in the Salvation Army Bell Shelter's daily inventory. The Salvation Army Bell Shelter does not provide family shelter resources; thus LCA1 Members must coordinate placement of any such families to other shelters through the Homeless Liaison during business hours or call 211 ([www.211la.org](http://www.211la.org)) to find suitable shelter or motel options for families in need. The Salvation Army Bell Shelter does not provide a kennel to shelter the pets of unhoused individuals in need. The thirty-six (36) Shelter Beds addressed in this Agreement are merely a supplement to the shelter beds available through the County CES.

**(d) Intake.** New resident intake shall occur during regular business hours of 8:00 AM to 4:00 PM, Monday through Friday. The Salvation Army Bell Shelter provides 24 hour a day, seven day a week staffing, however the shelter has an inventory of four (4) safe rooms for intake and staff are required to perform COVID-19 protocols upon intake that limit the ability of the shelter to perform intake outside of regular business hours. After hours domestic violence and/or other emergency placements are subject to the availability of an unoccupied safe room at the Salvation Army Bell Shelter. Emergency intake is available after hours, however due to a limited number of available safe rooms and due to COVID-19 protocols, after hours intake should only be for emergency situations. An after-hours call line that operates 24 hours a day will be provided to participating public safety agencies for use in the event of an after-hours emergency.

**(e) Length of Stay.** Each participant will be limited to an initial stay of ninety (90) days. Two (90) day extensions are available upon request for participants actively working on a housing plan, for a maximum stay of 270 days for any individual participant.

**(f) COVID-19 Protocols and Processes.** The Salvation Army Bell Shelter restarted limited intake of residents into quarantine facilities on August 19, 2021. COVID-19 protocols for intake include but are not limited to, i) any incoming participant is tested on the day of or on the day after intake regardless of vaccine status, ii) if an incoming participant is vaccinated, the participant may move into a public safety prioritized bed. If a participant is not vaccinated, they must remain in quarantine until two negative COVID-



19 tests are received. The second test occurs seven to eight days after the first, with results generally available within three days. Modular homes located on the greater Salvation Army Bell complex property serve as a first line of intake quarantine and are subject to availability.

**(g) Homeless Liaison.** The Homeless Liaison will coordinate daily with assigned Salvation Army Bell Shelter staff, in order to determine the daily inventory on weekdays of Shelter Bed availability and the roster of shelter residents, however, it shall not be required to ensure the availability of all thirty-six (36) Shelter Beds since such beds are only prioritized, they are not specifically reserved, and the LCA1 Members must coordinate with the Homeless Liaison in order to ensure allocation of Shelter Beds for proposed participants. The Homeless Liaison will coordinate daily with assigned LCA1 public safety agency assigned staff (as designated on the signature page to this Agreement) to report shelter bed inventory availability and to determine any planned public safety needs. The Homeless Liaison will coordinate daily with designated Salvation Army Bell Shelter staff to determine how many residents can be transferred to general bed inventory or to other programs to maximize Shelter Bed use. The City of Bell and the Homeless Liaison shall have no liability for any failure to ensure a placement of any LCA1 Member's proposed participant / homeless population within a Shelter Bed.

**(h) Reporting.**

(i) Reporting by Salvation Army Bell Shelter: It is expected that the Salvation Army Bell Shelter will provide, i) daily inventory counts to the Homeless Liaison and, ii) a monthly report and invoice to the City of Bell and the Homeless Liaison.

(ii) Reporting by the Homeless Liaison: the Homeless Liaison will reasonably endeavor to provide: i) a monthly report and the Salvation Army Bell Shelter invoice it received to all participating LCA1 cities and, ii) a quarterly report to the LCA1 Members and the Gateway Cities Council of Governments.

(iii) Participant level data will be entered into the LAHSA HMIS system for program reporting and auditing purposes.

(iv) The following metrics and expected outcome measures will be reasonably tracked and reported: i) a minimum of one hundred (100) unduplicated individuals will be served each year during the Term of this Agreement, with a goal of one hundred and fifty (150) unduplicated individuals over the Term of the Agreement, ii) twenty percent (20%) of participants (of those able to work – e.g. not disabled or retired) will be employed by the expected exit date and, iii) thirty percent (30%) of participants will exit to permanent housing and, iv) eighty five percent (85%) of participants will complete a housing plan and, v) ten percent (10%) of participants will exit to another level of care (DMH IHP or other stable housing location). However, there shall be no liability to any of the Parties if such metrics and/or outcome measures are not achieved

**Section 6. Defaults and Indemnification Provisions.**

(a) **Defaults.** In the event any of the Parties shall fail to pay its required share of the costs of the Shelter Beds in any given month during the Term of this Agreement (or any extension approved by the Parties), then such party shall be in immediate default under this Agreement, and the City of Bell shall be entitled to, and may sue for, the payment of all such unpaid amounts (and the defaulting party shall pay interest at the lesser of (i) 10% per annum, or (ii), the maximum rate permitted by law) from and after the due date of such monetary payment obligation until payment is actually received. The Parties acknowledge that money damages and remedies at law generally are inadequate and that specific performance is appropriate for the enforcement of this Agreement. Therefore, the remedy of specific performance shall be available to all Parties hereto. This subsection shall not limit any other rights, remedies, or causes of action that any party may have at law or equity.

(b) **Indemnity by City of Bell.** To the full extent permitted by law, the City of Bell agrees to indemnify, defend and hold harmless each of the other Parties, and their respective officers, employees and agents ("**Indemnified Parties**") against, and will hold and save them and each of them harmless from, any and all actions, claim, or liabilities that may be asserted or claimed by the Salvation Army, arising out of or in connection with any defaults or failures asserted under the Salvation Army Agreement against the City of Bell, and/or the City of Bell's negligent performance of the activities, work, or operations provided under this Agreement, except claims or liabilities occurring as a result of Indemnified Parties' negligence or willful acts or omissions. The indemnity obligations contained herein shall be binding on successors and assigns of the Parties and shall survive termination of this Agreement.

(c) **Indemnity by Parties.** To the full extent permitted by law, each of the Parties agree (based on, and only up to, the Parties' respective proportionate share of the costs due from each party as set forth in Section 3 above) to indemnify, defend and hold harmless the City of Bell and the Homeless Liaison, and their respective officers, employees and agents against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities that may be asserted or claimed by the Salvation Army, or any other person, firm or entity arising out of or in connection with the Shelter Beds, the Salvation Army Agreement, and/or this Agreement, except with respect to the negligent performance of the activities, work, or operations provided by the City of Bell or the Homeless Liaison under the Salvation Army Agreement or herein. The indemnity obligations contained herein shall be binding on successors and assigns of the Parties and shall survive termination of this Agreement. Notwithstanding anything to the contrary herein, in the event any of the Parties fail to make any payment due hereunder, which causes the City of Bell to fail to make the payments due under the Salvation Army Agreement, the Parties shall share in any costs, liabilities, or claims that result from the failure of such nonpayment and the City of Bell shall not be required to make any additional payment to the Salvation Army to cover such un-reimbursed amounts.

#### **Section 6. Miscellaneous Provisions.**

**(a) Notices.** All notices or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other Parties to this Agreement). All notices, demands or other communications shall be considered as properly given if sent by: (a) electronic mail and regular mail; or (b) overnight express mail, charges prepaid. Notices so sent shall be deemed effective one (1) business day after mailing or the same day as sent for electronic delivery. For purposes of notice, the addresses of the Parties shall be as set forth on the signature pages contained herein.

**(b) Attorneys' Fees.** If any of the Parties to this Agreement is required to or seeks to initiate or defend litigation against any other party, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees.

**(c) Integration; Amendments.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties (including the Salvation Army Agreement). It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties (other than the Salvation Army Agreement), and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the City of Bell as the lead agency. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**(c) Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed originals for all purposes of this Agreement.

**(d) Authority.** The persons executing this Agreement on behalf of each of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF BELL, a California charter city

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

Title:

Address: City Hall; 6330 Pine Ave, Bell, CA  
90201

ATTEST:

\_\_\_\_\_  
Angela Bustamante, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
David J. Aleshire, City Attorney

**CITY:**

CITY OF BELL GARDENS,  
a California general law city

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

Name:

Title:

Address: \_\_\_\_\_

**Public Safety Contact:**

\_\_\_\_\_  
**Staff Contact:**

**CITY:**

CITY OF COMMERCE,  
a California general law city

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

Name:

Title:

Address: \_\_\_\_\_

**Public Safety Contact:**

\_\_\_\_\_  
**Staff Contact:**

**CITY:**

CITY OF CUDAHY,  
a California general law city

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

Name:

Title:

Address: \_\_\_\_\_

**Public Safety Contact:**

\_\_\_\_\_  
**Staff Contact:**

---

**CITY:**

CITY OF HUNTINGTON PARK,  
a California general law city

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

Name:

Title:

Address: \_\_\_\_\_

**Public Safety Contact:**

\_\_\_\_\_  
**Staff Contact:**

**CITY:**

CITY OF MAYWOOD,  
a California general law city

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

Name:

Title:

Address: \_\_\_\_\_

**Public Safety Contact:**

\_\_\_\_\_  
**Staff Contact:**

**CITY:**

CITY OF SOUTH GATE,  
a California general law city

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

Name:

Title:

Address: \_\_\_\_\_

**Public Safety Contact:**

\_\_\_\_\_  
**Staff Contact:**

**CITY:**

CITY OF VERNON,  
a California charter city

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

Name:

Title:

Address: \_\_\_\_\_

**Public Safety Contact:**

\_\_\_\_\_  
**Staff Contact:**

## ATTACHMENT "B"



## AGREEMENT

neither Party is authorized to enter into contracts or agreements on behalf of the other Party or to otherwise create obligations of the other Party of any kind to third parties.

3. Term of Contract. The term of this contract shall be from July 1, 2023 to June 30, 2024. Notwithstanding the foregoing, this Agreement may be terminated at the convenience of either Party on thirty (30) days' written notice to the other Party. On termination, each Party shall cease to perform any additional services. Termination shall not provide cause to give either Party a claim for damages for work to be performed after the time that notice of termination is served.
4. Compensation and Payment. The Parties agree that payment for the performance of services rendered by TSA under this Agreement shall be at the rate of \$57 per bed night for 36 beds during the Term, which covers a total of 365 days. The maximum compensation payable under this agreement shall be \$748,980. TSA will submit a monthly invoice to Collaborator for payment in arrears for the prior month.
5. Indemnification and Legal Compliance.
  - a. Each Party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other Party, defend the other Party (the "Indemnified Party") from and against any and all claims, losses, liabilities, penalties, costs, and expenses, including reasonable attorneys' fees, established by judgment, alternative-resolution award, or determination of any administrative or regulatory body asserting authority over either Party or the subject matter of this Agreement, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
  - b. The provisions of this Section 5 shall survive the expiration or termination of this Agreement with respect to any claims or liability arising prior to such expiration or termination.
  - c. Each Party agrees, represents, and warrants to the other that it will abide by any and all laws, regulations, or other legal requirements applicable to its performing this Agreement. Each Party represents and warrants that it is not debarred or suspended from contracting with any government entity, and each Party will inform the other within five days if it becomes so. Each Party will notify the other within five days if it becomes subject to an investigation regarding its compliance with any laws, regulations, or other legal requirements applicable to its performance of services under this Agreement.
6. Insurance.
  - a. TSA shall obtain and maintain throughout the term of this Agreement policies of insurance as required by law and described more particularly below:
    - ☒ Commercial General Liability insurance; said policy shall be written with limits no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate.
    - ☒ Business/Commercial Automobile Liability insurance; said policy shall be written with a combined single limit no less than \$1,000,000.
    - ☒ Worker's Compensation insurance shall be written with limits in conformity with the laws of the state in which services are performed.
    - ☒ Professional Liability insurance; said policy shall be written with limits no less than \$1,000,000 per claim.
  - b. Collaborator shall obtain and maintain throughout the term of this Agreement policies of insurance as required by law and described more particularly below:
    - ☒ Commercial General Liability insurance; said policy shall be written with limits no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate.

Initials JA  
COLLABORATOR

☒ Business/Commercial Automobile Liability insurance; said policy shall be written with a combined single limit no less than \$1,000,000.

☒ Worker's Compensation insurance shall be written with limits in conformity with the laws of the state in which services are performed.

☒ Professional Liability insurance; said policy shall be written with limits no less than \$1,000,000 per claim.

Initials JA  
Collaborator

7. Additional Provisions. Collaborator acknowledges that this Agreement ☐ is ☒ is not subject to the provisions of one or more agreements for funding, attached hereto as Exhibit(s) and made a part hereof as though

set forth in full. If this Agreement is subject to such provisions, then Collaborator represents that Collaborator has read and agrees to comply with them in any way that they are applicable to Collaborator and as further made applicable to Collaborator by virtue of this Agreement. Initials JA  
Collaborator

8. Reports and Auditing. Each Party, when requested, shall provide written reports to the other with respect to the services rendered hereunder. Each Party agrees to make available to the other Party all records necessary to verify its compliance with this Agreement, including, but not limited to schedules, wage records, payment records, receipts, and financial statements, all upon reasonable written notice or as required by law. Each Party agrees that any documents or records prepared for or provided to the other under this Section 8 will remain confidential unless otherwise required by law or expressly agreed in writing by the disclosing Party.
9. Confidentiality. Each Party agrees to abide by any requests for confidentiality that the other should make, provided that the requests are specific and directed to particular services or documents, including correspondence and emails. The Parties agree to treat all information related to third parties served under the scope of services of this Agreement as confidential, and each Party further agrees not to disclose such information without the prior, written consent of the person served and the other Party to this Agreement. The nature of the services provided under this contract ☒ does not implicate the provisions of confidentiality laws or regulations requiring a specific kind of contract governing information sharing between the Parties, which if implicated is attached hereto as Exhibit C and made a part hereof as though set forth in full.
10. Subcontracting and Assignment. Neither Party may subcontract, delegate, nor assign any right or obligation under this Agreement to any third party without the prior, express, written consent of the other Party. Any such attempt to assign, delegate, or subcontract without proper approval shall be void. Notwithstanding the foregoing, it is the understanding of the Parties that Collaborator intends to coordinate with other local cities for purposes of fully utilizing the shelter beds contemplated in this agreement to serve as many participants as possible, and it is understood that Collaborator will generate sub-Agreements with these cities in consultation with TSA and which sub-Agreements will be subject to TSA final written consent.
11. No Third-Party Beneficiary. This Agreement is made solely for the benefit of the Parties, including their respective successors and assigns subject to the terms of this Agreement, and no other person or entity may have or acquire any right by virtue of this Agreement, including without limitation those clients served under its scope of work.
12. Conflict of Interest. Each Party shall timely disclose to the other any relationship with any third party creating a potential conflict of interest, including other employment relationships, contracts, family and business associations by which the disclosing Party benefits, directly or indirectly, or has an interest, financial or otherwise. Each Party represents that there is no actual conflict of interest between its engagements, employments, or familial or contractual relationships with third parties and the other Party.
13. Governing Law. This Agreement shall be governed according to the laws of the state in which services are performed.
14. Entire Agreement. This Agreement and the exhibits identified herein constitute the entire understanding between the Parties hereto and supercede all previous agreements, promises, representations, understanding, and negotiations, whether written or oral, including without limitation any previous version of this or any other

document, signed or unsigned, including correspondence and emails. Any revisions to this Agreement shall be in writing and executed and dated by authorized representatives of both Parties hereto.

15. Severability. If any provision herein shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. Notices. Written notice by either Party to the other shall be effective three business days after mailing by registered mail to:

If to TSA:

The Salvation Army Bell Shelter  
Attn: Paula Del Pozo  
5600 Rickenbacker Road, Bldg. 2A/B  
Bell, CA 90201

with copy to

The Secretary for Business Administration  
The Salvation Army  
16941 Keegan Avenue  
Carson, California 90746

If to Collaborator:

City of Bell  
Attn: Michael L. Antwine II  
6330 Pine Avenue  
City of Bell, California 90202

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date last below written:

THE SALVATION ARMY  
a California corporation

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Collaborator

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

## EXHIBIT A

The Salvation Army Bell Shelter shall provide the following:

- 1) **Thirty six (36) Reserved Crisis/Bridge Housing Beds for single adult (age 18+) participants** referred by the City of Bell. (An additional 6 beds will be contracted directly with Los Angeles County Supervisorial Districts 1 and 4 under separate agreements.) Participants may stay for an initial period of thirty (30) days, which may be extended on a monthly basis provided the participant is actively working on a housing plan with his/her case manager. The Salvation Army Bell Shelter has the right not to extend the stay of any participants beyond any 30-day period or extension if the individual is not actively working with his/her case manager on a housing plan. In addition, The Salvation Army Bell Shelter has the right to terminate services for any participant according to the shelter's established Termination Policy. We will provide at least three (3) referrals to other programs for any participant who is terminated or whose stay is not extended.

The beds reserved by the City of Bell are classified as Crisis or Bridge Housing beds; as such they are operated with a low barrier/low demand, trauma-informed program design. This means participants do not have to commit to sobriety or adherence to medications for health or mental health conditions. Some beds will be available in a sober living environment in a separate building for participants who choose a sober living environment. However, The Salvation Army Bell Shelter reserves the right to assess all individuals referred by the City of Bell and to deny entry to any individuals who pose a safety threat, require a higher level of care, cannot be documented as "homeless", have a history of arson, or are registered sex offenders.

- 2) **Comprehensive Supportive Services** for up to thirty-six (36) participants at any time utilizing the City of Bell reserved Crisis/Bridge Housing beds include, but are not limited to:

- **intake processing** - including working collaboratively with the Homelessness Coordinator
- **outreach coordination** with representatives of the City of Bell (Homelessness Coordinator, law enforcement, Community Services, etc.)
- **program orientation**
- **comprehensive needs assessment** - psychosocial assessment focusing on identification of strengths and areas of growth, which is used as a basis to inform the development of an individualized case plan
- **individualized case management** with development of an Individualized Service Plan
- including a Housing Plan
- **referrals to health care/mental health services**- currently, health care, including COVID-19 vaccination and testing, primary care and referrals, TB testing, etc. is provided on-site by JWCH Institute
- **substance abuse supports**- including referrals to outpatient treatment programs,
- AA/NA/CA groups, and referrals to on-site residential treatment program
- **life skills classes**- including household budgeting, anger management, coping skills, landlord/tenant issues, conflict resolution
- **employment supports and job referrals**
- **transportation assistance**- including, when staffing allows, pick-up of individuals for intake who are referred by the City of Bell or its subcontractors; as well as van transportation, bus passes, and taxi vouchers, according to participant needs and availability
- **benefits advocacy**- including SSI/SSDI, food stamps, Medi-Cal, housing vouchers, etc.
- **documentation preparation assistance**- including helping participants obtain ID/driver's license, birth certificates, verification of income and/or homelessness

- **permanent housing placement assistance** - including assistance with identifying housing opportunities, assisting clients identify voucher and other housing assistance programs, and assisting with landlord negotiations.
- 3) **Operational Services/Supports** for up to thirty-six (36) participants at any time include, but are not limited to, three (3) hot, nutritious meals daily, evening snack, bed linens/towels, hygiene supplies, access to laundry facilities, access to indoor and outdoor recreational facilities, and social/holiday events.
  - 4) **COVID-19 - Public Health Protocols and Collaboration**- The Salvation Army Bell Shelter will continue to work closely in collaboration with the Los Angeles County Department of Public Health (DPH) to mitigate potential spread of infection/disease related to the ongoing COVID-19 global pandemic. Proactive measures have and will be taken to operate programs and facilities according to DPH, CDC, and California Department of Public Health guidelines and directives, including following Public Health Orders that may be issued by State and Local officials from time to time. These efforts will be geared toward protecting the health and well-being of all participants and staff and the continued smooth/safe operation of the program and facility, while minimizing disruptions to service delivery and intake process for new participants.
  - 5) **Measurable Outcomes** - The Salvation Army Bell Shelter will strive to inspire success for all participants. The measurable outcomes for this grant are as follows:
    - (a) 100 unduplicated individuals will be served each year during the term.
    - (b) 20% of participants (of those able to work- e.g. not disabled or retired) will be employed by exit date.
    - (c) 30% of participants will exit to permanent housing.
    - (d) 85% of participants will complete a Housing Plan.
    - (e) 10% of participants will exit to another level of care (DMH IHP, other stable temporary housing location). *\*{Note: we will redirect any Veterans who are referred to this program to our existing VA beds, so they would not enter the project and would not be counted in this measure. We can't do the same for DMH, because the participant needs to be screened and enrolled by DMH before they can transfer to the DMH Interim Housing Program at Bell Shelter or another facility.}*

## **EXHIBIT B**

The City of Bell shall provide the following:

- 1) **Referrals of individuals who are experiencing homelessness** for consideration for acceptance into the City of Bell Crisis Housing Program at The Salvation Army Bell Shelter. **Note:** Thirty-six (36) beds will be reserved for participants referred by the City of Bell, with an additional six (6) beds contracted separately with Los Angeles County- First and Fourth Supervisorial Districts. No commitment is made to reserve other beds for referrals of individuals from the City of Bell.
- 2) **Transportation support for referred participants.** Based upon staff availability at any given time, The Salvation Army Bell Shelter, will make every attempt to provide pick-ups or other transportation support for participants referred by the City of Bell.
- 3) **Payment at the rate of \$57 per bed per night for thirty-six (36) reserved beds, paid monthly in arrears upon the presentation of an invoice.**

## EXHIBIT C

### CONFIDENTIALITY & NONDISCLOSURE AGREEMENT

This Agreement is made by and between The Salvation Army, a California corporation (Company) and The City of Bell, a California Municipal Corporation (Vendor) (singularly a "party," collectively the "parties").

WHEREAS, Company may wish to engage Vendor's services under a separate contract (the Contract); and

WHEREAS, in order for Company and Vendor to determine whether they wish to enter into the Contract, Company and/or Vendor may have access to information that the other party considers confidential, valuable, and/or proprietary, as well as information that may be subject to federal, state, and contract restrictions, or any combination thereof;

NOW, THEREFORE, in consideration of the above premises and commitments contained herein, it is hereby agreed that:

1. **Confidentiality and Nondisclosure.** Company and Vendor will each hold in confidence any and all Confidential information of the other party and not disclose to any other person, including its own employees, agents, and volunteers (subject to the exception provided in 3 below) or any third party, without written permission of the of the other party. Confidential Information shall mean all information, including without limitation that which is verbal, written, or in other physical or electronic form and is:

- A. Technical and nontechnical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and includes, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information; or
- B. Information related that would identify a client of any one of Company's programs as an alcohol or drug abuser either directly, by reference to other publicly available information, or through verification of such an identification by another person; or
- C. Information related to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual; or
- D. Information related to the services contemplated as being provided under the Contract, including but not limited to compensation; or
- E. Disclosed verbally or in writing as "Confidential."

2. **Federally Restricted Information.** Check all that apply:

- ☒ Company expects that Vendor will have access to information described under Section 1(B), and accordingly, Company and Vendor have executed a Qualified Service Organization Agreement and attached it as **Exhibit AA**, the contents of which are incorporated by reference as though set forth in full here.
- ☒ Company expects that Vendor will have access to information described under Section 1(C), and accordingly, Company and Vendor have executed a Business Associate Agreement and attached it as **Exhibit BB**, the contents of which are incorporated by reference as though set forth in full here.



- ☐ Company expects that Vendor will have not have access to information described under Section 1(B) or (C). Vendor agrees to immediately notify Company if it receives such information in the course of its work, and Vendor further agrees Vendor will execute the agreements required by federal law at that time.  
Vendor Initials: \_\_\_\_\_ Company Initials: DA  
Vendor

3. **Internal Disclosure.** The parties' confidentiality and nondisclosure obligation under Section 1 shall include disclosure to any party other than the minimum number of its own responsible employees and agents who are directly engaged in the consultation, evaluation, and preparation of information with respect to the purposes of this Agreement, and to whom it is essential to disclose the same. The names and job titles, or project roles, shall be provided in writing to and shall be subject to the approval of the other party in advance of any such internal disclosure. Each party hereby represents and warrants that it shall take all reasonable steps to ensure that such employees and agents, whether during or after their employment or engagement, shall treat confidential information as such and keep it secret from other entities or persons.

4. **Excepted Information.** The parties' confidentiality and nondisclosure obligation under Section 1 with respect to information described in Section 1, subsections (A), (D), or (E) shall not include that information which Vendor can prove was public information, or Vendor's proprietary information lacking any reference to Company or any reference which may by reasonable inference identify Company.

5. **Term.** The parties' confidentiality and nondisclosure obligation under Section 1 shall terminate at the expiration of the Contract or by the mutual written agreement of the parties that subsequent communications and activities shall not be governed by this Agreement. However, the confidentiality and nondisclosure obligation under Section 1 as it pertains to any and all Confidential Information heard, viewed, or otherwise received prior to the termination of this agreement shall continue in perpetuity, except as limited in 4 above.

6. **Property Rights.** Nothing in this Agreement shall be construed to grant a party any license or any other right to any of the other party's intellectual property, and nothing herein shall obligate the either party to enter into any further agreements with the other party.

7. **Remedy.** Vendor and Company agree that a breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage for which there will be no adequate remedy at law, and either party shall be entitled, without limitation, to injunctive relief or a decree for specific performance, or both, and any such other relief as may be proper.

8. **Amendment.** This Agreement may only be amended by a written instrument duly executed by both parties. No waiver of any provision of this Agreement shall be effective unless it is duly executed by the party whose rights are being waived. No waiver with respect to any one occurrence, action, or inaction, similar or otherwise.

9. **Assignment.** This Agreement shall be binding on and inure to the benefit of any partner, subsidiary, affiliate, successor or assign of either party participating in the evaluation of the subject matter, as if a party of this Agreement.

10. **Choice of Law.** This Agreement shall be governed by the laws of the State of California, and any controversy or claim arising out of this Agreement shall be adjudicated in a court of competent jurisdiction therein. The prevailing party shall recover from the other party its costs, including reasonable attorney fees. Costs of the arbitration will initially be shared equally, but the prevailing party will be entitled to recover arbitration fees paid by it from the other party.

11. **Severability.** Should any provisions of this Agreement be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.

12. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the Confidential Information which Vendor may encounter in the course of Vendor's work under the Contract and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. 1.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies of the same shall be treated as originals.

**IN WITNESS WHEREOF**, the parties have executed this Confidentiality and Nondisclosure Agreement as of the date and year last below written.

City of Bell  
Vendor

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

Its: \_\_\_\_\_

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

The Salvation Army, a California corporation

By: JOHN \_\_\_\_\_

Its: SECRETARY, TERRY HUGHES \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

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

Exhibit AA  
Qualified Service Organization Agreement

This Qualified Service Organization Agreement (QSOA) is made by and between The Salvation Army, a California corporation, (Company) and the City of Bell, a California Municipal Corporation (Vendor).

**WHEREAS**, Company has engaged or intends to engage Vendor's services under a separate contract (the Contract); and

**WHEREAS**, Company has reason to believe that in the course of Vendor's work under the Contract, Vendor may have access to information related that would identify a client of any one of Company's programs as an alcohol or drug abuser either directly, by reference to other publicly available information, or through verification of such an identification by another person;

**WHEREAS**, such information may be covered by the restrictions in Title 42, Chapter 1, Subchapter A, Part 2, of the Code of Federal Regulations (Covered Information).

**NOW, THEREFORE**, in consideration of the above premises and commitments contained herein, it is hereby agreed that:

1. Vendor hereby acknowledges that in the course of providing professional services under the Contract, if it receives, stores, processes, or otherwise deals with any Covered Information, Vendor is fully bound by the restrictions set forth in 42 CFR §§ 2.1 - 2.67. Company can provide a copy of these regulations on request.
2. Vendor agrees that, if necessary, Vendor will resist in judicial proceedings any efforts to obtain access to Covered Information except as permitted by the regulations described above.
3. Vendor's obligation in this Exhibit A shall continue to the extent required by the regulations described above.
4. This QSOA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies of the same shall be treated as originals.

**IN WITNESS WHEREOF**, the parties have executed this Qualified Service Organization Agreement as of the date and year last below written.

City of Bell  
Vendor

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

Its: \_\_\_\_\_

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

The Salvation Army, a California corporation

By: JOHNS

Its: SECRETARY, TERRY HUGHES

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

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

**Exhibit BB**  
**Business Associate Agreement**

This Business Associate Agreement (BAA) is made by and between The Salvation Army, a California corporation, (Company or Covered Entity) and the City of Bell, a California Municipal Corporation (Vendor or Business Associate).

**WHEREAS**, Vendor has engaged or intends to engage Company's services under a separate contract (the Contract); and

**WHEREAS**, Company has reason to believe that in the course of Vendor's work under the Contract, Vendor may have access to information related to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and

**WHEREAS**, Company and Vendor wish to meet their respective obligations, to the extent applicable, under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and more specifically under the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E (the Privacy Rule).

**NOW, THEREFORE**, in consideration of the above premises and commitments contained herein, Covered Entity and Business Associate agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
  - a. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. A reference in this BAA to a section in the Privacy Rule means the section as in effect or as amended
  - b. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
  - c. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  - d. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
  - e. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
2. **Obligations and Activities of Business Associate.**
  - a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the BAA or as Required By Law. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information and agrees to report to Covered Entity, within twenty-four (24) hours, any use or disclosure of Protected Health Information not permitted or required by this BAA of which it becomes aware.
  - b. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

- c. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information. However, in no instance may Business Associate engage an agent or subcontractor without the prior written approval of Covered Entity, such approval shall be in the sole discretion of the Covered Entity. Business Associate agrees to ensure that any and all employees of Business Associate agree to adhere to the restrictions and conditions that apply through this BAA to Business Associate.
  - d. If Business Associate creates, receives, maintains, or transmits electronic Protected Health Information during the course of its work as Vendor under the Contract, then Business Associate agrees to implement administrative, physical, and technical safeguards to protect the confidentiality of the information. Business Associate also agrees to ensure that its agents, including subcontractors, to whom it provides the information, agree to implement safeguards to protect it. However, in no instance may Business Associate engage an agent or subcontractor without the prior written approval of Covered Entity, such approval shall be in the sole discretion of the Covered Entity. Business Associate agrees to report to Covered Entity, within twenty-four (24) hours, any security irregularity, breach, or similar incident of which it becomes aware.
  - e. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity on five (5) days' written notice, or to the Secretary at a time and in a manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
  - f. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures, as well as its policies and procedures related to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
  - g. Business Associate agrees to provide to Covered Entity or an Individual, on five (5) days' written notice, information received or created in the scope of Business Associate's work as Vendor under the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as may be permitted or required in the Contract, this BAA, or otherwise required by law, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
4. **Obligations of Covered Entity.**
- a. Covered Entity shall notify Business Associate of any changes to the Privacy Rule, or the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), more broadly, to the extent which they may affect Business Associate's or Company's obligations under this BAA.
  - b. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

- c. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

**5. Term and Termination.**

- a. **Term.** The Term of this Agreement shall be effective as of the date last below written and shall terminate on the later of the date on which
  - i. All of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section; or
  - ii. The Contract is terminated or expires.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BAA and the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - ii. Immediately terminate this BAA and the Contract if Business Associate has breached a material term of this BAA and cure is not possible; or
  - iii. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- c. **Effect of Termination.**
  - i. Except as provided in paragraph (ii) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon five (5) days' written notice that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

- 6. Indemnity.** Business Associate shall indemnify and defend Covered Entity, including its officers, directors, employees, agents, and volunteers, and hold it and them harmless against any and all claims, actions, suits, fines, penalties, judgments, liabilities or costs of any kind, including attorney's fees and other litigation expenses, for any injury or damage to any person or property whatsoever arising out of a breach of security of the Protected Health Information involved in Business Associate's scope of work under the Contract.

- 7. Amendment.** Business Associate agrees to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

8. **Interpretation.** Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy Rule.
9. **No Third Party Beneficiaries.** Nothing in this BAA shall be construed to confer upon any person other than Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
10. **Survival.** Sections 1, 5(c), 6, 8, 9, and 10 of this Agreement shall survive the termination of this BAA.
11. **Counterparts.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies of the same shall be treated as originals.
12. **Notice.** Notice required under this BAA shall be made by United States Mail, express courier, or facsimile to following persons, at the given addresses and numbers:

If to Covered Entity:

The Salvation Army  
30840 Hawthorne Blvd.  
Rancho Palos Verdes, CA 90275  
Attn: Legal Department

If to Business Associate:

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Attn: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Business Associate Agreement as of the date and year last below written.

City of Bell  
Vendor

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

Its: \_\_\_\_\_

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

The Salvation Army, a California corporation

By: JOH \_\_\_\_\_

Its: SECRETARY TERRY HUGHES \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

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

## CONSENT TO RELEASE INFORMATION TO A THIRD PARTY FROM THE SALVATION ARMY ("TSA")

### CONFIDENTIALITY STATEMENT

As a client or former client of a TSA program, you must give TSA written permission before it will discuss or otherwise exchange your information in writing with a third party (e.g., a probation/parole officer, lawyer, relative, agency, etc.), including the mere confirmation of whether you participated in a TSA program. You may request a review of your counseling or other records with a staff person at a reasonable time. However, the confidential information of other individuals may not be reviewed absent their written consent on a form like this one. In order to provide you the best service, TSA may internally exchange information between its different components on a need-to-know basis. Under all circumstances, your confidentiality will be respected and guarded.

This notice and consent-to-release form describes how mental-health, substance abuse-related, and other information about you may be used and disclosed and how you can obtain access to such information. Please review it carefully.

**NOTICE TO AGENCY OR INDIVIDUAL RECEIVING CONFIDENTIAL INFORMATION:** This information has been disclosed to you from records that may be protected by federal and state confidentiality rules (e.g., those codified at 42 C.F.R. part 2, those of the Health Insurance Portability and Accountability Act ("HIPAA"), or other applicable laws and regulations). Generally, the federal and state rules prohibit you from further disclosing this information unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by applicable laws and regulations. A general authorization for the release of medical or other information is NOT sufficient for that purpose. The federal rules restrict any use of the information to criminally investigate or prosecute any patient being treated for alcohol or substance abuse.

### CLIENT'S RELEASE OF CONFIDENTIAL INFORMATION

Your records are considered confidential and may be protected by federal law and regulations. They will not be released to other individuals or agencies without your written consent, which you are providing through this form. However, certain information protected by 42 C.F.R. part 2 may be released without your authorization under the following circumstances: 1) Upon TSA's receipt of a legitimate court order; 2) to medical personnel in a medical emergency; 3) to qualified personnel for research, audit, or program evaluation; 4) if you threaten or commit a crime on the program premises or against TSA personnel; 5) if there is evidence to suggest child abuse or neglect, or risk of harm to a child; 6) if you pose a threat of serious harm to self or to others; 7) if necessary to provide a counseling-related service, TSA staff may internally share your information with other TSA staff, strictly on a need-to-know basis; and 8) if there is a Qualified Service Organization Agreement ("QSOA") in effect for a specific service, e.g., laboratory or medical services. Violation of certain confidentiality rules is a crime and may be reported to TSA. Please ask TSA staff for help if you are concerned or need assistance understanding any part of this form.

### EACH SECTION MUST BE COMPLETED

- I. I, \_\_\_\_\_, hereby knowingly and voluntarily consent to and authorize the release of information from my records as specified below.
- II. The information may be exchanged between the following persons/organizations:  
Name of Facility: The Salvation Army, at its Bell Shelter  
Address: 5600 Rickenbacker Rd., Bldg. 2A/B, Bell, CA 90201  
and  
Name of Individual, Agency, or Facility: \_\_\_\_\_  
Address: \_\_\_\_\_
- III. These persons/organizations may communicate regarding and disclose to each other the following information related to me:
- |   |  |
|---|--|
| <input type="checkbox"/> Program attendance and compliance          | <input type="checkbox"/> Counseling records (except mental-health notes) |
| <input type="checkbox"/> Progress toward counseling goals           | <input type="checkbox"/> Behavioral Health Assessment summary            |
| <input type="checkbox"/> Recommendations for future case management | <input type="checkbox"/> Medical referral                                |
| <input type="checkbox"/> Contact information                        | <input type="checkbox"/> Other (be specific): _____                      |
- The information to be released may be released: ☐ in writing ☐ verbally ☐ electronically
- IV. The purpose of or need for this disclosure is: \_\_\_\_\_
- ☐ The Salvation Army is making an internal referral between its own units/components.
- V. I understand that I may revoke this authorization at any time, except to the extent that action has already been taken in reliance upon it. This authorization must be revoked in writing for data protected under HIPAA but may be revoked orally for data protected under 42 C.F.R. part 2. One of the persons/organizations to which information is being released can provide you with a form for revoking your consent, if applicable. If this authorization is not specifically revoked earlier, it will terminate after:
- ☐ 60 days      ☐ 90 days      ☐ One year from date of signature      ☐ when my last program session is complete
- VI. I understand that I might be denied services if I refuse to consent to a disclosure for purposes of treatment, payment, or healthcare operations, if permitted by law. I will not be denied services if I refuse to consent to a disclosure for other purposes.
- VII. I have reviewed the guidelines above regarding confidentiality and have received a copy of this document.

Signature of Client \_\_\_\_\_

Date \_\_\_\_\_



## ATTACHMENT "C"

## ATTACHMENT "C"

	LCA1	LCA1 Avg Stay In Days	ELA	ELA Avg Stay in Days	Total Program	Tot. Prog. Avg Stay in Days
Total Clients	111		21		132	
Total Service Days	7130	64	1048	50	8178	62
Current Residents as of 3/27/23	30		6		36	

LCA1 Housed Exits	Clients Housed by Type	% of LCA1 Total	Avg Stay in Days
Interim Housing	10	9.01%	153
Permanent Housing	2	1.80%	15
Temporary Housing	3	2.70%	62
Sober Living Home	1	0.90%	48
DMH Bed Exit	1	0.90%	35

LCA1 Total Housed Exits	17	15.32%
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LCA1 Other Exits	Clients Exited by Type	% of LCA1 Total	Avg Stay in Days
AWOL	40	36.04%	33
TAV	8	7.21%	47
VC	5	4.50%	17
VPR	8	7.21%	36
NEE	1	0.90%	28
No Participation	1	0.90%	114

LCA1 Total Non-Housed Exits	63	56.76%
-----------------------------	----	--------

LCA1 Population	Current Clients	% of LCA1 Total	Avg Stay in Days
Current Residents as of 3/27/23	30	27.03%	100

LCA1 Referrals	
AFH (American Family Housing)	1
City	12
HYC (Helpline Youth Counseling)	3
ICV (Inner City Visions)	5
LAHSA HET (Homeless Engagement Team)	11
LAHSA HOST	6
MDT (Homeless Multidisciplinary Team)	1
PATH (People Assisting the Homeless)	2
Pennylane	1
Police	10
Salvation Army	1

Client Count by LCA1 City	Total	AWOL	TAV	VC	VPR	NEE	IH	PH	TH	SLH	DMH	Current as of 3/27/23	% of Total Clients	
Bell	13		8	1	0	1	0	1	0	0	0	0	3	12%
Bell Gardens	12		4	0	0	0	0	2	0	1	0	0	1	11%
Commerce	20		5	3	1	2	0	2	0	0	1	0	7	18%
Cudahy	4		1	0	0	0	0	2	0	0	0	0	1	4%
Huntington Park	15		3	0	1	1	0	1	1	1	0	1	6	14%
Maywood	9		3	1	0	0	0	1	0	1	0	0	3	8%
South Gate	27		15	1	1	3	0	0	1	0	0	0	7	24%
Vernon	11		2	3	1	1	1	1	0	0	0	0	2	10%

Client ID	Referral Date	Exit Date	Exit Code	Service Days	Referral Ager	Gender	Age 18-29	Age 30-49	Age 50-64	Age 65+
HP1	7/20/2022	2/1/2023	IH	196	ICV	M	X			
HP2	12/10/2022	12/20/2022	VPR	10		M	X			
HP3	8/24/2022	9/9/2022	Voluntary Exit	16	ICV	M			X	
HP4	7/20/2022	12/7/2022	TH	140	ICV	F	X			
HP5	11/11/2022	0/0/00	Current	136	ICV	M				X
HP6	10/25/2022	12/14/2022	AWOL	50		F		X		
HP7	7/13/2022	8/17/2022	DMH	35	ICV	F		X		
HP8	1/5/2023	2/3/2023	AWOL	29		M		X		
HP9	1/4/2023	0/0/00	Current	82		M				X
HP10	1/5/2023	1/26/2023	PH	21		F		X		
HP11	1/19/2023	0/0/00	Current	67		M		X		
HP12	1/30/2023	0/0/00	Current	56		M			X	
HP13	2/16/2023	2/24/2023	AWOL	8		M		X		
HP14	2/24/2023	0/0/00	Current	31		M			X	
HP15	3/23/2023	0/0/00	Current	4		M		X		
				881						

AWOL	Absent without Leave
D	Deceased
DSDC	Distribution or Sale of Alcohol or Drugs on Campus
DPT	Deported to Country of Origin
DT	Drug and Alcohol Treatment Program
DV	Domestic Violence Shelter
ESH	Emergency Shelter (Crisis Shelter, Winter Housing)
IH	Interim Housing (Bridge, IHP or DMH)
J	Jail, Arrested, Prison
LTC	Longer Care Facility, Nursing Home, Assisted Living Facility
NCC	Non Compliant with COVID Regulation(s)
NE	Not Eligible - Sex Offender - Arsonist
NEE	Not Eligible for Extension
NHLP	Needs a Higher Level of Care (physical health, hospitalized, recuperative care)
O	Owe's Program Fees/Savings
PH	Permanent Housing
PSHL	Needs a Higher Level of Mental Health Care (suicidal, psychiatric hospital)
SL	Sober Living
SM	Sexual Misconduct (sex harassment, fondling, exposing themselves, etc.)
T	Theft
TAV	Terrorist Threats, Threats or Act of Violence
TH	Transitional Housing
UADC	Using Alcohol or Drugs on Campus
VCO	Voluntary Checked Out
VPR	Violation of Program Rules and Policies
Z	Must Consult with Program Manager - min of 2 year restriction from returning

LAHSA  
 LAHSA HET  
 PD  
 City  
 HYC  
 HSL  
 LAHSA HOST  
 PATH  
 Pennylane  
 HYC - Substance  
 ICV  
 DMH  
 SA Bell

ITEM 10



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

June 20, 2023

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING  
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)**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt a Resolution, 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).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

CR&R Incorporated, was the City's residential and commercial waste hauler. As required by the City's franchise agreement with CR&R and in accordance with Section 6-2.112 of the City of Huntington Park Municipal Code, CR&R has provided a list of delinquent residential and commercial accounts for the purpose of debt collection. Collection of delinquent accounts, including all applicable fees and penalties, is accomplished through the Los Angeles County Auditor-Controller's Office via the annual property tax roll.

The Los Angeles County Auditor-Controller's Office requires a City Council resolution to be adopted annually to document the service assessments to be levied upon each real property parcel and to inform the Auditor-Controller of the City's intent to collect delinquent fees associated with trash accounts via the tax roll. Absent this action, the City would be unable to collect the annual delinquent charges for the given year.

**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)**

June 20, 2023

Page 2 of 3

As required by law, the City publicized the public hearing in the June 9, 2023, edition of the Press Telegram.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The City's franchise agreement with the former waste hauler provides for municipal solid waste and recycling collection, transport, and disposal services ("Refuse Disposal Service") to residential and commercial properties in the City. Residential and operating businesses are required to have Refuse Disposal Service and each property owner of a residential and commercial property is ultimately responsible for the payment of charges for service provided. In the event that the Refuse Disposal Service charge billed by the City's waste hauler is not paid, the provisions of California Health and Safety Code Section 5473a and Section 6-2.112 of the City of Huntington Park Municipal Code authorize the City to collect the delinquent Refuse Disposal Service charges from the owners of the residential and commercial properties shown on the property tax roll after notice is given and a public hearing is held by the Huntington Park City Council.

**FISCAL IMPACT/FINANCING**

Upon receipt of monies from the Los Angeles County Auditor-Collector, the City will remit payment to CR&R equal to the actual amount recovered less ten percent (10%), in accordance with Section 6-2.112 of the City of Huntington Park Municipal Code to cover the City's cost in the collection of the delinquent fees. The City will also receive payment of the franchise fee from CR&R for the amount of delinquent fees received via the County tax roll.

**CONCLUSION**

Upon adoption of the attached Resolution, staff will proceed to coordinate with the County and place the subject assessments on the County's Tax Roll for Fiscal Year 2023-2024.

Respectfully submitted,



**RICARDO REYES**  
City Manager

**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)**

June 20, 2023

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John Herrera  
Interim Director of Finance & Administrative Services

**ATTACHMENT(S)**

- A. Resolution 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)
- B. Notice of Public Hearing – Proof of Publication



# ATTACHMENT "A"

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**WHEREAS, Section 38790.1** of the Government Code of the State of California authorizes cities to collect delinquent refuse fees via a special assessment to be collected with county taxes; and

**WHEREAS**, pursuant to Sections 25831 and 38790.1 of the Government Code of the State of California, notice was provided to all delinquent account holders of the Public Hearing; and

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

**SECTION 2.** The City Clerk shall certify to the adoption of this Resolution.

Marilyn Sanabria, Mayor

Eduardo Sarmiento, City Clerk

**Exhibit A**  
**City of Huntington Park**  
**Fiscal Year 2022-23 CR R Inc.**  
**List of Delinquent Refuse Disposal Accounts**

PARCEL #	NAME	ADDRESS	BALANCE	CITY FEE	TOTAL DUE
6322-017-006	RECYCLE TRACK SYSTEMS	6714 PACIFIC BLVD	\$ 6,254.64	\$ 625.46	\$ 6,880.10
6321-007-031	JERRY SOLOMAN ENTERPRISES	2001 BELGRAVE AVE 1	\$ 3,910.69	\$ 391.07	\$ 4,301.76
6321-023-004	PAULINA LASS	6714 SANTA FE AVE	\$ 2,235.31	\$ 223.53	\$ 2,458.84
6309-007-016	JM IRON WORKS	2414 E 57TH ST	\$ 2,234.67	\$ 223.47	\$ 2,458.14
6323-014-010	MODERN GLASS & MIRROR WOR	3046 E GAGE AVE	\$ 2,201.71	\$ 220.17	\$ 2,421.88
6321-007-031	HPC	2001 BELGRAVE AVE 2	\$ 1,958.38	\$ 195.84	\$ 2,154.22
6321-002-004	GOODNESS 4 LIFE	2100-2148 SLAUSON AVE	\$ 948.50	\$ 94.85	\$ 1,043.35
6309-002-013	JAESCO MANUFACTURING	2416 E 52ND ST #C	\$ 917.44	\$ 91.74	\$ 1,009.18
6309-004-018	GENESIS THE FACTORY INC	2418 E 54TH ST	\$ 125.34	\$ 12.53	\$ 137.87
6309-004-005	B D & G SANDBLASTING	2435 E 55TH ST	\$ 375.60	\$ 37.56	\$ 413.16
6309-007-012	SOUL CHANGE	2444 E 57TH ST	\$ 190.62	\$ 19.06	\$ 209.68
6309-007-005	DUO DIGITAL PRINTS	2455 E 58TH ST	\$ 190.62	\$ 19.06	\$ 209.68
6309-007-003	TRIGAL INC/ OFELIA MARTINEZ	2463 E 58TH ST	\$ 905.11	\$ 90.51	\$ 995.62
6321-003-057	SOUTH GATE SUNROOFS	2466 E SLAUSON AVE	\$ 747.15	\$ 74.72	\$ 821.87
6309-007-001	HP TIRES & WHEELS CO	2469 E 58TH ST	\$ 747.15	\$ 74.72	\$ 821.87
6309-013-020	RODRIGUEZ FASHION INC	2509 E 56TH ST	\$ 1,595.46	\$ 159.55	\$ 1,755.01
6309-013-020	DREAMS TRIM & BINDING	2539 E 56TH ST	\$ 153.02	\$ 15.30	\$ 168.32
6320-030-001	BARBER PARLIA	2610 CLARENDON AVE	\$ 720.34	\$ 72.03	\$ 792.37
6322-024-001	LUXURY FORMAL WEAR	2610 SATURN AVE	\$ 63.73	\$ 6.37	\$ 70.10
6322-024-001	SITA THREADING STUDIO	2614 SATURN AVE	\$ 195.90	\$ 19.59	\$ 215.49
6322-025-020	LET ME SQUEEZE BIONICOS & JUIC	2671 E FLORENCE AVE	\$ 502.32	\$ 50.23	\$ 552.55
6322-007-001	LA REINA DE MICHOACAN	2758 E GAGE AVE	\$ 958.06	\$ 95.81	\$ 1,053.87
6322-033-011	JACQUELINE CORTEZ	2857 E FLORENCE AVE	\$ 607.49	\$ 60.75	\$ 668.24
6322-033-011	FREDDY BARBER SHOP & BEAUTY SA	2859 E FLORENCE AVE	\$ 748.55	\$ 74.86	\$ 823.41
6322-033-011	FAMILY THRIFT STORE	2861 E FLORENCE AVE	\$ 627.90	\$ 62.79	\$ 690.69
6319-002-025	GLAMOUR LAND	2867 #C E GAGE AVE	\$ 328.08	\$ 32.81	\$ 360.89
6322-033-017	MEG FINANCIAL SERVICES	2885 E FLORENCE AVE	\$ 714.03	\$ 71.40	\$ 785.43
6319-001-010	LA FORTUNA DISCOUNT	2898 RANDOLPH ST	\$ 701.24	\$ 70.12	\$ 771.36
6212-002-018	RUBEN VILLEGAS	3028 E FLORENCE AVE	\$ 516.44	\$ 51.64	\$ 568.08
6310-018-018	RSNA STAPLES 1367	3090 SLAUSON AVE	\$ 15.88	\$ 1.59	\$ 17.47
6323-001-035	RUIZ FURNITURE	3246 E GAGE AVE	\$ 151.16	\$ 15.12	\$ 166.28
6319-021-033	ELIAS IBARRA	3342 BENEDICT WAY	\$ 184.24	\$ 18.42	\$ 202.66
6309-012-003	KSB ORTHOPEDIC MEDICAL GROUP	5421 PACIFIC BLVD	\$ 800.33	\$ 80.03	\$ 880.36
6310-015-023	RFS INVESTMENTS	5608 SOTO ST UNIT# 1	\$ 563.24	\$ 56.32	\$ 619.56
6009-031-002	URIBE'S CUTTING ROOM	5922 WILMINGTON AVE	\$ 1,887.39	\$ 188.74	\$ 2,076.13
6320-006-016	ANN M RIOS	5931 1/2 STAFFORD AVE	\$ 158.16	\$ 15.82	\$ 173.98
6320-024-012	GYLMAR HERNANDEZ	6103 A TEMPLETON ST #A	\$ 212.64	\$ 21.26	\$ 233.90
6320-020-019	DORIA FURNITURE & MATRESSES	6121 PACIFIC BLVD	\$ 608.36	\$ 60.84	\$ 669.20
6320-020-020	LOLY'S BRIDAL	6133 PACIFIC BLVD	\$ 747.15	\$ 74.72	\$ 821.87
6320-020-020	DINOS CHICKEN & BURGER	6135 PACIFIC BLVD	\$ 47.16	\$ 4.72	\$ 51.88
6319-008-006	FNF GARMENT SEW	6155 MAYWOOD AVE	\$ 643.89	\$ 64.39	\$ 708.28
6320-020-024	PATRICIA ESPARZA	6209 PACIFIC BLVD	\$ 618.30	\$ 61.83	\$ 680.13
6321-012-025	GUSTAVO DA SILVA	6215 MIDDLETON ST	\$ 2,032.94	\$ 203.29	\$ 2,236.23
6319-021-001	THE FITNESS ARMORY INC	6234 BISSELL PL	\$ 1,931.52	\$ 193.15	\$ 2,124.67
6320-030-001	MORACOMP	6304 PACIFIC BLVD	\$ 671.98	\$ 67.20	\$ 739.18

**Exhibit A**  
**City of Huntington Park**  
**Fiscal Year 2022-23 CR R Inc.**  
**List of Delinquent Refuse Disposal Accounts**

6320-030-001	YERBERITO	6306 PACIFIC BLVD	\$ 368.77	\$ 36.88	\$ 405.65
6321-016-008	AVELINO VALDEZ	6312 1/2 COTTAGE ST	\$ 144.96	\$ 14.50	\$ 159.46
6320-030-002	MORACOMP COMPUTERS	6314 PACIFIC BLVD	\$ 738.28	\$ 73.83	\$ 812.11
6321-013-032	LA RAMADA RESTAURANT	6330 SANTA FE AVE	\$ 276.98	\$ 27.70	\$ 304.68
6319-014-018	GUSTAVO LLAMAS	6337-6339 HOOD AVE	\$ 68.96	\$ 6.90	\$ 75.86
6320-031-015	SJT ELECTRONICS LLC	6349 PACIFIC BLVD	\$ 533.53	\$ 53.35	\$ 586.88
6322-005-001	KIPP LA SCHOOLS - COMIENZ	6410 RITA AVE	\$ 811.56	\$ 81.16	\$ 892.72
6321-022-044	SUMMIT TEAM INC	6416 SANTA FE AVE	\$ 419.73	\$ 41.97	\$ 461.70
6321-020-022	HELIA TORRES	6425 1/2 MARBRISA AVE	\$ 197.41	\$ 19.74	\$ 217.15
6322-018-017	MEMO'S CREATIONS	6623 PACIFIC BLVD	\$ 967.94	\$ 96.79	\$ 1,064.73
6322-017-005	PALACIOS PHOTOGRAPHY	6704 PACIFIC BLVD	\$ 738.28	\$ 73.83	\$ 812.11
6323-012-072	GUILLERMO A MAGALLON	6706 1/2 HOOD AVE	\$ 143.96	\$ 14.40	\$ 158.36
6323-011-023	JORGE VACA	6709 PACIFIC BLVD	\$ 195.86	\$ 19.59	\$ 215.45
6322-018-024	DON COLLECTION	6813 PACIFIC BLVD #A	\$ 645.80	\$ 64.58	\$ 710.38
6322-018-024	VILLALOBOS FOOTWEAR	6815 PACIFIC BLVD	\$ 747.83	\$ 74.78	\$ 822.61
6322-017-029	GCC PROFESSIONAL SERVICES LLC	6820 PACIFIC BLVD 205	\$ 260.58	\$ 26.06	\$ 286.64
6322-017-012	PARANA INC	6824 PACIFIC BLVD	\$ 2,073.69	\$ 207.37	\$ 2,281.06
6322-018-025	6821-6825 LLC	6825 PACIFIC BLVD	\$ 386.31	\$ 38.63	\$ 424.94
6322-024-003	LUISME COUTURE	6916 PACIFIC BLVD	\$ 416.77	\$ 41.68	\$ 458.45
6322-024-028	LANDY'S ARTS & CRAFTS SUPPLE	7020 PACIFIC BLVD	\$ 328.08	\$ 32.81	\$ 360.89
6322-023-022	VICTORIAS BRIDAL INC	7029 PACIFIC BLVD	\$ 1,205.74	\$ 120.57	\$ 1,326.31
6323-025-043	LLS DEVELOPMENT LLC	7030 BENSON ST	\$ 187.80	\$ 18.78	\$ 206.58
6322-024-031	EMILY'S BRIDAL SALON INC	7102 PACIFIC BLVD	\$ 1,732.51	\$ 173.25	\$ 1,905.76
6322-024-034	NUTRITION& MORE #3	7122 PACIFIC BLVD	\$ 129.22	\$ 12.92	\$ 142.14
6322-024-034	MIA'S BOUTIQUE	7124 PACIFIC BLVD	\$ 738.28	\$ 73.83	\$ 812.11
6322-023-026	SAZON LLC	7127 PACIFIC BLVD	\$ 1,767.64	\$ 176.76	\$ 1,944.40
6322-023-027	LYZY'S FASHION	7131 PACIFIC BLVD	\$ 645.80	\$ 64.58	\$ 710.38
6320-030-033	JEFF KERN	6330 PACIFIC BLVD	\$ 8,552.75	\$ 855.28	\$ 9,408.03
6309-013-012	TMS CUTTING & FUSING INC	2501 E 56TH ST	\$ 404.19	\$ 40.42	\$ 444.61
6322-007-019	CALIQUEENS WHOLESALE	2780 E GAGE AVE	\$ 1,308.07	\$ 130.81	\$ 1,438.88
6213-019-005	LAURA ALCALA	3317 OLIVE ST	\$ 27.93	\$ 2.79	\$ 30.72
6318-013-003	RESIDENT	3614 E 59TH PL	\$ 40.22	\$ 4.02	\$ 44.24
6319-004-017	YALAMANCHILI PAVANI	6323 MARCONI ST	\$ 225.35	\$ 22.54	\$ 247.89
6318-015-027	MIGUEL GOMEZ	3531 E 61ST ST	\$ 130.58	\$ 13.06	\$ 143.64
6320-019-008	MARY BRIONES	6130 MALABAR ST A-C	\$ 751.40	\$ 75.14	\$ 826.54
6212-002-053	FLORENCE BUSINESS CENTER LLC	3006 E FLORENCE AVE	\$ 33.69	\$ 3.37	\$ 37.06
6322-025-021	PRECISION ORTHOTICS	7143 SEVILLE AVE	\$ 362.60	\$ 36.26	\$ 398.86
6321-031-031	JESUS HERRERA	7028 MARBRISA AVE	\$ 58.78	\$ 5.88	\$ 64.66
6009-038-027	SG CHASSIS COMPANY	6921 S ALAMEDA ST	\$ 853.81	\$ 85.38	\$ 939.19
6321-015-006	JORGE MARTINEZ	6324 ALBANY ST	\$ 192.56	\$ 19.26	\$ 211.82
6319-015-012	PUERTO DE LIBERTAD	3249 E GAGE AVE	\$ 1,203.16	\$ 120.32	\$ 1,323.48
6214-022-011	RUBI G. HERNANDEZ & MARK A.& P	3832 BROADWAY AVE	\$ 93.62	\$ 9.36	\$ 102.98
6320-026-022	JOSEFINA MENDEZ	6347 MILES AVE	\$ 27.96	\$ 2.80	\$ 30.76
6319-003-015	HECTOR BECERRA	6350 GENTRY ST	\$ 172.42	\$ 17.24	\$ 189.66
6214-023-023	MARTHA BARRERA	4073 CUDAHY ST	\$ 179.20	\$ 17.92	\$ 197.12
6324-035-046	ANGELICA ALVAREZ SERGIO PENA	6728 HOLLENBECK ST	\$ 291.99	\$ 29.20	\$ 321.19

**Exhibit A**  
**City of Huntington Park**  
**Fiscal Year 2022-23 CR R Inc.**  
**List of Delinquent Refuse Disposal Accounts**

6214-025-010	ROBERTO ARTURO LUIS & DEONCIO	3623 SANTA ANA ST	\$ 34.48	\$ 3.45	\$ 37.93
6214-002-013	CESAR LEYVA	3609 LIVE OAK ST	\$ 197.41	\$ 19.74	\$ 217.15
6309-015-014	MARIA G MEDINA	5718 MALABAR ST	\$ 91.99	\$ 9.20	\$ 101.19
6309-015-014	EMILIA AYALA	5718 MALABAR ST	\$ 34.48	\$ 3.45	\$ 37.93
6322-006-022	AMADO LOPEZ	6419 STAFFORD AVE	\$ 103.46	\$ 10.35	\$ 113.81
6323-004-015	JOHNOTHAN TORRERO	6811 MARCONI ST	\$ 69.96	\$ 7.00	\$ 76.96
6321-004-036	GENESIS COMPLETE AUTO REPAIR	6003 SANTA FE AVE	\$ 1,732.61	\$ 173.26	\$ 1,905.87
6319-021-033	AZUCENA CARILLO	6248 BISSELL ST	\$ 194.99	\$ 19.50	\$ 214.49
6322-012-008	MARIA ET AL MONTEZ	6702 TEMPLETON ST	\$ 194.99	\$ 19.50	\$ 214.49
6214-021-022	MARIA F AMAYA	3804 BROADWAY AVE	\$ 369.46	\$ 36.95	\$ 406.41
6319-017-015	FABIOLA BRICENO	6243 HOLLENBECK ST	\$ 66.96	\$ 6.70	\$ 73.66
6317-009-007	JUAN C VAZQUEZ	6163 RIVERSIDE AVE	\$ 172.42	\$ 17.24	\$ 189.66
6322-018-030	BEAUTIFUL COLLECTIONS	6725 PACIFIC BLVD	\$ 747.14	\$ 74.71	\$ 821.85
6213-032-025	VERONICA BARRAZA	3353 SANTA ANA ST	\$ 394.79	\$ 39.48	\$ 434.27
6213-017-019	JUAN HERNANDEZ	3401 GRAND AVE	\$ 194.99	\$ 19.50	\$ 214.49
6318-016-041	LAZARO & NATIVIDAD PEDRAJA	3515 E 61ST PL	\$ 330.91	\$ 33.09	\$ 364.00
6317-004-011	ALEZANDRA RODRIGUEZ	6052 FISHBURN AVE	\$ 602.79	\$ 60.28	\$ 663.07
6317-004-011	PABLO CARBALLO	6052 FISHBURN AVE #D	\$ 396.52	\$ 39.65	\$ 436.17
6317-004-011	GLENDA LOPEZ	6052 FISHBURN AVE #C	\$ 63.73	\$ 6.37	\$ 70.10
6322-021-020	JUDITH DOMINGUEZ	7029 MALABAR ST	\$ 1,059.04	\$ 105.90	\$ 1,164.94
6322-017-007	MAS SPORTSWEAR INC.	6722 PACIFIC BLVD	\$ 747.15	\$ 74.72	\$ 821.87
6322-005-009	CASH DENTAL CORPORATION	6438 RITA AVE	\$ 393.79	\$ 39.38	\$ 433.17
6322-004-003	STEPHANIES BRIDAL	6412 PACIFIC BLVD	\$ 747.15	\$ 74.72	\$ 821.87
6323-024-018	VICTOR Q CABRERA	3122 E GAGE AVE A&B	\$ 1,301.04	\$ 130.10	\$ 1,431.14
6214-018-015	MARIA DEL ROSARIO LUNA	3916 HILL ST	\$ 394.79	\$ 39.48	\$ 434.27
6323-011-022	HERMELINDA ORTEGA & JAVIER RIV	3220 ZOE AVE	\$ 287.92	\$ 28.79	\$ 316.71
6318-009-020	MARIA H DIAZ	6013 MAYWOOD AVE 10	\$ 197.41	\$ 19.74	\$ 217.15
6214-007-004	LUIS RODRIGUEZ	7668 CALIFORNIA AVE	\$ 187.06	\$ 18.71	\$ 205.77
6214-018-025	MONICA ESCOBAR	3833 BROADWAY AVE	\$ 97.49	\$ 9.75	\$ 107.24
6321-012-040	NORMA A & IVAN J HERNANDEZ	6202 SANTA FE AVE	\$ 287.92	\$ 28.79	\$ 316.71
6310-025-045	RHINO CAPITAL & INVESTMENT	3063 RANDOLPH ST	\$ 502.20	\$ 50.22	\$ 552.42
6213-016-001	LISANDRA DURAN-MARTINEZ	3240 HOPE ST	\$ 69.96	\$ 7.00	\$ 76.96
6213-011-020	JOSE G PORRAS	3377 FLOWER ST	\$ 46.14	\$ 4.61	\$ 50.75
6319-002-016	MARIA MORENO	6321 GENTRY ST	\$ 170.99	\$ 17.10	\$ 188.09
6317-010-018	LIBORIA ZAVALZA	4053 RANDOLPH ST	\$ 389.62	\$ 38.96	\$ 428.58
6323-006-004	IVAN PARRA	7131 MARCONI ST	\$ 43.11	\$ 4.31	\$ 47.42
6213-009-008	CESAR & EDITH ORDONEZ	3470 CALIFORNIA ST	\$ 12.10	\$ 1.21	\$ 13.31
6320-019-012	TRANSMISSION LA AUTO CENTER	2502 RANDOLPH ST	\$ 863.48	\$ 86.35	\$ 949.83
6318-011-016	GUSTAVO RAMOS	5922 MAYWOOD AVE	\$ 216.26	\$ 21.63	\$ 237.89
6312-025-025	OMAR LOPEZ	5915 FISHBURN AVE	\$ 295.64	\$ 29.56	\$ 325.20
6213-008-021	CARLOS GONZALEZ	3329 LIVE OAK ST	\$ 69.96	\$ 7.00	\$ 76.96
6310-024-001	HUMBERTO NAVEL	6001 STATE ST	\$ 53.51	\$ 5.35	\$ 58.86
6321-016-019	LAZARO REAL	6337 ALBANY ST	\$ 34.48	\$ 3.45	\$ 37.93
6320-015-016	CYNTHIA RIVERA	2515 RANDOLPH ST	\$ 2,184.40	\$ 218.44	\$ 2,402.84
6318-018-019	MARIA CABERRA	3727 RANDOLPH PL #A	\$ 197.41	\$ 19.74	\$ 217.15
6318-018-019	MARIA CABRERRA	3727 RANDOLPH PL #B	\$ 197.41	\$ 19.74	\$ 217.15

**Exhibit A**  
**City of Huntington Park**  
**Fiscal Year 2022-23 CR R Inc.**  
**List of Delinquent Refuse Disposal Accounts**

6318-018-019	MARCIA CABRERA	3727 RANDOLPH PL	\$ 172.42	\$ 17.24	\$ 189.66
6214-011-013	BERNARDO R ALCALA	3903 OLIVE ST	\$ 36.13	\$ 3.61	\$ 39.74
6322-003-017	EMELITAS BRIDAL	6515 PACIFIC BLVD 101	\$ 1,936.64	\$ 193.66	\$ 2,130.30
6309-022-017	LA TIENDITA MARKET	5512 PACIFIC BLVD	\$ 398.40	\$ 39.84	\$ 438.24
6309-014-025	EMJ BIAS SYSTEM	5621 PACIFIC BLVD	\$ 595.74	\$ 59.57	\$ 655.31
6318-013-013	PEDRO/JESUS RUIZ ROBLES	5967 LOMA VISTA AVE	\$ 302.43	\$ 30.24	\$ 332.67
6213-025-014	MARIA LUISA RIVERA	3250 HILL ST	\$ 34.48	\$ 3.45	\$ 37.93
6323-012-048	MARIA G ET AL GONZALEZ	6723 NEWELL ST	\$ 70.46	\$ 7.05	\$ 77.51
6309-023-009	EILEEN GRANADOS	2633 E 57TH ST	\$ 120.76	\$ 12.08	\$ 132.84
6319-018-012	OG'S AND EXOTICS	3271 E GAGE AVE	\$ 529.14	\$ 52.91	\$ 582.05
6319-018-012	CFK INVESTMENTS LLC	3271 E GAGE AVE	\$ 145.87	\$ 14.59	\$ 160.46
6312-025-022	ARLENE GARCIA	5914 OTIS AVE	\$ 260.91	\$ 26.09	\$ 287.00
6309-015-023	AURELIO GUTIERREZ	2540 E 57TH ST	\$ 65.87	\$ 6.59	\$ 72.46
6309-029-018	JOSE DELGADO	2808 E 58TH ST	\$ 194.99	\$ 19.50	\$ 214.49
6213-020-019	ARCELIA ARREDONDO	3353 OLIVE ST	\$ 186.98	\$ 18.70	\$ 205.68
6320-018-028	ADRIAN TARANGO	6203 MALABAR ST	\$ 2,116.56	\$ 211.66	\$ 2,328.22
6320-009-046	ALFREDO MORA	6004 TEMPLETON ST	\$ 50.75	\$ 5.08	\$ 55.83
6323-016-017	DAVID C GOMEZ	6815 CEDAR ST	\$ 167.40	\$ 16.74	\$ 184.14
6320-002-090	EDELMERIA ALVAREZ	2517 BELGRAVE AVE	\$ 182.46	\$ 18.25	\$ 200.71
6310-021-092	ALMA D CONTRERAS	2979 RANDOLPH ST	\$ 137.94	\$ 13.79	\$ 151.73
6318-009-028	MARIA L MARTINEZ	6017 MAYWOOD AVE	\$ 143.80	\$ 14.38	\$ 158.18
6318-018-012	CYNTHIA IDARRA	3639 RANDOLPH PL	\$ 394.79	\$ 39.48	\$ 434.27
6212-001-064	CVS/REPUBLIC SERVICES NATIONAL	3208 E FLORENCE AVE	\$ 18.12	\$ 1.81	\$ 19.93
6321-010-040	JONATHAN GARDUNO	2202 RANDOLPH ST	\$ 69.96	\$ 7.00	\$ 76.96
6214-020-021	ARACELY B LOPEZ	3612 BROADWAY AVE	\$ 140.96	\$ 14.10	\$ 155.06
6318-009-013	YASMIN GRACILIANO	6013 MAYWOOD AVE 016	\$ 94.96	\$ 9.50	\$ 104.46
6320-026-021	LUCIA AQUINO	6341 MILES AVE	\$ 193.45	\$ 19.35	\$ 212.80
6319-005-020	CRYSTAL CAR WASH	3003 E GAGE AVE	\$ 134.03	\$ 13.40	\$ 147.43
6320-028-022	ALEX CASTRO	6353 STAFFORD AVE	\$ 394.79	\$ 39.48	\$ 434.27
6320-010-075	ARTURO & DELIA BURQUEZ	6032 STAFFORD AVE	\$ 137.94	\$ 13.79	\$ 151.73
6321-031-014	CAMILO REYNAGA	2308 SATURN AVE	\$ 55.54	\$ 5.55	\$ 61.09
6319-016-004	ALBERTO ARAUZ	6218 HOOD AVE	\$ 394.79	\$ 39.48	\$ 434.27
6321-004-017	GAYNEL RADER	2315 RANDOLPH ST	\$ 747.31	\$ 74.73	\$ 822.04
6309-027-010	OSCAR A ORTIZ	2749 E 57TH ST	\$ 80.62	\$ 8.06	\$ 88.68
6323-024-019	MARICELA FLORES	3124 E GAGE AVE	\$ 1,148.12	\$ 114.81	\$ 1,262.93
6323-014-005	MARIA N CASTRO	6434 ARBUTUS AVE	\$ 45.97	\$ 4.60	\$ 50.57
6323-015-004	AARON CARRASCO	6617 STATE ST	\$ 162.92	\$ 16.29	\$ 179.21
6323-015-003	AARON N CARRASCO	6611 STATE ST	\$ 162.92	\$ 16.29	\$ 179.21
6309-008-002	H P USED AUTO PART	2461 E SLAUSON AVE	\$ 147.64	\$ 14.76	\$ 162.40
6319-014-006	JOSE SAGASTUME	6338 PLASKA AVE	\$ 182.46	\$ 18.25	\$ 200.71
6323-026-055	GONZALO C JIMENEZ	7116 STATE ST	\$ 177.75	\$ 17.78	\$ 195.53
6321-027-013	JOSE OROZCO	2132 ZOE AVE	\$ 134.80	\$ 13.48	\$ 148.28
6321-010-017	ARACELIA FLORES	6144 ALBANY ST	\$ 1,944.89	\$ 194.49	\$ 2,139.38
6214-014-007	SUSANA FARIAS	3825 HILL ST	\$ 224.08	\$ 22.41	\$ 246.49
6323-025-040	MINERVINO A JR ROJAS	7101 PLASKA AVE	\$ 69.96	\$ 7.00	\$ 76.96
6214-024-022	RODOLFO & MARIA GALLARDO CONTR	7901 SALT LAKE AVE	\$ 46.81	\$ 4.68	\$ 51.49

**Exhibit A**  
**City of Huntington Park**  
**Fiscal Year 2022-23 CR R Inc.**  
**List of Delinquent Refuse Disposal Accounts**

6213-016-008	CHRISTIAN AMEZCUA	3253 GRAND AVE	\$ 92.10	\$ 9.21	\$ 101.31
6318-017-016	MARY JO GRAY	3618 E 61ST PL	\$ 364.92	\$ 36.49	\$ 401.41
6318-017-015	MARY JO GRAY	3628 E 61ST PL	\$ 182.46	\$ 18.25	\$ 200.71
6324-036-003	DANIEL SOTELO	6713 HOLLENBECK ST	\$ 167.40	\$ 16.74	\$ 184.14
6322-016-013	ALEX ARREDONDO O.D.	2675 SATURN AVE	\$ 125.58	\$ 12.56	\$ 138.14
6214-024-020	HECTOR D RIOS REYES CHRISTIAN	4112 BROADWAY AVE	\$ 46.14	\$ 4.61	\$ 50.75
6320-007-026	RAUL GONZALEZ	5953 TEMPLETON ST	\$ 137.94	\$ 13.79	\$ 151.73
6319-010-012	REYNA'S BEAUTY SHOP & NAILS	3113 E GAGE AVE	\$ 63.73	\$ 6.37	\$ 70.10
6321-018-040	GILBERTO ANGELES GARCIA	6424 REGENT ST	\$ 167.40	\$ 16.74	\$ 184.14
6320-012-014	ANN MARIE RIOS	6013 SEVILLE AVE	\$ 1,848.90	\$ 184.89	\$ 2,033.79
6312-025-017	REFUFIO QUINONES CISNEROS MON	5928 OTIS AVE	\$ 13.40	\$ 1.34	\$ 14.74
6321-026-005	JESUS MALDONADO	2308 ZOE AVE	\$ 44.80	\$ 4.48	\$ 49.28
6317-006-015	DANIEL GUTIERREZ ROMERO	6061 OTIS AVE A	\$ 287.92	\$ 28.79	\$ 316.71
6323-016-022	DANIEL RIOS JR.	6810 ARBUTUS AVE	\$ 91.16	\$ 9.12	\$ 100.28
6322-002-110	BLANCA GALLARDO	6526 MALABAR ST	\$ 198.62	\$ 19.86	\$ 218.48
6322-006-011	MANUEL CAMARENA	6508 SEVILLE AVE	\$ 30.12	\$ 3.01	\$ 33.13
6322-007-001	LAS BRISAS DEL PACIFICO	2754 E GAGE AVE	\$ 1,576.94	\$ 157.69	\$ 1,734.63
6320-019-038	RUTH M OLIVA	6147 RUGBY AVE	\$ 34.48	\$ 3.45	\$ 37.93
6214-018-010	GABRIEL GUTIERREZ	4001 BROADWAY AVE	\$ 41.57	\$ 4.16	\$ 45.73
6212-002-024	RASPADO XPRESS	3052 E FLORENCE AVE	\$ 1,911.01	\$ 191.10	\$ 2,102.11
6321-016-003	JACINTO ET AL CASTOR	6336 COTTAGE ST	\$ 209.92	\$ 20.99	\$ 230.91
6321-034-010	MIRTALA ORELLANA	6110 SANTA FE AVE	\$ 172.42	\$ 17.24	\$ 189.66
6309-016-026	APC OUTLET	2519 E SLAUSON AVE	\$ 2,595.20	\$ 259.52	\$ 2,854.72
6318-015-031	JOSE FIGUEROA	3550 E 60TH PL	\$ 193.69	\$ 19.37	\$ 213.06
6318-015-010	RAFAEL PEREZ	3638 E 60TH PL	\$ 364.92	\$ 36.49	\$ 401.41
6320-019-004	CITY OF HUNTINGTON PARK	6200 MALABAR ST	\$ 215.12	\$ 21.51	\$ 236.63
6313-031-024	ANA L CASTRILLON	4315 E 60TH ST	\$ 69.96	\$ 7.00	\$ 76.96
6317-012-020	ELIAS & BLANCA VALDEZ	6114 OTIS AVE	\$ 68.96	\$ 6.90	\$ 75.86
6317-011-019	TERESITA ALBA	6114 GIFFORD AVE	\$ 592.43	\$ 59.24	\$ 651.67
6318-017-013	PEDRO MURILLO	3638 E 61ST PL	\$ 33.48	\$ 3.35	\$ 36.83
6320-027-024	RICARDO A. SANTIZO	2779 E GAGE AVE	\$ 66.96	\$ 6.70	\$ 73.66
6214-007-011	HENRY GRANADOS	3521 GRAND AVE	\$ 547.40	\$ 54.74	\$ 602.14
6320-026-010	MARTIN MELGOZA	6346 TEMPLETON ST	\$ 389.07	\$ 38.91	\$ 427.98
6319-003-011	SUSANA MUNOZ	6334 1/2 GENTRY ST	\$ 68.96	\$ 6.90	\$ 75.86
6320-032-011	RIGOBERTO JURADO	6350 MALABAR ST	\$ 172.42	\$ 17.24	\$ 189.66
6309-030-017	ALICIA BRIDAL	2801 E SLAUSON AVE A	\$ 645.80	\$ 64.58	\$ 710.38
6321-020-012	MIGUEL & ANA M SILVA	6520 ALBANY ST	\$ 68.96	\$ 6.90	\$ 75.86
6213-019-018	ROBERTO JIMENEZ	3247 OLIVE ST	\$ 182.46	\$ 18.25	\$ 200.71
6317-006-023	LUIS & IRMA CAMACHO	6072 GIFFORD AVE	\$ 172.42	\$ 17.24	\$ 189.66
6319-017-010	JESUS RIVERA	6306 NEWELL ST	\$ 336.60	\$ 33.66	\$ 370.26
6214-014-008	EDDY GARCIA	3829 HILL ST	\$ 137.94	\$ 13.79	\$ 151.73
6009-031-005	ISMAEL ESPINOZA	6200 WILMINGTON AVE	\$ 1,007.64	\$ 100.76	\$ 1,108.40
6214-013-012	ISAIAS G. NEVAREZ	3716 OLIVE ST	\$ 34.48	\$ 3.45	\$ 37.93
6322-004-031	DR. A. EBBIE SOROUDI M.D. M.S.	2621 ZOE AVE	\$ 2,275.03	\$ 227.50	\$ 2,502.53
6319-018-010	IN AND OUT SMOG TEST INC	6356 NEWELL ST	\$ 99.14	\$ 9.91	\$ 109.05
6214-011-005	JESSIE MARCIAL	7711 SALT LAKE AVE	\$ 34.48	\$ 3.45	\$ 37.93

**Exhibit A**  
**City of Huntington Park**  
**Fiscal Year 2022-23 CR R Inc.**  
**List of Delinquent Refuse Disposal Accounts**

6009-030-014	UHCC	5925 S ALAMEDA ST #B	\$ 1,622.58	\$ 162.26	\$ 1,784.84
6322-019-010	MARTIN RAMOS	6802 MALABAR ST	\$ 120.00	\$ 12.00	\$ 132.00
6214-027-026	JUAN M VASQUEZ	3932 CUDAHY ST	\$ 34.48	\$ 3.45	\$ 37.93
6322-017-009	FERNANDO O ROSALES PROFESSIONA	6800 PACIFIC BLVD	\$ 64.67	\$ 6.47	\$ 71.14
6322-033-020	MARIA PADILLA	7113 MOUNTAIN VIEW AVE	\$ 121.10	\$ 12.11	\$ 133.21
6319-015-008	FATIMA R MORALES	6350 HOOD AVE	\$ 172.42	\$ 17.24	\$ 189.66
6322-006-015	GUSTAVO DA SILVA	6528 SEVILLE AVE	\$ 3,313.70	\$ 331.37	\$ 3,645.07
6321-010-026	PANTALEON S HERNANDEZ	6131 MARBRISA AVE	\$ 68.96	\$ 6.90	\$ 75.86
6213-020-012	JERRY & VANESSA POTTS	3372 GRAND AVE	\$ 143.05	\$ 14.31	\$ 157.36
6212-001-019	PASCUAL TORRES	3153 WALNUT ST	\$ 34.48	\$ 3.45	\$ 37.93
6321-018-001	COLIMA GLASS	6405 REGENT ST	\$ 299.92	\$ 29.99	\$ 329.91
6322-023-031	WOW JEWELRY CO.	7115 PACIFIC BLVD	\$ 645.80	\$ 64.58	\$ 710.38
6309-015-025	ARMANDO D VILLASENOR	2550 E 57TH ST	\$ 287.92	\$ 28.79	\$ 316.71
6324-015-020	LAS CORONAS GRILL	3340 E GAGE AVE	\$ 2,418.58	\$ 241.86	\$ 2,660.44
6309-012-004	LITTLE TRATTORIA 25	5415 PACIFIC BLVD	\$ 257.63	\$ 25.76	\$ 283.39
6319-001-009	JESUS GONZALEZ	2894 RANDOLPH ST	\$ 853.81	\$ 85.38	\$ 939.19
6322-024-038	YATZIL BLUE BOUTIQUE	7110 PACIFIC BLVD	\$ 465.90	\$ 46.59	\$ 512.49
6213-032-023	MARIA A DE FRANCO	3332 CUDAHY ST	\$ 68.96	\$ 6.90	\$ 75.86
6319-019-013	MANUEL GARCIA	3309 E GAGE AVE	\$ 207.77	\$ 20.78	\$ 228.55
6321-020-022	NORMA FAJARDO	6425 MARBRISA AVE APT #B	\$ 183.97	\$ 18.40	\$ 202.37
6321-020-021	CARLOS GRIMALDO RLY 26 INVESTM	6421 MARBRISA AVE	\$ 344.84	\$ 34.48	\$ 379.32
6324-033-015	EAGLE RADIATOR SERVICE	3315 E FLORENCE AVE	\$ 645.80	\$ 64.58	\$ 710.38
6323-019-004	MARIA J TR RAMIREZ	7040 CEDAR ST	\$ 68.96	\$ 6.90	\$ 75.86
6320-010-051	JOSUE CANTU	6045 TEMPLETON ST	\$ 122.42	\$ 12.24	\$ 134.66
6322-002-046	HOAG PROPERTY MGMNT	6541 RUGBY AVE	\$ 11.27	\$ 1.13	\$ 12.40
6318-015-029	LUZ ENRIQUEZ	3523 E 61ST ST	\$ 76.51	\$ 7.65	\$ 84.16
6319-005-019	JUAN CARLOS RAMIREZ	6360 MARCONI ST	\$ 197.41	\$ 19.74	\$ 217.15
6321-018-015	ALEX & JOSEPHINE A HERNANDEZ	6531 COTTAGE ST A&B	\$ 103.46	\$ 10.35	\$ 113.81
6323-013-064	RAUL SANCHEZ	6923 PLASKA AVE	\$ 46.14	\$ 4.61	\$ 50.75
6213-018-019	MARISCOS EL LEVANTON	7651 CALIFORNIA AVE	\$ 3,752.67	\$ 375.27	\$ 4,127.94
6321-009-026	DEMETRIO & ARACELI E VARGAS	6127 ALBANY ST	\$ 172.42	\$ 17.24	\$ 189.66
6214-028-017	CARLOS MORALES	4027 SANTA ANA ST	\$ 182.46	\$ 18.25	\$ 200.71
6322-003-011	ELIZABETH BOTIQUE	6425 PACIFIC BLVD	\$ 570.92	\$ 57.09	\$ 628.01
6320-008-042	LIEU K PHAM	5914 TEMPLETON ST	\$ 72.42	\$ 7.24	\$ 79.66
6214-013-024	IRVING PACHECO	3808 OLIVE ST	\$ 143.96	\$ 14.40	\$ 158.36
6320-006-091	NANCY RODRIGUEZ	5945 STAFFORD AVE	\$ 197.64	\$ 19.76	\$ 217.40
6213-019-003	INGRID JEREZ	3312 GRAND AVE	\$ 143.96	\$ 14.40	\$ 158.36
6213-027-018	ELISEO & ROSA ESTRADA	3424 HILL ST	\$ 34.48	\$ 3.45	\$ 37.93
6322-012-002	ENGELBERTO & JOSE BARBA	2810 ZOE AVE	\$ 20.00	\$ 2.00	\$ 22.00
6320-020-024	ISIS BRIDALCOUTURE LLC	6211 PACIFIC BLVD	\$ 693.62	\$ 69.36	\$ 762.98
6323-012-065	RENE ZENDEJAS	6808 HOOD AVE	\$ 257.44	\$ 25.74	\$ 283.18
6321-012-004	ERNESTO & MARIA T RAMIREZ	6214 SANTA FE AVE	\$ 197.41	\$ 19.74	\$ 217.15
6321-012-004	ERNESTO & MARIA T RAMIREZ	6214 SANTA FE AVE A&B	\$ 172.42	\$ 17.24	\$ 189.66
6320-015-013	VALADEZ GONZALEZ ANA MARIA	2503 RANDOLPH ST	\$ 1,944.46	\$ 194.45	\$ 2,138.91
6318-011-022	OSCAR MOTORS	5954 MAYWOOD AVE	\$ 671.44	\$ 67.14	\$ 738.58
6319-011-019	RAMIREZ MARGARITA & DENISE	6331 PLASKA AVE	\$ 418.59	\$ 41.86	\$ 460.45



**Exhibit A**  
**City of Huntington Park**  
**Fiscal Year 2022-23 CR R Inc.**  
**List of Delinquent Refuse Disposal Accounts**

6213-014-001	KRISTIN CASTILLO	3408 FLOWER ST	\$ 246.24	\$ 24.62	\$ 270.86
6319-021-022	MARIA D HEREDIA	6320 BISSELL ST	\$ 139.94	\$ 13.99	\$ 153.93
6323-001-046	MARCOS MIRANDA	6619 NEWELL ST	\$ 200.88	\$ 20.09	\$ 220.97
6322-027-003	JOSE CONTRERAS	7118 SEVILLE AVE	\$ 964.36	\$ 96.44	\$ 1,060.80
6319-008-036	LILIANA & ROSALIBA MARISCAL	6222 CEDAR ST #A	\$ 360.91	\$ 36.09	\$ 397.00
6212-013-037	EZ AUDIO	7719 STATE ST	\$ 516.44	\$ 51.64	\$ 568.08
6321-030-014	JUAN M PEREZ	7111 MARBRISA AVE	\$ 167.40	\$ 16.74	\$ 184.14
6323-014-011	TIENDA LA BUENA FE	3048 E GAGE AVE A	\$ 392.63	\$ 39.26	\$ 431.89
6320-004-041	RSNA CVS 11073	5960 PACIFIC BLVD	\$ 65.47	\$ 6.55	\$ 72.02
6214-016-021	WENDY VIZCARRA	7862 CALIFORNIA AVE	\$ 195.94	\$ 19.59	\$ 215.53
6324-036-027	JOSE M CHAVEZ	6802 NEWELL ST	\$ 422.15	\$ 42.22	\$ 464.37
6214-020-020	AUGUSTO & MABELL ET AL MURILL	3608 BROADWAY AVE	\$ 106.90	\$ 10.69	\$ 117.59
6309-022-013	J & H AUTO BODY	2628 E 55TH ST	\$ 305.80	\$ 30.58	\$ 336.38
6213-019-012	PORFIRIO M XIQUIN	3260 GRAND AVE	\$ 71.64	\$ 7.16	\$ 78.80
6319-001-006	RUBEN & VIRGINIA ZAVALA	2878 RANDOLPH ST	\$ 68.96	\$ 6.90	\$ 75.86
6322-008-013	LETICIA VELASQUEZ	6522 TEMPLETON ST	\$ 71.57	\$ 7.16	\$ 78.73
6319-018-024	MARIA A LOPEZ	6329 HOLLENBECK ST	\$ 34.98	\$ 3.50	\$ 38.48
6324-036-028	MARIA S CONRIQUE	6726 NEWELL ST	\$ 81.79	\$ 8.18	\$ 89.97
6214-026-009	ALEX OMAR TINAJERO	3727 SANTA ANA ST	\$ 151.17	\$ 15.12	\$ 166.29
6321-016-008	AVELINO VALDEZ	6312 COTTAGE ST	\$ 144.96	\$ 14.50	\$ 159.46
6213-004-007	DANIEL & ISABEL VALENCIA	3252 WALNUT ST	\$ 36.03	\$ 3.60	\$ 39.63
6309-015-016	MANUEL FIERROS	5704 MALABAR ST	\$ 546.92	\$ 54.69	\$ 601.61
6323-018-011	GUSTAVO RUIZ	7130 ARBUTUS AVE	\$ 197.41	\$ 19.74	\$ 217.15
6321-014-004	OSCAR & VICTORIA ORTEGA	6332 MARBRISA AVE	\$ 172.42	\$ 17.24	\$ 189.66
6213-030-024	OLIVIA C ALVAREZ	3421 CUDAHY ST	\$ 190.01	\$ 19.00	\$ 209.01
6317-005-019	KENNIA RAMIREZ	6017 FISHBURN AVE	\$ 190.62	\$ 19.06	\$ 209.68
6310-025-006	EBENEZER TEXTILE INC	6069 STATE ST	\$ 916.18	\$ 91.62	\$ 1,007.80
6310-025-006	OSCAR GARCIAS	6069 STATE ST	\$ 29.10	\$ 2.91	\$ 32.01
6213-009-014	JOSE I AVILA	3457 LIVE OAK ST	\$ 100.44	\$ 10.04	\$ 110.48
6323-004-013	TADEO & LORENZA GONZALEZ	6803 MARCONI ST	\$ 69.96	\$ 7.00	\$ 76.96
6321-014-013	EVARISTO & SARA A MARTINEZ	6331 SANTA FE AVE	\$ 46.14	\$ 4.61	\$ 50.75
6321-026-008	JOSE FUENTES	2226 ZOE AVE	\$ 3,291.81	\$ 329.18	\$ 3,620.99
6213-026-021	JOSE G ARCINIEGA	3333 BROADWAY AVE	\$ 176.44	\$ 17.64	\$ 194.08
6321-021-030	ANTONIO CRUZ	6431 SANTA FE AVE	\$ 168.71	\$ 16.87	\$ 185.58
6318-034-013	ADRIANA M DEYET	5973 CORONA AVE	\$ 264.16	\$ 26.42	\$ 290.58
6213-020-014	JESUS N HERNANDEZ	3362 GRAND AVE	\$ 143.96	\$ 14.40	\$ 158.36
6320-021-003	ALL MY CHILDREN KIDS STORE	6208 PACIFIC BLVD A	\$ 747.15	\$ 74.72	\$ 821.87
6323-023-014	LORENZO ALONZO	6835 BENSON ST	\$ 89.68	\$ 8.97	\$ 98.65
6318-015-043	RAUL VERDUZCO	3608 E 60TH PL	\$ 330.45	\$ 33.05	\$ 363.50
6322-023-026	CALEBS WIRELESS & VIDEO GAMES	7119 PACIFIC BLVD	\$ 746.90	\$ 74.69	\$ 821.59
6323-011-054	GRACIELA CHAVEZ	3219 SATURN AVE	\$ 142.46	\$ 14.25	\$ 156.71
6321-029-011	XOCHILT ET AL SANCHEZ	6919 ALBANY ST	\$ 276.86	\$ 27.69	\$ 304.55
6212-013-044	MARIA CESMA	3213 OLIVE ST	\$ 33.48	\$ 3.35	\$ 36.83
6323-011-041	JACQUELINE BUGARIN	6822 PLASKA AVE	\$ 394.79	\$ 39.48	\$ 434.27
6323-001-023	RAMON CAMPOY	6616 HOOD AVE	\$ 348.86	\$ 34.89	\$ 383.75
6314-008-005	SAMUEL & MATILDE ROSAS	3713 GRAND AVE	\$ 120.75	\$ 12.08	\$ 132.83

**Exhibit A**  
**City of Huntington Park**  
**Fiscal Year 2022-23 CR R Inc.**  
**List of Delinquent Refuse Disposal Accounts**

6324-037-006	JOSE H SOTO	6516 NEWELL ST	\$ 104.20	\$ 10.42	\$ 114.62
6317-007-002	OSCAR & ALICIA HERRERA	4056 E 60TH ST	\$ 33.48	\$ 3.35	\$ 36.83
6323-001-029	EMILIA BASURTO	6510 HOOD AVE	\$ 100.44	\$ 10.04	\$ 110.48
6321-010-030	MOISES & CLAUDIA RUIZ	6151 MARBRISA AVE	\$ 364.58	\$ 36.46	\$ 401.04
6323-023-002	SERAFIN BAUTISTA	6707 BENSON ST	\$ 68.96	\$ 6.90	\$ 75.86
6009-039-044	DJ SAFETY	7020 WILSON AVE	\$ 1,575.64	\$ 157.56	\$ 1,733.20
6321-004-012	GRAIN-IT	2205 RANDOLPH ST	\$ 1,212.00	\$ 121.20	\$ 1,333.20
6214-016-020	RPM AUTO TECH	7852 CALIFORNIA AVE	\$ 1,184.24	\$ 118.42	\$ 1,302.66
6317-011-005	CONSUELO GUERRA FLORES	6160 GIFFORD AVE	\$ 197.47	\$ 19.75	\$ 217.22
6317-011-005	CONSUELO GUERRA FLORES	6160 GIFFORD AVE #A	\$ 197.47	\$ 19.75	\$ 217.22
6317-011-005	CONSUELO GUERRA FLOREZ	6160 GIFFORD AVE #B	\$ 51.96	\$ 5.20	\$ 57.16
6312-027-017	NESTOR MORA	5963 GIFFORD AVE	\$ 167.40	\$ 16.74	\$ 184.14
6321-016-018	MARGARITA VENEGAS	6333 ALBANY ST	\$ 181.65	\$ 18.17	\$ 199.82
6322-025-042	FERNANDO ROSALES	7013 SEVILLE AVE	\$ 997.51	\$ 99.75	\$ 1,097.26
6310-022-086	ROSAURA OLGUIN	6075 ARBUTUS AVE	\$ 88.46	\$ 8.85	\$ 97.31
6320-025-001	ALEJANDRO C & BLANCA J NORIEGA	2815 CLARENDON AVE	\$ 68.96	\$ 6.90	\$ 75.86
6317-011-006	CONSUELO GUERRA FLORES	6166 GIFFORD AVE	\$ 394.79	\$ 39.48	\$ 434.27
6320-010-061	MARCO & BRENDA ESCOBAR	6001 TEMPLETON ST	\$ 15.87	\$ 1.59	\$ 17.46
6320-016-008	ANTHONY RIVERA	6019 MALABAR ST	\$ 34.48	\$ 3.45	\$ 37.93
6321-020-023	VERONICA GARCIA	6431 MARBRISA AVE	\$ 177.14	\$ 17.71	\$ 194.85
6310-025-002	ADVANTAGE AUTO REPAIR	6057 STATE ST	\$ 281.06	\$ 28.11	\$ 309.17
6321-016-020	RICARDO CANO & MIRIAM ESPINOZA	6343 ALBANY ST	\$ 600.00	\$ 60.00	\$ 660.00
6214-005-003	EUSTACIO & LOURDES SALAZAR	3534 FLOWER ST	\$ 48.82	\$ 4.88	\$ 53.70
6309-021-008	BOBCAT ATHLETIC	2623 E 55TH ST	\$ 980.46	\$ 98.05	\$ 1,078.51
6319-007-020	EDUARDO CRUZ	6371 CEDAR ST	\$ 1,215.03	\$ 121.50	\$ 1,336.53
6319-010-004	JOSE JIMENEZ	6318 STATE ST	\$ 35.30	\$ 3.53	\$ 38.83
6321-019-014	NICOLAS LARA	2106 E GAGE AVE	\$ 34.98	\$ 3.50	\$ 38.48
6320-020-021	KAMILA FURNITURE	6137 PACIFIC BLVD	\$ 2,303.34	\$ 230.33	\$ 2,533.67
6317-012-031	JESUS & BRISEIDA RIOS	4206 E 61ST ST	\$ 103.46	\$ 10.35	\$ 113.81
6212-001-025	HECTOR & MARTHA MALDONADO	3103 WALNUT ST	\$ 172.42	\$ 17.24	\$ 189.66
6320-009-074	DAVID N & SOCORRO P GARDUNO	6023 MILES AVE	\$ 33.48	\$ 3.35	\$ 36.83
6322-028-012	RICARDO JR & IRMA ARIAS	7108 STAFFORD AVE	\$ 172.30	\$ 17.23	\$ 189.53
6323-008-010	GERARDO HERNANDEZ	7010 MARCONI ST	\$ 133.92	\$ 13.39	\$ 147.31
6319-013-019	ANTONIO C & GUADALUPE FLORES	6239 HOOD AVE	\$ 172.42	\$ 17.24	\$ 189.66
6320-007-022	SALVADOR & MARIA OLMOS	5937 TEMPLETON ST	\$ 143.96	\$ 14.40	\$ 158.36
6213-001-019	MASSIMO D & BERTHA A DEGLI ERE	3257 WALNUT ST	\$ 517.26	\$ 51.73	\$ 568.99
6320-032-012	FLORITAS BAKERY	2515 E GAGE AVE	\$ 142.83	\$ 14.28	\$ 157.11
6323-003-032	MARTIN ZAZUETA	6707 PLASKA AVE	\$ 230.72	\$ 23.07	\$ 253.79
6322-018-024	EL COCO LOCO	6811 PACIFIC BLVD	\$ 747.15	\$ 74.72	\$ 821.87
6318-029-015	JOSE BARAJAS	6129 CORONA AVE	\$ 69.96	\$ 7.00	\$ 76.96
6322-018-016	MI BELLA COLLECTION	6615 PACIFIC BLVD	\$ 310.12	\$ 31.01	\$ 341.13
6319-013-022	ANDRES CO TR RODRIGUEZ	6227 HOOD AVE	\$ 172.42	\$ 17.24	\$ 189.66
6214-027-006	JORGE & GAUDENCIA REYES	3923 SANTA ANA ST	\$ 227.08	\$ 22.71	\$ 249.79
6213-018-015	RAQUEL MARQUEZ	3462 HOPE ST	\$ 34.48	\$ 3.45	\$ 37.93
6321-030-028	LETICIA FUENTES	7000 ALBANY ST	\$ 2,594.35	\$ 259.44	\$ 2,853.79
6214-010-021	JOSE M & ERNESTINA NAVARRETE	3703 OLIVE ST	\$ 34.48	\$ 3.45	\$ 37.93

**Exhibit A**  
**City of Huntington Park**  
**Fiscal Year 2022-23 CR R Inc.**  
**List of Delinquent Refuse Disposal Accounts**

6320-012-010	MANUEL BALDERAS	2668 BELGRAVE AVE	\$ 192.37	\$ 19.24	\$ 211.61
6322-012-007	MANUEL & SOFIA MELENDREZ	6628 TEMPLETON ST	\$ 34.48	\$ 3.45	\$ 37.93
6321-019-012	LORENA CASTILLO	6416 COTTAGE ST FRONT	\$ 147.41	\$ 14.74	\$ 162.15
6323-013-060	CONRRADO & MARTA G MACHADO	7001 PLASKA AVE	\$ 167.40	\$ 16.74	\$ 184.14
6319-016-018	HECTOR M LOPEZ	6301 NEWELL ST	\$ 140.39	\$ 14.04	\$ 154.43
6319-006-018	MIRZABEK KULATTI	2983 CLARENDON AVE	\$ 592.43	\$ 59.24	\$ 651.67
6318-008-013	CENTRAL ELECTRO MOTOR	6025 MAYWOOD AVE #12	\$ 627.90	\$ 62.79	\$ 690.69
6321-015-027	NELLY S ESCAMILLO	2211 E GAGE AVE	\$ 344.84	\$ 34.48	\$ 379.32
6321-016-029	YVETTE ET AL CORTEZ	6350 COTTAGE ST	\$ 209.92	\$ 20.99	\$ 230.91
6319-004-006	VALENTIN CONTRERAS	6313 MARCONI ST	\$ 15.96	\$ 1.60	\$ 17.56
6321-012-007	JAIME CHAVEZ	6200 SANTA FE AVE	\$ 69.96	\$ 7.00	\$ 76.96
6214-026-008	EVA D CASTILLO	3733 SANTA ANA ST	\$ 68.96	\$ 6.90	\$ 75.86
6321-015-019	RIGOBERTO CANTINCA	6335 MARBRISA AVE	\$ 517.26	\$ 51.73	\$ 568.99
6322-020-024	BARBARA S BRYM	6803 MALABAR ST	\$ 172.42	\$ 17.24	\$ 189.66
6323-023-026	LUIS M & GLORIA BARILLAS	6706 STATE ST	\$ 197.41	\$ 19.74	\$ 217.15
6320-003-022	RUBICON GLOBAL	5931 PACIFIC BLVD	\$ 126.04	\$ 12.60	\$ 138.64
6320-025-010	JACOB & CELIA BANDA	6205 MILES AVE	\$ 394.79	\$ 39.48	\$ 434.27
6322-024-005	FINE DISCOUNT INC #3	7004 PACIFIC BLVD	\$ 496.84	\$ 49.68	\$ 546.52
			<b>\$ 186,187.97</b>	<b>\$ 18,618.80</b>	<b>\$ 204,806.77</b>

## ATTACHMENT "B"

Long Beach Press-Telegram  
5150 E. Pacific Coast Highway Suite 200  
Long Beach, California 90804  
(562) 499-1236

City of Huntington Park  
6550 Miles Ave  
Huntington Park, California 90255

**FILE NO. 0011607699**  
**PROOF OF PUBLICATION**  
**(2015.5 C.C.P.)**

**STATE OF CALIFORNIA**  
**County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Long Beach Press-Telegram, a newspaper of general circulation, printed and published in the City of Long Beach\*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**06/09/2023**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, California,  
this 9th day of June, 2023.

  
\_\_\_\_\_  
Signature

\*Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian Gardens, and Signal Hill.

**NOTICE OF PUBLIC HEARINGS**

**NOTICE IS HEREBY GIVEN** that the Huntington Park City Council will hold two (2) public hearings at the City Council Meeting on **Tuesday, June 20, 2023, at 6:00 p.m.** at City Hall in the Council Chambers, located on the 2nd floor at 6550 Miles Avenue, Huntington Park, California 90255. The public hearings will be for the following:

- A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REGARDING THE COLLECTION OF DELINQUENT RUBBISH CHARGES (172.54 REFUSE COLLECTION FEES) FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2023 PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK MUNICIPAL CODE TO BE COLLECTED AT THE SAME TIME AND ON THE SAME MANNER AS COUNTY TAXES

THE LIST OF PARCELS AND THE CORRESPONDING DELINQUENT CHARGES FOR EACH PARCEL IS AVAILABLE FOR PUBLIC INSPECTION AND MAY BE OBTAINED BY CALLING THE CITY CLERK'S OFFICE AT 323-584-6230 OR VIA EMAIL AT CITYCLERK@HPCA.GOV.

- A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK 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

Given the health risks associated with COVID-19, the City is encouraging members of the public to submit their comments and questions in writing, for City Council consideration, by sending them to the City Clerk at [cityclerk@hpca.gov](mailto:cityclerk@hpca.gov). All comments and questions will be read during the meeting. The City Council will consider staff's recommendations, the assessment, and public input at the meeting, prior to taking action.

**PLEASE NOTE:** If you challenge any portion of the proposed Resolution in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

Eduardo Sarmiento  
City Clerk

**Long Beach Press-Telegram**  
**Published: 6/9/23**

**ITEM NO. 11**



# CITY OF HUNTINGTON PARK

## City Council Agenda Report

June 20, 2023

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

Honorable Mayor and Members of the City Council:

**ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION TO DENY PLANNING COMMISSION CASE NO. 2023-01 CUP (CONDITIONAL USE PERMIT), A REQUEST TO ALLOW FOR THE OFF-SALE OF BEER AND WINE IN CONJUNCTION WITH AN EXISTING BUSINESS LOCATED AT 2550 SATURN AVENUE, LOCATED WITHIN DISTRICT C - NEIGHBORHOOD OF THE DOWNTOWN HUNTINGTON PARK SPECIFIC PLAN (DTSP).**

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

1. Conduct a public hearing;
2. Take public testimony;
3. Receive additional and final comments for or against the project; and
4. Adopt resolution upholding the Planning Commission's determination to deny Planning Commission Case No. 2023-01 CUP, to allow for the off-sale of beer and wine in conjunction with an existing business located at 2550 Saturn Avenue, located within District C - Neighborhood of the Downtown Huntington Park Specific Plan (DTSP).

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

At a regular meeting on April 19, 2023, the Planning Commission conducted a public hearing considering Planning Commission Case No. 2023-01 CUP, a request to allow for the off-sale of beer and wine in conjunction with an existing business located at 2550 Saturn Avenue, located within District C Neighborhood of the Downtown Huntington Park Specific Plan (DTSP). Pursuant to Huntington Park Municipal Code (HPMC) Section 9-4.203.2.A., any commercial establishment where alcoholic beverages are to be sold or served are subject to a Conditional Use Permit. After the Planning Staff's presentation

## **APPEAL OF THE PLANNING COMMISSION'S DETERMINATION DENYING PLANNING COMMISSION CASE NO. 2023-01 CUP**

June 20, 2023

Page 2 of 6

and public testimony, the Planning Commission discussed concerns and the inability to recommend approval for not making all the required findings. As such, the Planning Commission voted to deny Planning Commission Case No. 2023-01 CUP.

### ***Conditional Use Permit Findings***

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

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

### ***Previous CUP History***

It was brought to the Planning staff's attention that alcohol was previously allowed to be sold at the property under a Conditional Use Permit that was previously approved (Resolution No. 1511). The resolution granted a Conditional Use Permit for off-sale of beer and wine in conjunction with the transfer of ownership of an existing market (Toster's Market) in the Commercial General (CG) zone located at 2550 Saturn Avenue. The Resolution was approved and adopted by the Huntington Park Planning Commission on November 18, 1992. It is important to note that the Resolution was granted subject to the execution and fulfillment of conditions. Specifically, Condition No. 7 states, "That should the operation of this establishment be granted, deeded,



## **APPEAL OF THE PLANNING COMMISSION'S DETERMINATION DENYING PLANNING COMMISSION CASE NO. 2023-01 CUP**

June 20, 2023

Page 3 of 6

conveyed, transferred, or should a change in management or proprietorship occur at any time, this conditional use permit shall automatically become null and void."

Since 1992, the business with the CUP at 2550 Saturn Avenue underwent a change of ownership and there was a transfer of the CUP to allow the off-sale of beer and wine for the business. Planning has two CUP transfers (2005 and 2009) on file. One CUP Transfer was completed (2005) while the other was incomplete (2009). The current owner on record, Miguel Renovato, was never granted a CUP Transfer. Mr. Renovato started the process on September 5, 2009, but never finished the transfer process. As such, the entitlement was never granted and the off-sale of beer and wine at the property was not allowed for the past fourteen years.

The last complete CUP Transfer occurred in 2005 (the CUP Transfer should not have occurred because the language in Resolution No. 1511 mandates that any transfer shall nullify the entitlement, instead Staff should have treated it as a new CUP submittal), it is important to note that the zoning for the property at the time (Pacific Village – PV) was different than what it is currently zoned (DTSP - District C - Neighborhood), which explains the previous acceptance for off-sale of beer and wine at the property. The 2005 CUP Transfer was before the current Downtown Huntington Park Specific Plan that was adopted in 2008. Since the CUP request from the Applicant is a new request, there is no legal nonconforming status for alcohol at 2550 Saturn Avenue. As such, the current zoning regulations and Municipal Code will be applicable.

### ***Conditional Use Permit Findings Grounds for Denial***

As previously mentioned, all six findings need to be made in order for a Conditional Use Permit to be approved. Planning Staff provided an analysis of the required findings and how the proposed project does not comply with the Huntington Park Municipal Code.

***Finding No. 1: The proposed use is conditionally permitted within, and would not impair the integrity and character of, the subject zoning district and complies with all of the applicable provisions of this Code.***

The Planning Staff found that the request for off-sale beer and wine in a commercial establishment is subject to a CUP. The existing business is a grocery store. Per HPMC 9-4.203, a grocery store is defined as "a store primarily engaged in the retail sale of a wide range of household products including, but not limited to, dry goods, canned goods, dairy products, fresh fruits and vegetables, fresh and prepared meats, fish and poultry and where the off-sale of alcohol, including beer or wine, by the establishment must be accessory to and incidental in proportion to the primary use of grocery sales."

The Applicant emphasized that the sale of beer and wine is critical and the main component of their operation. The Project Site is located within District C -

## APPEAL OF THE PLANNING COMMISSION'S DETERMINATION DENYING PLANNING COMMISSION CASE NO. 2023-01 CUP

June 20, 2023  
Page 4 of 6

Neighborhood of the DTSP and pursuant to Table IV-7 of HPMC Section 9-4.203.2.A., alcohol sales are not permissible within District C - Neighborhood of the DTSP, therefore, the finding cannot be made. **Planning Staff could not make a finding in support of the proposed project.**

***Finding No. 2:** The proposed use shall be consistent with the General Plan.*

The Planning Staff found that the proposed use is not consistent with Policy 5.1 of the Urban Design Element, which calls to “conduct strong enforcement of the City zoning, building, property maintenance, and health and safety standards in multi-family neighborhoods”. As previously mentioned, the off-sale of beer and wine is not permissible in the zoning where the existing business is located per Table IV-7 of HPMC Section 9-4.203.2.A. Additionally, there is a potential for health and safety concerns since the sale of beer and wine is located in close proximity to sensitive land uses such as churches and residences. Therefore, this finding cannot be made. **Planning Staff could not make a finding in support of the proposed project.**

***Finding No. 4:** The design, location, size and operating characteristics of the proposed use are compatible with the existing and planned future land uses within the general area in which the proposed use is to be located and will not create significant noise, traffic or other conditions or situations that may be objectionable or detrimental to other permitted uses operating nearby or adverse to the public interest, health, safety, convenience or welfare of the City.*

The Planning Staff found that the proposed use is not compatible with the existing land uses within the general area. Specifically, the use conflicts with Table IV-7 of HPMC Section 9-4.203.2.A., which indicates that alcohol sales are not permissible within District C - Neighborhood of the DTSP. As such, the proposed Project is not in compliance with all City and zoning development standards. Additionally, there is a potential for health and safety concerns since the sale of beer and wine is located in close proximity to sensitive land uses such as churches and residences. As such, the finding cannot be made. **Planning Staff could not make a finding in support of the proposed project.**

### ***Appeal Application***

On May 15, 2023, an Appeal Application was filed by Jaime Ugalde Jr. The Applicant is appealing the Planning Commission’s determination to deny Planning Commission Case No. 2023-01 CUP.

### **FISCAL IMPACTS**

There are no negative fiscal impacts to the City.

**APPEAL OF THE PLANNING COMMISSION'S DETERMINATION DENYING  
PLANNING COMMISSION CASE NO. 2023-01 CUP**

June 20, 2023

Page 5 of 6

**CONCLUSION**

Since the denial of Planning Commission Case No. 2023-01 CUP, the Applicant presented Planning with a new proposal for the business at 2550 Saturn Avenue. However, the off-sale of alcohol continues to be a part of the business operation. Again, Planning staff informed that Applicant that alcohol cannot be sold at that location due to zoning regulations. Planning staff presented alternatives to the Applicant from finding a new location in a zone where alcohol sales are allowed under the approval of a CUP or continue to operate at the current location (2550 Saturn Ave) without the sale of alcohol. The Applicant is appealing to demonstrate to the City Council that their business can deviate from zoning regulations and the Municipal Code.

The City Council also has the option of overturning the Planning Commission's decision and grant the Applicant's request, or to continue this item for further discussion, and to add any additional appropriate conditions of approval to regulate the business.

The City Council's action is final unless additional facts or information that was not originally considered are presented for reconsideration within 90 days following the final date of action.

Respectfully submitted,



Ricardo Reyes  
City Manager



Steve Forster  
Director of Community Development

**APPEAL OF THE PLANNING COMMISSION'S DETERMINATION DENYING  
PLANNING COMMISSION CASE NO. 2023-01 CUP**

June 20, 2023  
Page 6 of 6

**ATTACHMENTS**

Exhibit A: Resolution No. 2023-01A, Upholding or Overturning Planning Commission's  
Determination  
Exhibit B: Planning Commission Case No. 2023-01 CUP Staff Report  
Exhibit C: PC Resolution No. 2023-01 CUP  
Exhibit D: Site Plan  
Exhibit E: Floor Plan  
Exhibit F: Zoning Map  
Exhibit G: Zoning Map Pre-DTSP Adoption  
Exhibit H: Resolution No. 1511  
Exhibit I: Table IV-7 from HPMC Section 9-4.203.2.A.  
Exhibit J: Appeal Application Packet

# ATTACHMENT "A"

**RESOLUTION NO. 2023-01A, UPHOLDING OR  
OVERTURNING PLANNING COMMISSION'S  
DETERMINATION**

**EXHIBIT A**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK,  
STATE OF CALIFORNIA, DENYING A CONDITIONAL USE PERMIT IN  
CONNECTION WITH REAL PROPERTY LOCATED AT 2550 SATURN AVENUE,  
HUNTINGTON PARK, CALIFORNIA**

**WHEREAS**, the applicant, Jaime Ugalde Jr., requested approval of a Conditional Use Permit (CUP) to allow for the off-sale of beer and wine in conjunction with an existing business located at 2550 Saturn Avenue, located within District C - Neighborhood of the Downtown Huntington Park Specific Plan (DTSP), associated with the project on the following described property:

Assessor's Parcel No. 6322-023-001, City of Huntington Park, County of Los Angeles; and

**WHEREAS**, the Huntington Park Planning Commission held a public hearing for said matter on Wednesday, April 19, 2023 at 6:30 p.m., and reviewed all facts, evidence and information, both written and testimonial, relative to the request; and

**WHEREAS**, the Planning Commission could not make all the required findings and did not approve the applicant's request for a Conditional Use Permit; and

**WHEREAS**, On May 15, 2023, Jaime Ugalde Jr., submitted an application appealing the Planning Commission's decision for Planning Commission Case No. 2023-01 CUP to the City Council in accordance with Section 9-2.2312 of the Huntington Park Municipal Code; and

**WHEREAS**, a public hearing was held regarding the appeal in the City Hall, 6550 Miles Avenue, Huntington Park, California on Tuesday, June 20, 2023 at 6:00 p.m. pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code; and

**WHEREAS**, the City of Huntington Park, California, pursuant to the provisions of California Planning Law (California Government Code Section 6500, et. sec., hereinafter “CEQA”) and State CEQA guidelines, determined that the project, as proposed, will have no significant adverse effect on the environment and adopts an Environmental Categorical Exemption (CEQA Guidelines, Article 19, Section 15301, (Existing Facilities); and

**WHEREAS**, the City Council has considered the environmental impact information relative to the proposed entitlements; and

1       **WHEREAS**, all persons appearing in favor or against the appeal were given the opportunity  
2 to be heard in connection with said matter; and

3       **WHEREAS**, all evidence and comments, both written and testimonial, were reviewed by the  
4 City Council; and

5       **WHEREAS**, the City Council is required to announce its findings and recommendations.  
6

7       **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**  
8 **PARK DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**  
9

10       **SECTION 1:** The City Council hereby does not make all of the following findings in  
11 connection with Planning Commission Case No. 2023-01 CUP:

12       Conditional Use Permit:

13       (A) The proposed use is conditionally permitted within, and would not impair the integrity  
14 and character of, the subject zoning district and complies with all of the applicable  
15 provisions of this Code (Huntington Park Zoning Code Title 9); and

16       (B) The proposed use is consistent with the General Plan; and

17       (C) The approval of the Conditional Use Permit for the proposed use is in compliance with  
18 the requirements of the California Environmental Quality Act (CEQA) and the City's  
19 Guidelines; and

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

26       (E) The subject site is physically suitable for the type and density/intensity of the use being  
27 proposed; and

28       (F) There are adequate provisions for public access, water, sanitation, and public utilities



1 and services to ensure that the proposed use would not be detrimental to public health  
2 and safety.

3 **SECTION 2:** Based on the evidence within staff report and the Environmental Assessment  
4 Questionnaire, the City Council adopts the findings in said Questionnaire and determines that the  
5 project, as proposed, will have no significant adverse effect on the environment and adopts an  
6 Environmental Categorical Exemption (CEQA Guidelines, Article 19, Section 15301, Existing  
7 Facilities).

8 **SECTION 3:** The City Council hereby upholds the decision of the Planning Commission and  
9 denies Planning Commission Case No. 2023-01 CUP.

10 **SECTION 4:** The decision of the City Council is final and shall become effective  
11 immediately.

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

13 **PASSED, APPROVED, AND ADOPTED** this 20th day of June, 2023 by the following  
14 vote:

15  
16 \_\_\_\_\_  
17 Mayor

18  
19 ATTEST:

20  
21  
22 \_\_\_\_\_  
23 Eduardo Sarmiento, City Clerk  
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## ATTACHMENT "B"

**PLANNING COMMISSION CASE NO. 2023-01  
CUP STAFF REPORT**

**EXHIBIT B**



# CITY OF HUNTINGTON PARK

## PLANNING DIVISION AGENDA REPORT

---

**DATE:** APRIL 19, 2023

**TO:** CHAIRPERSON AND MEMBERS OF THE PLANNING COMMISSION

**ATTN:** STEVE FORSTER, DIRECTOR OF COMMUNITY DEVELOPMENT

**FROM:** JORDAN MARTINEZ, ASSISTANT PLANNER

**SUBJECT:** PLANNING COMMISSION CASE NO. 2023-01 CUP  
(CONDITIONAL USE PERMIT)

---

**REQUEST:** A REQUEST FOR A CONDITIONAL USE PERMIT FOR OFF-SALE OF BEER AND WINE IN CONJUNCTION WITH AN EXISTING BUSINESS LOCATED AT 2550 SATURN AVENUE, LOCATED WITHIN DISTRICT C OF THE DOWNTOWN HUNTINGTON PARK SPECIFIC PLAN (DTSP).

**APPLICANT:** Jaime Ugalde Jr.  
842 S 3<sup>rd</sup> Avenue  
La Puente, CA 91746

**PROPERTY OWNER:** Jamshid Barmaan  
2040 Linnington Avenue  
Los Angeles, CA 90025

**PROPERTY OWNER'S MAILING ADDRESS:** 2040 Linnington Avenue  
Los Angeles, CA 90025

**PROJECT LOCATION:** 2550 Saturn Avenue

**ASSESSOR'S PARCEL NUMBER:** 6322-023-001

**PREVIOUS USE:** Grocery Store

**LOT SIZE:** 8,572.5 square feet

**BUILDING SIZE:** 8,354 square feet

**PLANNING COMMISSION AGENDA REPORT**

CASE NO. 2023-01 CUP - 2550 Saturn Avenue

April 19, 2023

Page 2 of 8

**GENERAL PLAN:** Downtown Huntington Park Specific Plan (DTSP)

**ZONE:** District C (Neighborhood) - DTSP

**SURROUNDING  
LAND USES:** North: District C (Neighborhood) - DTSP  
West: High Density Residential (RH)  
South: District C (Neighborhood) - DTSP  
East: District B (Festival) - DTSP

**MUNICIPAL CODE  
APPLICABILITY OF  
REQUIREMENTS FOR  
CONDITIONAL  
PERMIT:** Pursuant to Huntington Park Municipal Code (HPMC)  
Section 9-4.203.2.A., any commercial establishment where  
alcoholic beverages are to be sold or served are subject to  
a Conditional Use Permit.

**REQUIRED FINDINGS  
FOR A CONDITIONAL  
USE PERMIT:** Following a hearing, the Planning Commission shall record  
its decision in writing and shall recite the findings upon  
which the decision is based. The Commission may  
approve and/or modify a CUP application in whole or in  
part, with or without conditions, only if all of the following  
findings are made:

1. The proposed use is conditionally permitted within, and would not impair the integrity and character of, the subject zoning district and complies with all of the applicable provisions of this Code;
2. The proposed use is consistent with the General Plan;
3. The approval of the CUP for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines;
4. The design, location, size, and operating characteristics of the proposed use are compatible with the existing and planned future land uses within the general area in which the proposed use is to be located and will not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to

## PLANNING COMMISSION AGENDA REPORT

CASE NO. 2023-01 CUP - 2550 Saturn Avenue

April 19, 2023

Page 3 of 8

other permitted uses operating nearby or adverse to the public interest, health, safety, convenience, or welfare of the City;

5. The subject site is physically suitable for the type and density/intensity of use being proposed; and
6. There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.

### ENVIRONMENTAL REVIEW:

The proposed Project is Categorically Exempt pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.

### PROJECT BACKGROUND:

- ***Site Description***

The subject site is located on the southeast corner of Saturn Avenue and Rugby Avenue. The site measures approximately 8,572.50 square feet. The site is developed with an existing multi-tenant commercial building, measuring approximately 8,354 square feet. The existing grocery stores occupies approximately 1,725 square feet (first floor only) of the existing multi-tenant commercial building. There is a second floor to the business, but this CUP request will only focus on the first floor where the grocery store currently operates. The subject site is surrounded by commercial and institutional uses to the north, east, and south, along with residential and institutional uses to the west.

### ANALYSIS:

- ***Project Proposal***

The Applicant, Jaime Ugalde Jr., is the new prospective business owner for an existing grocery at 2550 Saturn Avenue (El Pedregal). The Applicant is requesting the off-sale of beer and wine in conjunction with the existing business. The Applicant also intends to sell tobacco at the business. There will be no changes to the building footprint.

- ***Business Operation***

The Applicant proposes to operate the grocery store Monday through Sunday from 8:00 AM to 10:00 PM.

- ***Access/Circulation***

The subject site has vehicular and pedestrian access from Saturn Avenue located to the north and Rugby Avenue located to the west.

- ***Previous CUP History***

It was brought to Planning staff's attention that alcohol was previously allowed to be sold at the property under a Conditional Use Permit that was previously approved (Resolution No. 1511). The resolution granted a Conditional Use Permit for off-sale of beer and wine in conjunction with the transfer of ownership of an existing market (Toster's Market) in the Commercial General (CG) zone located at 2550 Saturn Avenue. The Resolution was approved and adopted by the Huntington Park Planning Commission on November 18, 1992. It is important to note that the Resolution was granted subject to the execution and fulfillment of conditions. Specifically, Condition No. 7 states, "That should the operation of this establishment be granted, deeded, conveyed, transferred, or should a change in management or proprietorship occur at any time, this conditional use permit shall automatically become null and void."

Since 1992, the business with the CUP at 2550 Saturn Avenue underwent a change of ownership and there was a transfer of the CUP to allow the off-sale of beer and wine for the business. Planning has two CUP transfers (2005 and 2009) on file. One CUP Transfer was completed (2005) while the other was incomplete (2009). The current owner on record, Miguel Renovato, was never granted a CUP Transfer. Mr. Renovato started the process on September 5, 2009, but never finished the transfer process. As such, the entitlement was never granted and the off-sale of beer and wine at the property was not allowed for the past fourteen years.

## PLANNING COMMISSION AGENDA REPORT

CASE NO. 2023-01 CUP - 2550 Saturn Avenue

April 19, 2023

Page 5 of 8

The last complete CUP Transfer occurred in 2005, the zoning for the property (Pacific Village – PV) was different than what it is currently zoned (DTSP - District C), which explains the previous acceptance off-sale of beer and wine at the property. The 2005 CUP Transfer was before the current Downtown Huntington Park Specific Plan that was adopted in 2008. Since the CUP request from the Applicant is a new request, the current zoning regulations and Municipal Code will be applicable.

The Applicant received a letter from Planning Staff on February 21, 2023 informing them of the CUP transfer history, procedure, and where their request stands in regards to the current Municipal Code.

- ***Conditional Use Permit Findings***

In granting a Conditional Use Permit to allow for off-sale of beer and wine in conjunction with an existing business, the Planning Commission must make findings in connection with the Conditional Use Permit, as set forth in the HPMC. A Conditional Use Permit may be approved only if all of the following findings are made:

- 1. The proposed use is conditionally permitted within, and would not impair the integrity and character of, the subject zoning district and complies with all of the applicable provisions of this Code.**

**Finding:** The request for off-sale beer and wine in a commercial establishment is subject to a CUP. The existing business is a grocery store. Per HPMC 9-4.203, a grocery store is defined as “a store primarily engaged in the retail sale of a wide range of household products including, but not limited to, dry goods, canned goods, dairy products, fresh fruits and vegetables, fresh and prepared meats, fish and poultry and where the off-sale of alcohol, including beer or wine, by the establishment must be accessory to and incidental in proportion to the primary use of grocery sales.” The Applicant emphasized that the sale of beer and wine is critical and the main component of their operation. The Project Site is located within District C of the DTSP and pursuant to Table IV-7 of HPMC Section 9-4.203.2.A., alcohol sales



are not permissible within District C of the DTSP, therefore, the finding cannot be made.

**2. The proposed use is consistent with the General Plan.**

**Finding:** The proposed use is not consistent with the General Plan. Specifically, the proposed use is not consistent with Policy 5.1 of the Urban Design Element, which calls to “conduct strong enforcement of the City zoning, building, property maintenance, and health and safety standards in multi-family neighborhoods”. As previously mentioned, the off-sale of beer and wine is not permissible in the zoning where the existing business is located per Table IV-7 of HPMC Section 9-4.203.2.A. Additionally, there is a potential for health and safety concerns since the sale of beer and wine is located in close proximity to sensitive land uses such as churches and residences. Therefore, this finding cannot be made.

**3. The approval of the Conditional Use Permit for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City’s Guidelines.**

**Finding:** The proposed project is Categorically Exempt pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.

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

**Finding:** The proposed use is not compatible with the existing land uses within the general area. Specifically, the use conflicts with Table IV-7 of HPMC Section 9-4.203.2.A., which indicates that alcohol sales are not permissible within District C of the DTSP. As such, the

**PLANNING COMMISSION AGENDA REPORT**

CASE NO. 2023-01 CUP - 2550 Saturn Avenue

April 19, 2023

Page 7 of 8

proposed Project is not in compliance with all City and zoning development standards. Additionally, there is a potential for health and safety concerns since the sale of beer and wine is located in close proximity to sensitive land uses such as churches and residences. As such, the finding cannot be made.

**5. The subject site is physically suitable for the type and density/intensity of use being proposed;**

**Finding:** The subject site measures approximately 1,725 square feet square feet (first floor only). The total size of the multi-commercial building where the current business is located measures approximately 8,572.50 square feet. The proposed Project will be of similar intensity as those known to have occupied the subject site and surrounding area. The subject site is surrounded by commercial and institutional uses to the north, east, and south, along with residential and institutional uses to the west, providing similar conditions.

**6. There are adequate provisions for public access, water, sanitation and public utilities and services to ensure that the proposed use would not be detrimental to public health, safety and general welfare.**

**Finding:** Vehicular and pedestrian access to the Project Site will be provided through Saturn Avenue and Rugby Avenue. The use proposes to utilize existing infrastructure and public utilities. The surrounding area is completely developed with public access, water sanitation, and other public utilities. The use will not impede the accessibility to public access, water, sanitation, or other public utilities and services. It is expected that the Project will be required to comply with all building code requirements.

**CONCLUSION:**

Based on the above analysis, Staff has recommended denial for the request based on the premise that the proposed off-sale of beer and wine in conjunction with the existing grocery store does not comply with the Huntington Park Municipal Code and all of the required findings in support of a Conditional Use Permit. However, the

**PLANNING COMMISSION AGENDA REPORT**

CASE NO. 2023-01 CUP - 2550 Saturn Avenue

April 19, 2023

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Planning Commission may approve, deny, or request modifications to the Project.

**RECOMMENDATION:**

Based on the evidence presented, it is the recommendation of Planning Division Staff that the Planning Commission **deny Case No. 2023-01 CUP.**

**EXHIBITS:**

- A: PC Resolution No. 2023-01 CUP
- B: Site Plan
- C: Floor Plan
- D: Conditional Use Permit Application Packet
- E: Action Letter February 21, 2023
- F: Resolution No. 1511
- G: Zoning Map Pre-DTSP Adoption

## ATTACHMENT "C"

**PC RESOLUTION NO. 2023-01 CUP**

**EXHIBIT C**

**PC RESOLUTION NO. 2023-01 CUP**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA, DENYING A CONDITIONAL USE PERMIT TO REQUEST FOR A CONDITIONAL USE PERMIT FOR OFF-SALE OF BEER AND WINE IN CONJUNCTION WITH AN EXISTING BUSINESS LOCATED AT 2550 SATURN AVENUE, LOCATED WITHIN DISTRICT C OF THE DOWNTOWN HUNTINGTON PARK SPECIFIC PLAN (DTSP).**

**WHEREAS**, a public hearing was held at City Hall, 6550 Miles Avenue, Huntington Park, California on Wednesday, April 19, 2023 at 6:30 p.m. pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code, upon an application from Jaime Ugalde Jr., requesting a Conditional Use Permit for off-sale of beer and wine in conjunction with an existing business located at 2550 Saturn Avenue, located within District C of the Downtown Huntington Park Specific Plan (DTSP), described as:

Assessor's Parcel No. 6322-023-001, City of Huntington Park, County of Los Angeles; and

**WHEREAS**, the Planning Division has reviewed the request and has found that not all of the findings for approval of a Conditional Use Permit can be made as required by the Municipal Code; and

**WHEREAS**, all persons appearing for or against the approval of the Conditional Use Permit were given the opportunity to be heard in connection with said matter; and

**WHEREAS**, all written comments received prior to the hearing, and responses to such comments, were reviewed by the Planning Commission; and

**WHEREAS**, the Planning Commission is required to announce its findings and recommendations.

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS FOLLOWS:**

**SECTION 1:** Based on the evidence within staff report and the Environmental Assessment Questionnaire, the Planning Commission adopts the findings in said

1 Questionnaire and determines that the project, as proposed, will have no significant  
2 adverse effect on the environment and adopts an Environmental Categorical Exemption  
3 (CEQA Guidelines, Section 15301, Class 1, Existing Facilities).

4 **SECTION 2:** The Planning Commission hereby makes the following findings in  
5 connection with the proposed Conditional Use Permit:

- 6 1. The proposed use shall be conditionally permitted within, and shall not impair the  
7 integrity and character of, the subject zoning district and complies with all of the  
8 applicable provisions of this Code;

9 *The Planning Staff finds that the request for off-sale beer and wine in a*  
10 *commercial establishment is subject to a CUP. The existing business is a*  
11 *grocery store. Per HPMC 9-4.203, a grocery store is defined as "a store*  
12 *primarily engaged in the retail sale of a wide range of household products*  
13 *including, but not limited to, dry goods, canned goods, dairy products, fresh*  
14 *fruits and vegetables, fresh and prepared meats, fish and poultry and where*  
15 *the off-sale of alcohol, including beer or wine, by the establishment must be*  
16 *accessory to and incidental in proportion to the primary use of grocery*  
17 *sales." The Applicant emphasized that the sale of beer and wine is critical*  
18 *and the main component of their operation. The Project Site is located within*  
19 *District C of the DTSP and pursuant to Table IV-7 of HPMC Section 9-*  
20 *4.203.2.A., alcohol sales are not permissible within District C of the DTSP.*  
21 *Planning Staff cannot make a finding in support.*

- 22 2. The proposed use shall be consistent with the General Plan;

23 *The Planning Staff finds that proposed the proposed use is not consistent*  
24 *with Policy 5.1 of the Urban Design Element, which calls to "conduct strong*  
25 *enforcement of the City zoning, building, property maintenance, and health*  
26 *and safety standards in multi-family neighborhoods". As previously*  
27 *mentioned, the off-sale of beer and wine is not permissible in the zoning*  
28 *where the existing business is located per Table IV-7 of HPMC Section 9-*

1       ***4.203.2.A. Additionally, there is a potential for health and safety concerns***  
2       ***since the sale of beer and wine is located in close proximity to sensitive land***  
3       ***uses such as churches and residences. Planning Staff cannot make a finding***  
4       ***in support.***

- 5       3. The approval of the Conditional Use Permit for the proposed use shall be in  
6       compliance with the requirements of the California Environmental Quality Act  
7       (CEQA) and the City's Guidelines;

8       ***The Planning Staff finds that an environmental assessment has been***  
9       ***conducted for this project in compliance with the California Environmental***  
10       ***Quality Act (CEQA). The Project is Categorically Exempt pursuant to Section***  
11       ***15301, Class 1, (Existing Facilities) of the California Environmental Quality***  
12       ***Act (CEQA) Guidelines.***

- 13       4. The design, location, size and operating characteristics of the proposed use shall  
14       be compatible with the planned future land uses within the general area in which  
15       the proposed use is to be;

16       ***The Planning Staff finds that the proposed use is not compatible with the***  
17       ***existing land uses within the general area. Specifically, the use conflicts with***  
18       ***Table IV-7 of HPMC Section 9-4.203.2.A., which indicates that alcohol sales***  
19       ***are not permissible within District C of the DTSP. As such, the proposed***  
20       ***Project is not in compliance with all City and zoning development standards.***  
21       ***Additionally, there is a potential for health and safety concerns since the sale***  
22       ***of beer and wine is located in close proximity to sensitive land uses such as***  
23       ***churches and residential uses. Planning Staff cannot make a finding in***  
24       ***support.***

- 25       5. The subject site shall be physically suitable for the type and density/intensity of use  
26       being proposed;

27       ***The Planning Staff finds that the subject site measures approximately 1,725***  
28       ***square feet (first floor). The total size of the multi-commercial building where***



1 *the current business is located measures approximately 8.572.50 square feet.*  
2 *The proposed Project will be of similar intensity as those known to have*  
3 *occupied the subject site and surrounding area. The subject site is*  
4 *surrounded by commercial and institutional uses to the north, east, and*  
5 *south, along with residential and institutional uses to the west, providing*  
6 *similar conditions.*

- 7 6. There shall be adequate provisions for public access, water, sanitation and public  
8 utilities and services to ensure that the proposed use would not be detrimental to  
9 public health, safety and general welfare;

10 *The Planning Staff finds that vehicular and pedestrian access to the Project*  
11 *Site will be provided through Saturn Avenue and Rugby Avenue. The use*  
12 *proposes to utilize existing infrastructure and public utilities. The*  
13 *surrounding area is completely developed with public access, water*  
14 *sanitation, and other public utilities. The use will not impede the accessibility*  
15 *to public access, water, sanitation, or other public utilities and services. It is*  
16 *expected that the Project will be required to comply with all building code*  
17 *requirements.*

18  
19 **SECTION 3:** The Planning Staff cannot make all six (6) of the required findings in  
20 support of Resolution 2023-01 CUP; therefore, the Planning Commission hereby denies  
21 Resolution No. 2023-01 CUP.

22 **SECTION 4:** This resolution shall not become effective until 15 days after the date of  
23 decision rendered by the Planning Commission, unless within that period of time it is  
24 appealed to the City Council. The decision of the Planning Commission shall be stayed  
25 until final determination of the appeal has been effected by the City Council.

26 **SECTION 5:** The Secretary of the Planning Commission shall certify to the adoption  
27 of this resolution and a copy thereof shall be filed with the City Clerk.  
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**PASSED, APPROVED, AND ADOPTED** this 19<sup>th</sup> of April, 2023 by the following vote:

- AYES: Commissioners Nuno, Barba-Ochoa, and Chair Sanabria  
NOES: Commissioner Montes  
ABSENT: Commissioner Carvajal  
ABSTAIN: None

HUNTINGTON PARK PLANNING COMMISSION

DocuSigned by:  
**Jonathan Sanabria**  
3399668DCE8042E...  
Jonathan Sanabria, Chairperson

ATTEST:



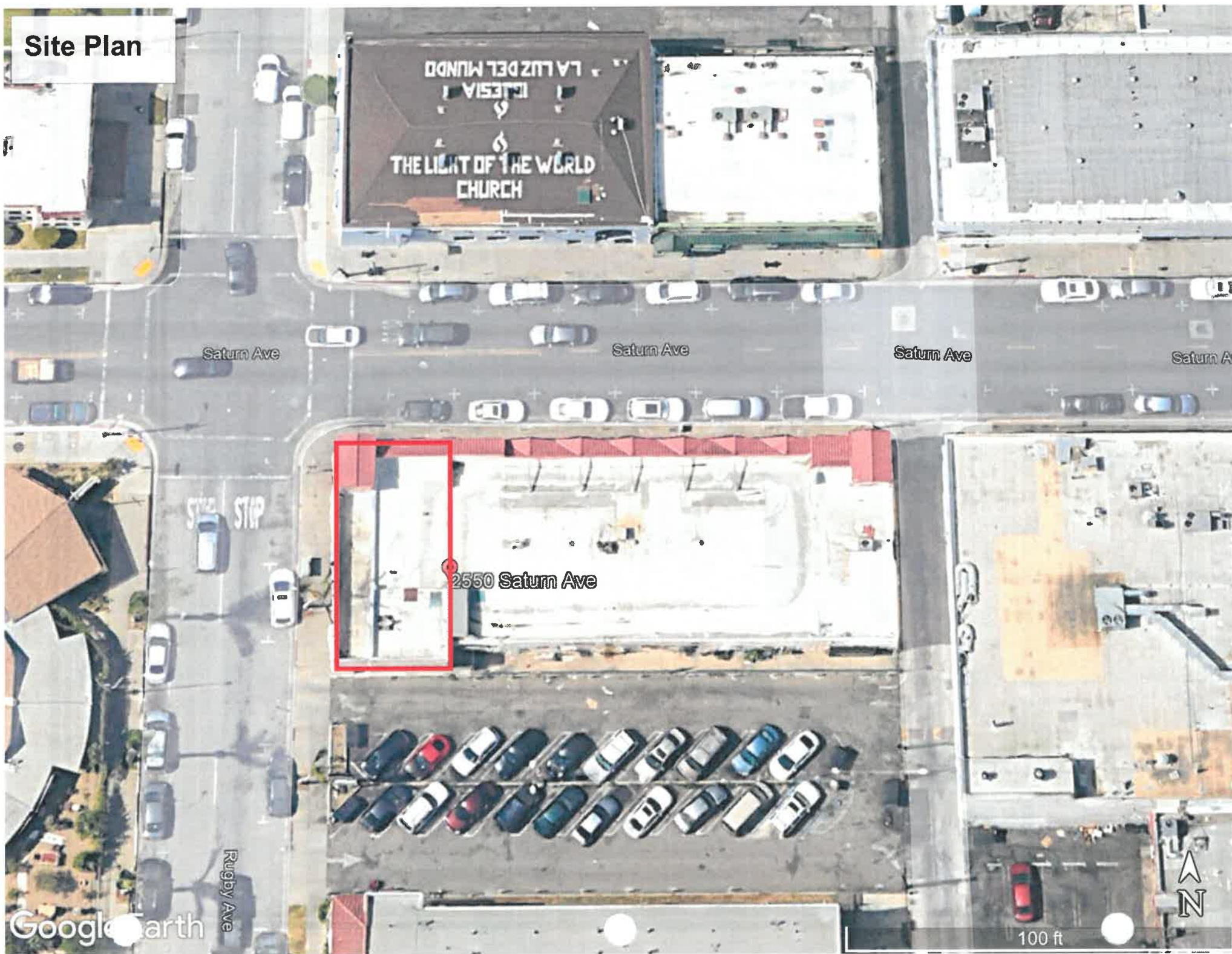
Steve Forster, Secretary

## ATTACHMENT "D"

# **SITE PLAN**

**EXHIBIT D**

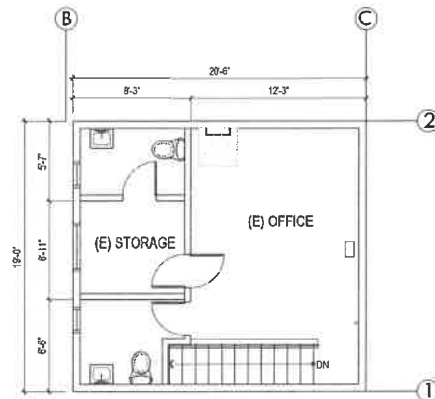
# Site Plan



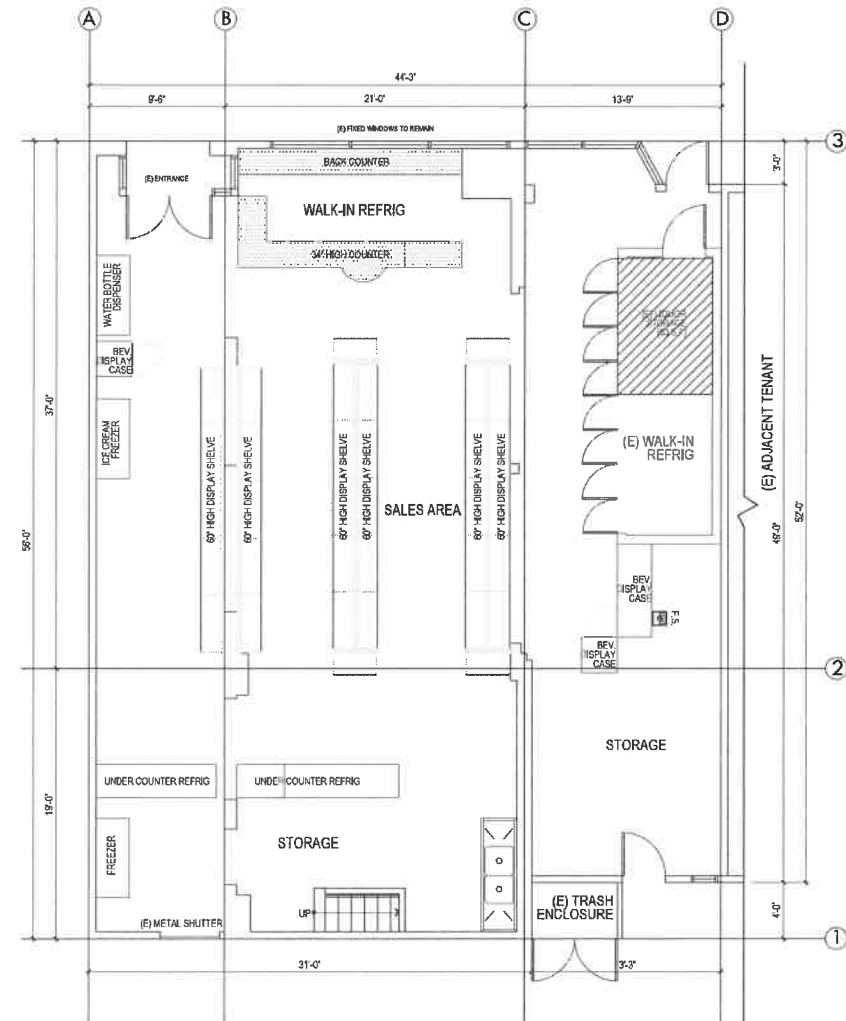
## ATTACHMENT "E"

# FLOOR PLAN

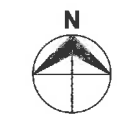
EXHIBIT E



(E) 2ND FLOOR PLAN



(E) GROUND FLOOR PLAN



FLOOR PLAN 01  
Scale: 1/8" = 1'-0"

Project:  
**EL PEDREGAL MARKET**

2550 SATURN AVE  
HUNTINGTON PARK, CA 90255

Project Owner:  
**JAIME UGALDE**

2550 SATURN AVE  
HUNTINGTON PARK, CA 90255

Architect / Engineer Seal

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ISSUED	DATE
CUP	1/3/2023

Project No: **23001**

Drawn By:

Checked By:

Sheet Name:

(E) FLOOR PLAN

Sheet No: **A2.01**

CUP



## ATTACHMENT "F"

# **ZONING MAP**

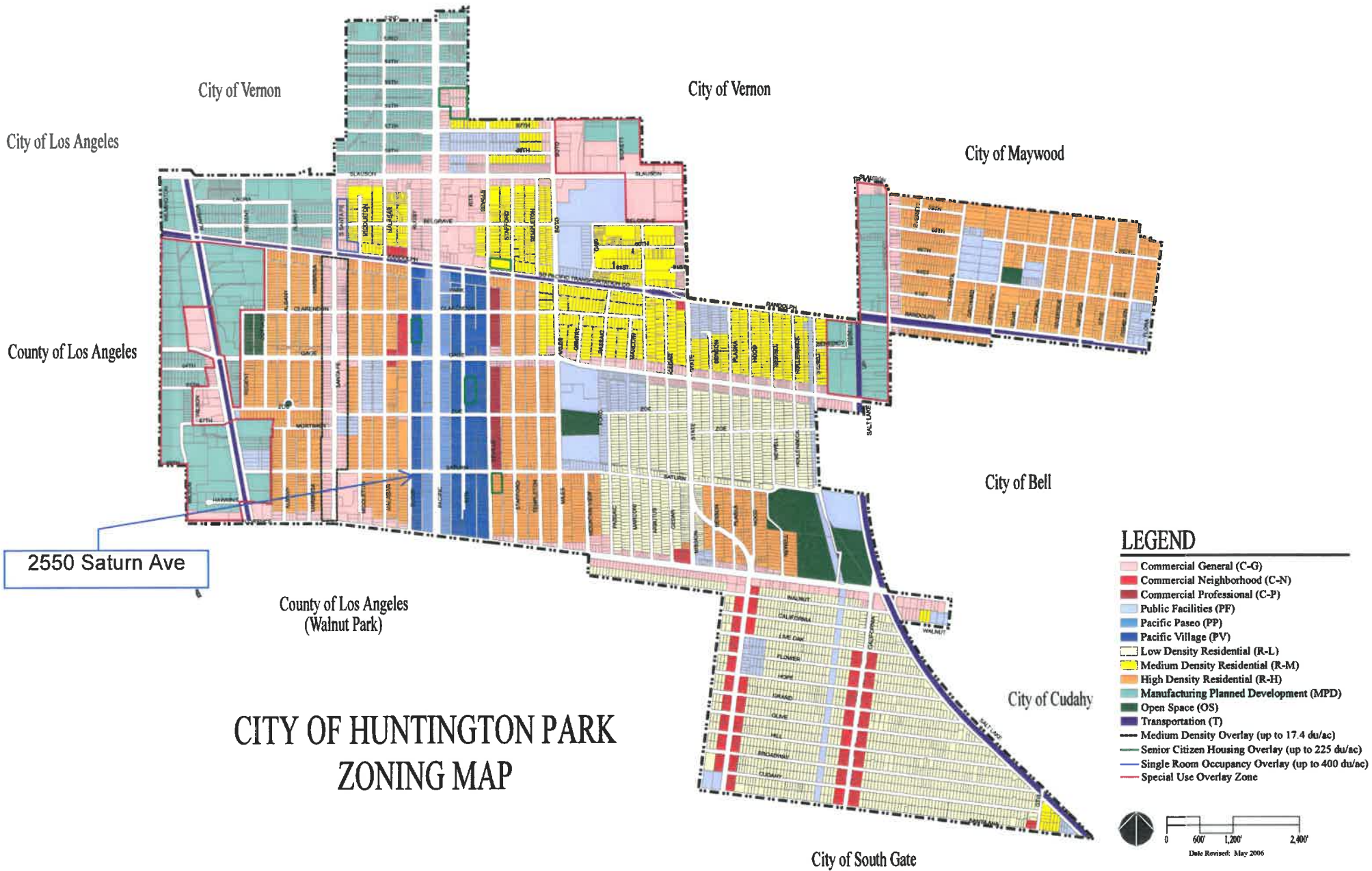
**EXHIBIT F**



## ATTACHMENT "G"

# **ZONING MAP PRE-DTSP ADOPTION**

**EXHIBIT G**



## ATTACHMENT "H"

**RESOLUTION NO. 1511**

**EXHIBIT H**



RESOLUTION NO. 1511

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA, GRANTING A CONDITIONAL USE PERMIT IN CONNECTION WITH REAL PROPERTY LOCATED AT 2550 SATURN AVENUE, HUNTINGTON PARK, CALIFORNIA

WHEREAS, a public hearing was held in the City Hall, 6550 Miles Avenue, Huntington Park, California, on Wednesday, November 18, 1992 at 7:30 p.m., pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code, upon the application from Hector Sandoval, requesting a conditional use permit for off-sale of beer and wine in conjunction with the transfer of ownership of an existing market (Toster's Market) in the Commercial General (C-G) Zone on the following described property:

Assessor's Parcel Number 6322-023-001 and 034, commonly known as 2550 Saturn Avenue, Huntington Park, California, and

WHEREAS, all persons appearing for or against the granting of the conditional use permit were given the opportunity to be heard in connection with said matter; and

WHEREAS, the Planning Commission has considered the environmental impact information relative to the proposed entitlement; and

WHEREAS, the Planning Commission is required to announce its findings and recommendations.

NOW, THEREFORE, THE PLANNING COMMISSION DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS FOLLOWS:

SECTION 1: The Planning Commission determines that the proposed conditional use permit would not have a significant effect on the environment and hereby adopts an Environmental Categorical Exemption.

//

1        SECTION 2: The Planning Commission hereby makes the  
2 following findings in connections with Conditional Use Permit  
3 No. 1511:

4        (A) That the conditional use permit applied for is  
5 authorized by the provisions of the Huntington Park Municipal  
6 Code;

7        (B) That the granting of such conditional use permit will  
8 not adversely affect the established character of the  
9 surrounding neighborhood or be injurious to the property or  
10 improvements in such vicinity and zone in which the property  
11 is located;

12        (C) That the granting of such conditional use permit will  
13 not adversely affect the Master or General Plan of this City;

14        (D) That the establishment, maintenance or conducting of  
15 the use for which a conditional use permit is sought will not,  
16 under the particular case, be detrimental to the health,  
17 safety, morals, comfort, convenience or welfare of persons  
18 residing or working in the neighborhood of such use; and will  
19 not, under the circumstances of the particular case, be  
20 detrimental to the public welfare or injurious to the property  
21 or improvements in the neighborhood.

22        SECTION 3: The Planning Commission hereby grants  
23 Conditional Use Permit No. 1511 subject to the execution  
24 and fulfillment of the following conditions:

- 25        1. That subject to department corrections and conditions, the  
26        property shall be developed substantially in accordance  
27        with the plot plan submitted and marked Exhibit "C".
- 28        2. That the applicant shall comply with all applicable codes,  
      laws, rules and regulations, including Health and Safety,  
      Building, Fire, Sign, Zoning, and Business License Codes  
      of the City of Huntington Park.
3. That the premises be kept in a clean, neat, and orderly  
      manner at all times and comply with the property

1 maintenance standards as set forth in H.P.M.C. Sec.  
2 8-9.02.1.

3 4. All mechanical equipment and appurtenances of any type  
4 whatsoever, whether located on roof top, ground level or  
5 anywhere on the building structure shall be completely  
6 enclosed so as not to be visible from any public street.

7 5. That this permit shall expire in the event the entitlement  
8 is not exercised within (1) year from the date of approval  
9 or if there is a cessation of the use or uses authorized  
10 by this permit for a continuous period of six (6) months  
11 or more.

12 6. That any violation of the conditions of this conditional  
13 use permit may result in the revocation of this  
14 conditional use permit.

15 7. That should the operation of this establishment be  
16 granted, deeded, conveyed, transferred, or should a change  
17 in management or proprietorship occur at any time, this  
18 conditional use permit shall automatically become null and  
19 void.

20 8. That the applicant shall be required to apply for a new  
21 conditional use permit if any alteration, modification, or  
22 expansion would increase the existing floor area of the  
23 premises.

24 9. That this permit may be subject to additional conditions  
25 after its original issuance. Such conditions shall be  
26 imposed by the City Planning Commission as deemed  
27 appropriate to address problems of land use compatibility,  
28 security, crime control, or to promote the general welfare  
of the City.

10 10. That this permit shall be subject to review for compliance  
11 with conditions of issuance at such intervals as the City  
12 Planning Commissions shall deem appropriate, but that the  
13 first such review shall be within, but not later than, six  
14 (6) months after the issuance of the permit.

15 11. The Director of Community Development is authorized to  
16 make minor modifications to the approved preliminary plans  
17 or any of the conditions is such modifications shall  
18 achieve substantially the same results as would strict  
19 compliance with said plans and conditions.

20 12. That the applicant and/or owner agree in writing to the  
21 above conditions.

22 //

23 //

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SECTION 4: This resolution shall not become effective until fifteen (15) days after the date of decision rendered by the Planning Commission, unless within that period of time it is appealed to the City Council. The decision of the Planning Commission shall be stayed until final determination of the appeal has been effected by the City Council.

SECTION 5: The Secretary of the Planning Commission shall certify to the adoption of this resolution and a copy thereof shall be filed with the City Clerk.

PASSED, APPROVED, AND ADOPTED this 18th day of November, 1992, by the following vote:

AYES: Commissioners Coover, Thompson, Watson, Wanke, Mears

NOES:       None

ABSENT: None

HUNTINGTON PARK PLANNING COMMISSION

Chairman

ATTEST:

Secretary

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qa3.res1511c

## ATTACHMENT "I"

**TABLE IV-7 FROM HPMC SECTION 9-4.203.2.A**

**EXHIBIT I**

Table IV-7

## ALCOHOL SALES ESTABLISHMENT STANDARDS

	District A (Gateway)	District B (Festival)	C-P	C-N	C-G	R-L	R-M	R-H	MPD	Minimum Distance Requirements
<b>OFF-SALE<sup>1</sup></b>										
Grocery Store	x	x	x	x	x				x	
Convenience Store	x	x	x		x				x	1,000' from other convenience stores; 600' from school, park, religious organization, discotheque/nightclub; 100' from R-L, R-M, R- H, C-N
Gas Station with Mini-Mart <sup>3</sup>			x	x	x				x	600' from school, park, religious organization, gas station with mini- mart
Liquor Store	x	x	x		x				x	600' from school, park, religious organization, discotheque/nightclub, liquor store; 100' from R-L, R-M, R-H, C-N
<b>ON-SALE<sup>1</sup></b>										
Banquet/ Conference Hall	x <sup>2</sup>	x <sup>2</sup>	x		x				x	200' from school, park, religious organization, banquet/conference hall; 200' from R-L, R- M, R-H, C-N
Bar/Cocktail Lounge/Tavern	x	x	x		x				x	300' from school, park, religious organization, bar/cocktail lounge/ tavern; 300' from R-L, R-M, R-H, C-N
Restaurant	x	x	x	x	x				x	
Nightclub/ Discotheque	x <sup>2</sup>	x <sup>2</sup>	x		x				x	300' from school, park, religious organization, liquor store; 200' from R-L, R-M, R-H, C-N

x = Zone where use is allowed.

## Notes:

1. All alcohol sales establishments require a Conditional Use Permit in all allowable zones.
2. Nightclub/discotheque, and banquet/conference hall facilities shall be exempt from minimum distance requirements in the District A (Gateway) and District B (Festival) of the DTSP.
3. Expansion of existing gas stations with mini-marts shall be exempt from minimum distance requirements.

## ATTACHMENT "J"



# **APPEAL APPLICATION PACKET**

**EXHIBIT J**



**CITY OF HUNTINGTON PARK**  
Community Development Dept. • Planning Division  
6550 Miles Avenue, Huntington Park, CA 90255  
Tel. (323) 584-8210 • [planning@hpcg.gov](mailto:planning@hpcg.gov)

## APPEAL APPLICATION

### FOR OFFICE USE ONLY

Date Filed: 5/16/2023

Case No.: 2023-01

Fee/Receipt No.: \$1,299.00

Initials: ES

**Note to the appellant:** Pursuant to the Huntington Park Municipal Code, Title 9 Chapter 2 Article 23, appeals may be filed with the Office of the City Clerk on this form within fifteen (15) days following the date of an action. Appeals shall be accompanied by a filing fee, which is indicated above.

### TYPE OF APPEAL REQUESTED

- ☐ An appeal to the Planning Commission of an administrative action or determination.  
☒ An Appeal to the City Council of a Planning Commission action or determination.

Which was taken on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Property Address: 2550 Sahara Ave Huntington Park, CA  
Case No: 2023-01

### APPELLANT'S INFORMATION

Appellant(s): Jaime Vigilante Jr  
Organization (if representing): El Pedregal Market  
Mailing Address: \_\_\_\_\_  
Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_ email: \_\_\_\_\_

### REASON FOR APPEAL (Attach additional sheets if necessary):

Specific action or decision which is being appealed:

Continue to sell beer and wine at 2550 Sahara Ave  
Huntington Park, CA

The action or decision is being appealed for the following reason(s):

my wife and family had business for 14 years  
sell beer and wine i paid license and taxes and we  
are not changing the use that has been in  
place for over 30 years at same location.

Specific ground for the appeal, and the relief requested is as follows:

We request we finally be granted permission to legally to  
continue to operate. We did not know if any more changes  
when family purchased business 14 years ago we wanted to finally  
be granted exception in our failure to do so will hurt community. Family of  
El Salvador and an immigrant family. Have worked and lived here for 14 years.

**CERTIFICATE AND AFFIDAVIT OF APPELLANT:** I/We, appellant(s) of the case involved in this application, depose and say that I/we have prepared the foregoing appeal and that the statements and information contained therein are in all respects true and correct to the best of my/our knowledge and belief, and that said information, so far as I am/we are aware, is complete and represents all of the evidence and opinion that bears on the case and refers to no facts or evidence not introduced previously.

Signature: \_\_\_\_\_

Date: 5/11/2023

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

Trinidad Ugaldes

Relationship to Subject Appeal:

- ☐ Property Owner
- ☒ Business Owner
- ☐ Resident
- ☐ Other



## El Pedregal Market

2550 Saturn Ave.  
Huntington Park, CA  
[jaime.ugalde00@gmail.com](mailto:jaime.ugalde00@gmail.com)  
323-588-2533

### Company Description

Family owned and Legacy Market known as El Pedregal Market. We have been in business for 14 years and worked throughout Covid 19 pandemic without closing. We currently offer a variety of meats, fruits, vegetables, merchandise and alcohol. Our plan is to expand and integrate healthy food choices, community education, health promotion and advocacy in our Huntington Park Community. Our mission is to keep the rich heritage of family owned immigrant businesses that have made Huntington Park inviting for other commercial businesses like Target and 7Eleven. Family owned businesses have been the backbone in the Huntington Park community and they have supported a stronger community and elected officials.

### Target Market and Industry Trends

Huntington Park's plan to revamp the community is the mission and vision of the owner. As a first generation Mexican American and college graduate the family will utilize their knowledge in building and marketing a new and improved version of the local mini market. We will continue with cultural sensitivity to the past and honor the hard work ethic and family business of the immigrant family owners. The second generation El Pedregal iMarket will lead Huntington Park into the future with the local mini market offering healthy food choices, connection to green technology, monthly health promoting classes offered by Angela Diaz, RN, BSN, community closet donations for nothing and pantry. Our plan to incorporate healthier leaner meats and offer healthy food/vegetables and fruits with a farmers market, local grown business concepts with Artisan foods and alcohol. The store will be modeled after Hanks Mini Market with improvements to grow in our space. Going green and connecting the market to local farmers, growers and healthier Artisan food/alcohol and merchandise choices in keeping with the vision and growth of Huntington Park and Latinx culture. Inclusivity of our LGBTQX community.

### Implementation Timeline

We propose a 6-12 month timeline to complete overhaul and remodel market.

## **Marketing Plan**

El Pedregal Market an immigrant founded business for 14 years of family legacy then passed to Jaime Ugalde graduate of UCSB 6/23, who himself was raised at the market and worked many shifts along side his family. He spent many years helping in the community, his family and advocacy in working with many undocumented citizens of Huntington Park. For many years our family has served as translators, health advocates and Godmothers and Godfathers too many children. There are no violations at the State and City level and we have been good alcohol licensed operators without violations and we have police approval as this was sought in the process of CUP. With their approval as requested by Luis Rodriguez we did not encounter any negative feedback from the community. Currently there are 24 hour security cameras, which will also be upgraded and accessible to police. All staff is trained in alcohol and safety and an ID scanner will also be present with store upgrades. We will work with the remodeling and green technology upgrades, healthy choices with growth and compliance set forth set forth by Huntington Park City City Council and Planning Department.

## **Revenue**

The immediate revenue as we continue to build post Covid will rely on both food and alcohol sales. Which has been in place in the building for over 30 years. Our plan is to expand our revenue as implement more choices, grow our refrigeration and merchandise thus benefiting the community in our continued taxes.

## **Funding Request**

The immediate revenue to finance all construction and upgrades will come directly from family of El Pedregal. We have no outside business loans and currently have a contract with the business owner for an additional 10 years.

## **Team**

### **Jaime Ugalde OWNER**

UCSB graduate June 2023, second generation owner of Legacy Market known as El Pedregal Market established 14 years ago

### **Angela Diaz, RN, BSN**

Assistant to owner, community educator

Bachelor of Science in Nursing, Registered nurse at California State University Los Angeles, relative of Legacy market known as El Pedregal Market

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CITY OF HUNTINGTON PARK  
\*\*\* CUSTOMER RECEIPT \*\*\*

Batch ID: HNTGMKV2      5/16/23 01      Receipt no: 38736

Type	SvcCd	Description	Amount
MS		MISCELLANEOUS	
	Qty	1.00	\$1299.00

JAIME UGALDE APPEAL

Tender detail

CK Ref#:	4039	\$1299.00
Total tendered:		\$1299.00
Total payment:		\$1299.00

Trans date: 5/16/23      Time: 8:26:16

\*\*\* THANK YOU FOR YOUR PAYMENT \*\*\*