

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda

Tuesday, August 15, 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.hanca.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

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

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

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

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

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

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

PUBLIC COMMENT

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

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

ADDITIONS/DELETIONS TO AGENDA

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

IMPORTANT NOTICE

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

CALL TO ORDER

ROLL CALL

Mayor 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 SPECIAL OLYMPIC TORCH RUN EVENT VOLUNTEERS
2. CERTIFICATE OF APPRECIATION FOR LOCAL SCHOOL VOLUNTEERS
3. 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 – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Hector Barba, Sr. & Norma Barba v. City of Huntington Park, et al.
USDC Case No.: 2:22-cv-08987-FMO-JEM
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:
Pursuant to Cal. Gov. Code Sec. 54956.9(d)(2): One matter.

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

CITY CLERK

1. CITY COUNCIL MEETING MINUTES

RECOMMENDED THAT CITY COUNCIL:

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

1. Regular City Council Meeting held July 18, 2023

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated August 15, 2023;

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

3. CONSIDERATION AND APPROVAL OF A RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2023-2024

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2023-2024 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2023.

4. CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICE AGREEMENT AND FIRST AMENDMENT TO THE ACCOUNTING/FINANCE SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND HERRERA & ASSOCIATES

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Resolution authorizing an agreement with Herrera & Associates, a municipal CPA firm, to provide Financial Consultant, namely John Herrera, CPA; and

2. Approve an appropriation in the amount not to exceed of \$22,500 a month for 12 months from account(s):
 - 33% from No. 111-3010-415.56-41
 - 33% from No. 787-8914-499.56-41
 - 33% from No. 111-9050-419.43-15
3. Authorize the City Manager to execute the Professional Services Agreement and the first amendment to the agreement.

PUBLIC WORKS

5. APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2022-01 SENATE BILL 1 (SB1) SLURRY SEAL PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Approve acceptance of work performed by All American Asphalt for the construction of CIP 2022-01 Senate Bill 1 (SB1) Slurry Seal Project; and
2. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the retention amount of \$30,555.18 to All American Asphalt 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

6. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to Kalban, Inc. for the construction of CIP 2022-10 CDBG ADA Reconstruction Project as the lowest responsive, responsible bidder for a not to exceed fee of \$733,250; and
2. Approve a construction contingency in the amount of \$61,183.28 payable from CDBG funds and \$209,281.00 in Metro TDA Article 3 funds for a total construction contingency amount of \$270,464.28; and
3. Authorize the City Manager to execute the construction contract agreement and all change orders in good faith.

7. CONSIDERATION AND APPROVAL TO AUTHORIZE STAFF TO DISTRIBUTE AND POST ON THE CITY'S WEBSITE THE DRAFT URBAN FOREST MANAGEMENT PLAN FOR A 60-DAY PUBLIC COMMENT PERIOD

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to distribute the draft Urban Forest Management Plan to community stakeholder and allow to post on the City's website for a period of 60-days for public consumption and commentary; and
2. Authorize staff to bring back the final draft at a future City Council meeting for adoption.

8. CONSIDERATION AND APPROVAL TO EXECUTE AN INTERAGENCY MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON PARK AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AS THE ADMINISTRATOR OF THE REGIONAL INTEGRATION OF INTELLIGENT TRANSPORTATION SYSTEMS

RECOMMENDED THAT CITY COUNCIL:

1. Accept the terms of the Memorandum of Understanding (MOU) (Attachment 1) between the Los Angeles County Metropolitan Transportation Authority (Metro) as the Administrator of the Regional Integration of Intelligent Transportation Systems (RIITS); and
2. Authorize the City Manager to sign and execute the MOU.

9. CONSIDERATION AND APPROVAL TO PURCHASE A TRAFFIC SIGNAL TYPE 332 CABINET AND 170 CONTROLLER

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and
2. Approve the purchasing of a traffic signal Type 332 Cabinet and 170 Controller from SWARCO for the amount of \$26,239.50 payable from Account No. 221-8014-429.74-10; and
3. Authorize the City Manager to execute the purchase order.

10. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED VENDORS TO PURCHASE AN AERIAL UTILITY TRUCK

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to proceed with the advertisement of the Request for Proposal (RFP) to purchase an aerial utility truck.
11. **CONSIDERATION AND APPROVAL TO UPGRADE THE FUEL PUMPS AT THE CITY MAINTENANCE YARD**

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and
2. Approve the purchasing of a turn-key fuel management system that includes all applicable equipment hardware, labor and firmware from EJ Ward for the amount of \$117,890.75 payable from Account No. 741-8060-431.74-10; and
3. Authorize the City Manager to execute the purchase order and all other applicable documentation related to the upgrades of the fuel pumps at the City's Public Works Maintenance Yard.
12. **CONSIDERATION AND APPROVAL TO AWARD CONTRACT PROPOSALS TO REMOVE AND REPLACE A TOTAL OF SEVEN MECHANICAL AND HEATING, VENTILATING, AND AIR CONDITIONING UNITS AT CITY HALL AND THE**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize and execute F. M. Thomas Air Conditioning, Inc.'s cost proposals to remove and replace Mechanical and Heating, Ventilating, and Air Conditioning units at City Hall and the Police Department for a not-to-exceed amount of \$262,068 payable from Account No. 111-8022-419.73-10 (\$167,793) and Account No. 111-8024-421.73-10 (\$94,285); and
2. Authorize the City Manager to execute the two cost proposals in Attachments 1 and 2

COMMUNITY DEVELOPMENT

13. **2023/24 FINAL PAYMENT TO ECO-RAPID TRANSIT MEMBERSHIP**

RECOMMENDED THAT CITY COUNCIL:

1. Approve a final payment in the amount of \$13,888 for membership with Eco-Rapid Transit.

END OF REGULAR AGENDA

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, September 5, 2023 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 12th day of August 2023.



Eduardo Sarmiento, City Clerk

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, July 18, 2023

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:07 p.m. on Tuesday, July 18, 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 Sanabria led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Sanabria led the Pledge of Allegiance.

PRESENTATION(S)

1. PROCLAMATION FOR PARKS AND RECREATION
2. MANUEL "MANNY" AVILA & REBECCA AVILA MEMORIAL SCHOLORSHIP
RECIPIENTS
3. PROCLAMATION FOR PARKS AND RECREATIONS MONTH

PUBLIC COMMENTS

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

1. Devin
2. Rodriguez
3. Groove
4. Ziomara
5. Rocio Gascon
6. South Central
7. Miguel Lopez
8. Estrella Lopez
9. Claudia Herrera
10. Jas

Mayor Sanabria called for a brief recess at 6:42 p.m. mayor Sanabria reconvened the City Council meeting at 7:15 p.m.

Mayor Sanabria called for a brief recess at 7:28 p.m. Mayor Sanabria reconvened the City Council meeting at 8:01 p.m.

11. Venderora de Frutitas

12. Jennifer

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
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park, et al;
United States District Court, Central District of California – Western Division
Case No.: 2:21 – CV – 05755 – AB – KS

Mayor Sanabria reconvened the Council meeting from Closed Session at 8:46 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with five (5) Regarding items one (1) the Council was briefed but no final action was taken. Regarding item two (2) Council was briefed but no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

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, Martinez, Flores, and Vice Mayor Macias and Mayor Sanabria.

NOES: None

1. CITY COUNCIL MEETING MINTUES

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

1. Regular City Council Meeting held June 20, 2023

FINANCE

2. WARRANT REGISTER

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated July 18, 2023;

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

3. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE FAIR HOUSING SERVICES

RECOMMENDED THAT CITY COUNCIL:

MOTION: Councilmember Ortiz moved to award One (1) year professional service agreement (PSA) to provide fair housing services to the sole responsive and responsible proposer, Fair Housing Foundation for a not-to-exceed amount of \$20,000; authorize the City Manager to execute the PSA and seconded by Vice Mayor Macias. Motion carried by unanimous consent.

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

NOES: None

4. CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO PROVIDE HOMELESS OUTREACH SERVICES

MOTION: Councilmember Flores moved to approve the first amendment for homeless outreach services with Inner City Visions until June 30, 2024; authorized City Manager to execute the extension agreement, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

5. CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO MICHAEL BAKER INTERNATIONAL FOR PROFESSIONAL SERVICES RELATED TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME AND HOME-ARP (AMERICAN RESCUE PLAN ACT OF 2021) GRANT ADMINISTRATION

MOTION: Vice Mayor Macias moved to approve the first amendment for professional services related to Housing and Urban Development (HUD) grants, including but not limited to CDBG, HOME, and HOME-ARP grant administration and; authorize the City Manager to execute the extension agreement, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

PUBLIC WORKS

Prior to item six (6) Councilmember Ortiz stepped away from the dais.

6. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-07 SALT LAKE PARK CISTERN PROJECT

MOTION: Vice Mayor Macias moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering and environmental firms for the preparation of Plans, Specifications and Estimate of CIP 2022-07 Salt Lake Park Cistern Project, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

NOT PRESENT: Councilmember Ortiz

Prior to item seven (7) Vice Mayor Macias stepped away from the dais.

7. CONSIDERATION AND APPROVAL FOR AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE TO ENHANCE THE PLAYGROUNDS AS PART OF CIP 2022-09 CHESLEY PARK

MOTION: Councilmember Martinez moved to award a Professional Services Agreement (Attachment 1) 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 to iARCH for a not-to-exceed amount of \$37,600; payable from FY 2019-2020 CDBG funds (Total amount \$299,279) to the FY 2022 Chesley Park American with Disabilities Act (ADA) Improvement Project; and authorize the City Manager to execute the professional services agreement. seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

NOT PRESENT: Council Member(s): Vice Mayor Macias and Councilmember Ortiz

Prior to item eight (8) Vice Mayor Macias and Councilmember Ortiz returned to the dais.

8. CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP 2022-13 CITY HALL & POLICE DEPARTMENT ROOF REPAIRS AND REPLACEMENT

MOTION: Vice Mayor Macias moved to Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); Approve CIP 2022-13 City Hall & Police Department Roof Repairs and Replacement contract plans and specifications for bidding purposes; and Authorize staff to proceed with bid advertisement for construction, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

9. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN OF CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT

MOTION: Councilmember Ortiz moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to design CIP 2023-01 SB1 Street Enhancement Project; which is part of the City's annual commitment to Senate Bill 1, the Road Repair and Accountability Act of 2017, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

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

NOES: None

10. CONSIDERATION AND APPROVAL OF A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH NOBEL SYSTEMS, INC. TO DEVELOP AND CONTINUE TO HOST VARIOUS APPLICATIONS AND GEOGRAPHIC INFORMATION SYSTEM

MOTION: Councilmember Flores moved to approve the professional services agreement with Nobel Systems, Inc. for the development and continuous hosting of the various City applications (Apps) and Geographic Information System (GIS)

for a three (3) year-period with the option of two, one-year extensions for a not-to-exceed amount of \$104,783.33 in FY 2023-24 and each subsequent year thereafter at \$106,000 per year; payable from the FY 2023-24 budget utilizing Account No. 111-8010-415.56-41 (\$93,600) and Account No. 111-8030-461.56-42 (\$11,183.33); and authorize the City Manager to execute the professional services agreement, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

Vice Mayor Macias recommended advertisement for the Parking Application.

11. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR CITYWIDE JANITORIAL SERVICES

MOTION: Councilmember Flores moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified vendors to provide janitorial services, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

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

NOES: None

12. CONSIDERATION AND APPROVAL TO PURCHASE TWO UTILITY SERVICE TRUCKS

MOTION: Councilmember Flores moved to approve the purchasing of two utility service trucks from George Chevrolet (Bellflower) for a not-to-exceed amount of \$72,000 payable from Account No. 111-8010-431.76.32; and, authorize the City Manager to execute all applicable documents related to the purchasing of the utility service trucks, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

Prior to item (13) Councilmember Ortiz stepped away from the dais.

13. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

MOTION: Councilmember Flores moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified vendors to provide fixed-route shuttle bus

transportation services, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

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

NOES: None

NOT PRESENT: Councilmember Ortiz

CITY CLERK

14. COUNCIL APPOINTMENT TO THE HEALTH AND EDUCATION COMMISSION

Vice Mayor Macias appointed Ana Garcia.

DEPARTMENTAL REPORTS

City Manager Ricardo shared that through the help Assembly Member Anthony Rendon's support, the City was able to secure 1.8 million for our Park's Department that will be used for upcoming Infrastructure improvements.

WRITTEN COMMUNICATIONS

Prior to Council Communications, Councilmember Ortiz returned to the dais.

COUNCIL COMMUNICATIONS

Councilmember Ortiz wished everyone a good evening.

Councilmember Martinez had nothing to report.

Councilmember Flores began by thanking the staff for their hard work. He added that the Parks and recreation's Luau Event was a success and acknowledge Director of Parks and Recreations, Cynthia for putting together a great event.

Vice Mayor Macias began by thanking staff and echoed Councilmember Flores on the Luau Event. She added it was a great summer activity for the community.

Mayor Sanabria wished everyone a safe night.

ADJOURNMENT

Mayor Sanabria adjourned the meeting at 8:56 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday August 15, 2023 at 6:00 p.m.

Respectfully submitted



Eduardo Sarmiento

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 Stabilzation
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
August 15, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AARON CRUZ	5220	111-6060-466.33-20	DANCE CLASSES	320.00
	5221	111-6060-466.33-20	DANCE CLASSES	160.00
	5222	111-6060-466.33-20	DANCE CLASSES	224.00
				\$704.00
ABBA TERMITE & PEST CONTROL	54428	111-7010-421.56-41	BEE HIVE REMOVAL	195.00
				\$195.00
ADLERHORST INTERNATIONAL LLC	109565	111-7010-421.56-41	K-9 SUPPLIES	43.10
				\$43.10
ADVANCE AUTO PARTS PROFESSIONAL	8799318656225	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	759.40
	8799318756253	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	683.55
	8799320056524	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	755.01
	8799320156533	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	179.13
	8799320156539	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	60.90
	8799320229310	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	121.39
	8799320156540	111-8085-431.43-21	CAR PARTS FOR SHUTTLES	318.67
	8799317861860	741-8060-431.43-20	CREDIT FOR FLEET MAINT	-86.84
	8799320056503	741-8060-431.43-20	SUPPLIES FOR PUBLIC WORKS	1,022.78
	8799320256575	741-8060-431.43-20	SUPPLIES FOR PUBLIC WORKS	520.31
	8799320356593	741-8060-431.43-20	SUPPLIES FOR PUBLIC WORKS	39.54
				\$4,373.84
AIRESPRING INC.	175090527	111-9050-462.74-10	CLOUD INTERNET SVCS	1,113.64
				\$1,113.64
ALADDIN LOCK & KEY SERVICE	33291	111-7010-421.43-20	KEYS FOR POLICE DEPT	13.12
				\$13.12
AMAZON.COM SERVICES, INC.	14LF-1QXJ-RV3Y	111-6010-451.61-20	OFFICE SUPPLIES	130.32
	1HCQ-PPPV-6TJ7	111-6010-451.61-20	OFFICE SUPPLIES	65.01
	1W43-PJX7-41TC	111-6010-451.61-20	OFFICE SUPPLIES	260.71
	11C4-T9FC-4XXQ	111-6065-451.57-46	SENIOR DANCE SUPPLIES	90.38
	19TJ-JHMR-4TMC	111-6065-451.57-46	SENIOR DANCE SUPPLIES	37.47
	1V3F-QVK6-F7MC	111-6065-451.57-46	SENIOR DANCE SUPPLIES	19.83
	1W9K-DFFV-3NX9	111-6065-451.57-46	SENIOR DANCE SUPPLIES	25.19
				\$628.91
ARACELI ALVARADO	1242023	111-0000-399.90-90	POLICE INMATE REFUND	1,821.00
				\$1,821.00
AT&T MOBILITY	X07252023	111-7040-421.56-41	PD WIRELESS PHONES	6,130.34
				\$6,130.34
AUTO ZONE	4075675806	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	95.72
	4075676724	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	115.71
	4075670921	741-8060-431.43-20	CAR PARTS FOR UNITS	505.40
	4075675601	741-8060-431.43-20	CAR PARTS FOR PW UNIT	53.93
	4075675602	741-8060-431.43-20	CAR PARTS FOR PW UNIT	103.61
	4075675982	741-8060-431.43-20	FORKLIFT BATTERY	214.98
				\$1,089.35

**City of Huntington Park
Demand Register
August 15, 2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BOB BARKER COMPANY INC.	INV1923303	111-7010-421.61-20	INMATE SUPPLIES	700.14
	INV1923641	111-7010-421.61-20	INMATE SUPPLIES	264.73
				\$964.87
BRINGINO, EGLICERIO	000024997	681-0000-228.70-00	WATER DEPOSIT REFUND	168.96
				\$168.96
BRINGINO, EGLICERIO G.	000024995	681-0000-228.70-00	WATER DEPOSIT REFUND	304.21
				\$304.21
BRINK'S INCORPORATED	5879711	111-9010-419.33-10	BANK SVC TRANSPORTATION	393.88
				\$393.88
BUENA PARK HONDA	505470	741-8060-431.43-20	BATTERY FOR PUBLIC WORK UNIT	145.42
				\$145.42
CALIFORNIA CONTRACT CITIES ASSN.	3819	111-0210-413.64-00	CITY MEMBERSHIP DUES	5,000.00
				\$5,000.00
CAMARENA, MANUEL	000012089	681-0000-228.70-00	WATER DEPOSIT REFUND	318.02
				\$318.02
CANNON CORPORATION	85228	111-8010-431.76-12	CONSTRUCTION AND MANAGEMENT	21,907.30
				\$21,907.30
CENTRAL FORD	29622	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	98.67
	29640	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	110.87
	29642	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	92.50
	29772	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	636.66
	29783	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	324.84
	29920	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	147.51
	30017	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	107.91
	30090	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	160.68
	30081	111-8085-431.43-21	AC SHUTTLE	425.28
	29985	741-8060-431.43-20	CAR PARTS FOR PW UNIT	266.37
	30062	741-8060-431.43-20	CAR PARTS FOR UNITS	861.43
				\$3,232.72
CHARTER COMMUNICATIONS	0511379071323	111-7040-421.56-41	INTERNET CLOUD BACK UP PD	159.98
	0511353071923	111-8095-431.53-10	CITY HALL BACKUP INTERNET	199.97
				\$359.95
CLINICAL LAB OF SAN BERNARDINO, INC	2301152-	681-8030-461.56-41	WATER QUALITY TESTING JUNE	932.00
				\$932.00
CONCENTRA MEDICAL CENTERS	79842750	111-2030-413.56-41	DEPT HEAD PHYSICAL	470.00
				\$470.00
DAILY JOURNAL CORPORATION	A3723249IN	111-1010-411.54-00	PUBLIC HEARING NOTICE	26.25
	A3724138	111-1010-411.54-00	PUBLIC HEARING NOTICE	57.75
	A3724138IN	111-1010-411.54-00	REQUEST FOR PROPOSAL	57.75
	B3722731IN	111-1010-411.54-00	PUBLIC HEARING NOTICE	80.00
	B3722751IN	111-1010-411.54-00	REQUEST FOR PROPOSAL	70.00
	B3722754IN	111-1010-411.54-00	PUBLIC HEARING NOTICE	65.00

City of Huntington Park
Demand Register
August 15, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DAILY JOURNAL CORPORATION	B3722754IN	111-1010-411.54-00	REQUEST FOR PROPOSAL	255.00
				\$611.75
DATAPROSE, INC.	DP2302601	681-8030-461.56-41	CONSUMER CONFIDENCE REPORT	5,603.56
				\$5,603.56
DAY WIRELESS SYSTEMS	INV781058	111-7010-421.56-41	PROGRAMMING OVERVIEW	595.00
	INV781827	111-7010-421.56-41	INSTALLATION RADIO PD	210.00
	INV781832	111-7010-421.56-41	INSTALLATION RADIO PD	456.05
	INV781838	111-7010-421.56-41	INSTALLATION RADIO PD	190.05
	INV781844	111-7010-421.56-41	INSTALLATION RADIO PD	344.05
	INV781847	111-7010-421.56-41	INSTALLATION RADIO PD	127.05
	INV781853	111-7010-421.56-41	INSTALLATION RADIO PD	79.55
				\$2,001.75
DELTA DENTAL	BE005633100	111-0000-217.50-20	DELTA CARE DPO BENEFITS	7,846.59
				\$7,846.59
DELTA DENTAL INSURANCE COMPANY	BE005630705	111-0000-217.50-20	DELTA CARE PMI BENEFITS	1,989.67
				\$1,989.67
DUNN EDWARDS CORPORATION	2009A14056	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	945.21
				\$945.21
EXCEL PAVING COMPANY	R-27143	111-0000-206.00-00	CIP 2021-01 SB1 CDBG	59,171.64
	R-27143	221-0000-206.00-00	CIP 2021-01 SB1 CDBG	57,053.09
	R-27143	239-0000-206.00-00	CIP 2021-01 SB1 CDBG	148,074.80
				\$264,299.53
EXPRESS TRANSPORTATION SERVICES LLC	DAR07012023	111-8085-431.56-45	DIAL A RIDE SVCS AUGUST	69,183.33
				\$69,183.33
FM THOMAS AIR CONDITIONING INC	45441	111-7024-421.56-41	MAINTENANCE AIR CONDITION	484.30
	45441	111-8020-431.56-41	MAINTENANCE AIR CONDITION	218.90
	45441	111-8022-419.56-41	MAINTENANCE AIR CONDITION	2,791.30
	45441	111-8023-451.56-41	MAINTENANCE AIR CONDITION	1,795.50
				\$5,290.00
FRANCISCO MENDOZA	87977	111-0110-411.66-05	SPECIAL MEETING DINNER	75.00
				\$75.00
GEORGE CHEVROLET	143562CVW	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	328.99
	144510CVW	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	33.83
	143562CVW	741-8060-431.43-20	CAR PARTS FOR PW UNIT	497.46
	144016CVW	741-8060-431.43-20	CAR PARTS FOR PW UNIT	399.69
	144018CVW	741-8060-431.43-20	CAR PARTS FOR PW UNIT	235.51
	144019CVW	741-8060-431.43-20	CAR PARTS FOR PW UNIT	315.01
				\$1,810.49
GOVERNMENT STAFFING SERVICES, INC	130212	111-3010-415.56-41	CONTRACTUAL SVCS	20,384.62
	130220	111-3010-415.56-41	CONTRACTUAL SVCS	21,250.00
	130227	111-3010-415.56-41	CONTRACTUAL SVCS	21,250.00

**City of Huntington Park
Demand Register
August 15, 2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
GOVERNMENT STAFFING SERVICES, INC	130212	787-8914-499.56-41	CONTRACTUAL SVCS	13,760.00
	130220	787-8914-499.56-41	CONTRACTUAL SVCS	16,715.00
	130227	787-8914-499.56-41	CONTRACTUAL SVCS	17,685.00
				\$111,044.62
GWMA	2024-12	111-8030-461.56-42	GATEWAY WATER MANAGEMENT	15,000.00
	HTU-23-26	111-8030-461.56-42	HABOR TOXIC UPSTREAM FY 23-24	626.98
	UR2-23-05	111-8030-461.56-42	LA RIVER UPPER REACH	42,115.59
				\$57,742.57
HASA, INC.	903608	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	676.52
	903609	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	378.85
	903613	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	299.63
				\$1,355.00
HDL COREN & CONE	SIN030158	111-9010-419.56-41	CONTRACTUAL SERVICES	2,361.18
				\$2,361.18
HG GRAPHIC AND PRINTING	2107	111-3010-415.61-20	BUSINESS CARDS PRINT	27.56
				\$27.56
HOME DEPOT - PUBLIC WORKS	7276366	111-8010-431.61-20	TOOLS FOR ST DIVISION	416.38
	6275657	111-8020-431.43-10	PW BUILDING SUPPLIES	288.99
	5275736	111-8022-419.43-10	CITY HALL SUPPLIES	39.42
	9277017	111-8022-419.43-10	CITY HALL SUPPLIES	190.31
	1276849	111-8024-421.43-10	PD BUILDING SUPPLIES	222.20
	9035015	111-8024-421.43-10	PD BUILDING SUPPLIES	157.26
	9275334	111-8024-421.43-10	PD BUILDING SUPPLIES	146.30
	9362610	111-8024-421.43-10	PD BUILDING SUPPLIES	126.37
	1275205	535-8016-431.61-45	ST LIGHTING SUPPLIES	155.04
	276143	741-8060-431.43-20	FUEL FOR GENERATOR	35.90
	5530661	741-8060-431.43-20	FUEL FOR GENERATOR	35.90
				\$1,814.07
IBE DIGITAL	456990	111-9010-419.44-10	TONER FOR PRINTER	18.07
	457059	111-9010-419.44-10	PRINTER CONTRACT PAYMENT	2,561.79
				\$2,579.86
IMPACT TIRE SERVICE	7109	741-8060-431.43-20	REPAIRS-PW UNIT	100.00
				\$100.00
INFINITY BACKGROUND INVESTIGATIONS	103	111-7010-421.56-41	BACKGROUND INVESTIGATION	1,000.00
	104	111-7010-421.56-41	BACKGROUND INVESTIGATION	500.00
				\$1,500.00
INFRAMARK LLC	99074	283-8040-432.56-41	WATER FACILITY SEWER SYSTEM	14,297.04
	99074	681-8030-461.56-41	WATER FACILITY SEWER SYSTEM	110,211.74
				\$124,508.78
INFRASTRUCTURE ENGINEERS	28604	111-5010-419.56-49	BUILDING & SAFETY SVC	43,092.00
	28613	111-5010-419.56-49	BUILDING SAFETY CONSULTING	41,793.73
	28654	111-5010-419.56-49	ENGINEERING SVCS	568.00
				\$85,453.73

City of Huntington Park
Demand Register
August 15, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
INFRASTRUCTURE ARCHITECTS	393	239-5210-463.73-05	CIP 2022-09 CHELSEY PARK	2,700.00
				\$2,700.00
J SQUARED	00121	681-8030-461.56-41	PROFESSIONAL SVCS	625.00
				\$625.00
JAMSHID BARMAAN	HPAC06094	111-0000-322.10-10	CITATION REFUND	600.00
	HPAC06095	111-0000-322.10-10	CITATION REFUND	400.00
				\$1,000.00
JCL TRAFFIC	120250	111-8023-451.43-10	SIGNS FOR PW	299.44
				\$299.44
KNA CONSULTANTS INC	HP-02-23	111-8010-415.56-41	ENGINEERING SVCS	5,115.00
				\$5,115.00
KNIGHTSCOPE, INC.	CM1071	111-7040-421.56-41	CREDITK-5 MACHINE	-2,185.08
	CM1092	111-7040-421.56-41	CREDITK-5 MACHINE	-768.34
	CM1126	111-7040-421.56-41	CREDITK-5 MACHINE	-3,963.51
	CM1170	111-7040-421.56-41	CREDITK-5 MACHINE	-494.74
	CM1190	111-7040-421.56-41	CREDITK-5 MACHINE	-318.58
	CM869	111-7040-421.56-41	CREDIT K-5 MACHINE	-3,982.25
	INV3523	111-7040-421.56-41	K5 MACHINE SERVICE	68,400.00
				\$56,687.50
LACMTA	07152023	219-8085-431.58-50	JUNE 23 POSITION SUMMARY	493.02
				\$493.02
LAN WAN ENTERPRISE, INC	74316	111-7010-421.73-10	EQUIPMENT FOR POLICE DEPT	3,761.48
	74317	111-7010-421.73-10	MONITORS FOR POLICE DEPT	7,631.16
				\$11,392.64
LAURIE KAJIWARA	HP0030	111-9010-419.56-41	CONTRACTUAL SERVICES	1,282.50
				\$1,282.50
LB JOHNSON HARDWARE CO.	127753	111-8023-451.43-10	SUPPLIES FOR PW	43.96
				\$43.96
LIEBERT CASSIDY WHITMORE	246949	111-2030-413.64-05	HARASSMENT TRAINING	3,850.00
				\$3,850.00
LOPEZ, NEWAR	000024323	681-0000-228.70-00	WATER DEPOSIT REFUND	943.01
				\$943.01
LOYALTY PRODUCTS, INC.	2459	111-7010-421.56-41	TACTICAL TRAINING FOR PD	339.57
				\$339.57
LOZADA'S TRANSMISSIONS INC.	2191	111-8085-431.43-21	REPAIR SHUTTLE BUS	400.00
				\$400.00
LUIS MONZON	3045851	745-9031-413.52-30	SETTLEMENT CLAIM	1,750.00
				\$1,750.00
LUXURY AUTO BODY	PW6021	111-7010-421.43-20	REPAIRS TO POLICE UNIT	6,837.63
				\$6,837.63
MARISELA ZEPEDA	08012023	111-0240-466.55-42	SUPPLIES FOR EVENT	12.83
				\$12.83

City of Huntington Park
Demand Register
August 15, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MUNICIPAL WASTE SOLUTIONS	2005	285-8050-432.56-41	SB 1383 IMPLEMENTATION ASSISTANCE	3,422.50
				\$3,422.50
NATIONAL EMBLEM, INC.	H030000	111-7010-421.61-20	HP EMBRAIDED PATCHES	757.83
				\$757.83
NORTH STAR LAND CARE	1601-581	535-8090-452.56-60	CONTRACTUAL SVCS	37,617.75
				\$37,617.75
O'REILLY AUTO PARTS	2959-344444 2959-346797 2959-342875 2959-343694 2959-346294 2959-346297 2959-346682 5655-329053	111-7010-421.43-20 111-7010-421.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	CAR PARTS FOR POLICE UNIT CAR PARTS FOR POLICE UNIT DIESEL EXHAUST FLUID CAR PARTS FOR CITY UNITS CAR PARTS FOR PW UNIT CAR PARTS FOR CITY UNITS SUPPLIES FOR CITY UNITS MATERIAL FOR GENERATOR	97.54 273.73 119.00 15.42 22.04 489.55 323.05 39.67
				\$1,380.00
PATHWAY VET ALLIANCE HOLDING LLC	524135	111-7010-421.56-41	EMERGENCY CARE SVCS	1,894.25
				\$1,894.25
PERFORMANCE NURSERY	0000252682	535-8090-452.61-20	GRASS FOR BISSELL /FLORENCE	1,073.10
				\$1,073.10
PSYCHOLOGICAL CONSULTING ASSOC, INC	526526	111-7010-421.56-41	PRE EMPLOYMENT EVALUATION	440.00
				\$440.00
PURCHASE POWER	800090900355810	111-9010-419.53-20	POSTAGE FEES	3,660.64
				\$3,660.64
QDOXS	IN52894 IN52894 IN52894	111-8020-431.43-05 285-8050-432.43-05 681-8030-461.43-05	XEROX COPIER LEASE XEROX COPIER LEASE XEROX COPIER LEASE	30.99 31.00 31.00
				\$92.99
REDWOOD CONSTRUCTION MANAGERS	07312023	285-0000-228.75-00	C&D REFUND FOR PROJECT	22,000.00
				\$22,000.00
RINCON CONSULTANTS, INC.	49731	111-9050-462.56-41	HP SB1000 ASSISTANCE	9,120.75
				\$9,120.75
RIO HONDO COLLEGE	X23-92-ZHPK	111-7010-421.59-10	COURSE ENROLLMENT	228.00
				\$228.00
SMART & FINAL	3192200016901	111-7010-421.61-20	SUPPLIES FOR POLICE UNIT	135.86
				\$135.86
SONSRAY MACHINERY, LLC	PSO088784-1 PSO088978-1 PSO090163-1	741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	PARTS FRO PW UNIT VEHICLE PARTS FOR FLEET CYLINDER LIFT FOR TRACTOR	123.37 469.27 1,687.02
				\$2,279.66
SOUTH COAST AIR QUALITY MGMT DISTR.	4202965	741-8060-431.42-05	SUPPLIES FOR PW	803.41

City of Huntington Park
Demand Register
August 15, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SOUTH COAST AIR QUALITY MGMT DISTR.	4204326	741-8060-431.42-05	FY23-24 YEARLY FEE	160.35
SPARKLETT'S	15142085071323 19438227072623	111-9010-419.61-20 111-9010-419.61-20	DRINKING WATER SVCS DRINKING WATER SVCS	\$963.76 831.20 743.58
STANDARD INSURANCE COMPANY	3789170001 3789170001	111-0000-217.50-70 111-0000-217.50-70	STANDARD LIFE INS AUG 23 STANDARD LIFE INS JULY 23	\$1,574.78 7,657.31 7,657.31
SWARCO MCCAIN INC	INV0274375	221-8014-429.61-20	EMERGENCY REPAIR LACO	\$15,314.62 2,212.73
T-MOBILE USA	7222023 6/21/23-7/20/23 6/21/23-7/20/23	111-6010-451.56-41 111-8095-431.53-10 681-8030-461.53-10	MOBILE SERVICES FOR PARKS PHONE USAGE PUBLIC WORKS PHONE USAGE PUBLIC WORKS	\$2,212.73 546.11 1,156.51 155.20
THE HITT COMPANIES, INC	OE-121333 OE-121223 OE-121461	111-3010-415.61-20 111-7010-421.61-20 111-7010-421.61-20	OFFICE SUPPLIES ENGRAVED NAMES FOR PD SUPPLIES FOR PD	\$1,857.82 30.07 26.51 79.89
TOWN HALL STREAMS	15019	111-1010-411.56-41	FACEBOOK LIVE	\$136.47 300.00
U.S. BANK EQUIPMENT FINANCE	507752467	111-0210-421.44-10	IBE DIGITAL FINANCING AUG	\$300.00 2,645.87
UPWARD SOLUTIONS	23-0610 23-0711	111-5010-419.56-41 111-5010-419.56-41	PROJECT ADVOCACY & LABOR PROJECT ADVOCACY & LABOR	\$2,645.87 5,000.00 5,000.00
UTILITY SERVIVCE CO., INC.	585567	681-8030-461.41-00	CIP 2020-03	\$10,000.00 37,288.14
VALLEY VISTA SERVICES INC	0005309428	111-8027-431.56-59	SOLID WASTE HANDLING SVCS	\$37,288.14 19,130.00
VIGILANT SOLUTIONS, LLC	52679RI	111-7040-421.56-41	CAMERA LPR SYSTEM	\$19,130.00 18,900.00
XEROX FINANCIAL SERVICES	4461545 4461545 4461545	111-8020-431.43-05 285-8050-432.43-05 681-8030-461.43-05	LEASE PAYMENT LEASE PAYMENT LEASE PAYMENT	\$18,900.00 59.99 59.98 59.99
				\$179.96
				\$1,086,833.46

ITEM 3



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

August 15, 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 FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2023-2024

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2023-2024 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2023.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 1976, the voters of the City of Huntington Park approved an initiative to pay for the City's obligation to participate in the State of California Public Employees' Retirement System (CalPERS). Since that time, the City Council has annually set this voter approved ad valorem tax rate that facilitates placement on the property tax rolls by the Auditor Controller of the County of Los Angeles in order for the City to be able to meet its CalPERS related pension obligations.

Further, in 2005, the City issued \$23,050,000 City of Huntington Park Pension Obligation Bonds (Federally Taxable), Series 2005A ("Refunding Bonds"). The proceeds of the Refunding Bonds were then deposited into CalPERS to mitigate the City's unfunded pension liability for public safety employees at that point in time. The pension tax override was then pledged to the Refunding Bonds and in order to establish the obligation by law, the Refunding Bonds were validated in the courts, a judgment so entered, and the Refunding Bonds and a pledge of the override accordingly validated.

As in prior years, City Council establishes the property tax rate to be levied for FY 2023-2024 by resolution. Staff will move forward with placement on the property tax roll prior to the deadline, so that collection is ensured for payment of the City's debt service obligation.

CONSIDERATION AND APPROVAL OF A RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2023-2024

August 15, 2023

Page 2 of 2

FISCAL IMPACT/FINANCING

If the City Council approves the proposed rates, the pension tax revenues are estimated in the amount of \$6.4 million for Fiscal Year 2023-2024.

The City's pension obligation bond debt service payments are budgeted for Fiscal Year 2023-2024 in the amount of \$2.4 million. Additionally, the City's budgeted costs for pension benefits for City employees is estimated at \$5 million for Fiscal Year 2023-2024. There is a shortfall of \$1 million in covering the City's costs for pension obligations.

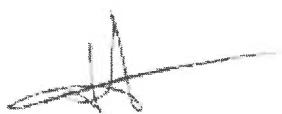
CONCLUSION

After Council approval of the resolution fixing the annual pension tax rate for the payment of debt service, as well as a portion of the cost of the CalPERS contribution, the City Clerk shall certify as to the adoption of the Resolution and cause it to be published once in a newspaper of general circulation, no later than fifteen (15) days following the adoption.

Respectfully submitted,



RICARDO REYES
City Manager



JEFF JONES
Director of Finance & Administrative Services

ATTACHMENT(S)

- A. Resolution Fixing the rate of taxes to pay the cost of the public employees' retirement system for the Fiscal Year 2023-2024 and levying taxes for said retirement system to the fiscal year beginning July 1, 2023.

ATTACHMENT "A"

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK FIXING THE RATE OF
TAXES TO PAY THE COST OF THE PUBLIC
EMPLOYEES RETIREMENT SYSTEM FOR THE
FISCAL YEAR 2023-2024 AND LEVYING TAXES FOR
SAID RETIREMENT SYSTEM TO THE FISCAL YEAR
BEGINNING JULY 1, 2023

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

SECTION 1. The tax rate for the cost of the Public Employees' Retirement System is hereby fixed at the following rates per \$100.00 of assessed valuation at full market value for the fiscal year 2023-2024 for the following tax districts of the City, namely:

Huntington Park Tax District #1	<u>.21000</u>
Huntington Park CBD Redevelopment Project	<u>.21000</u>
Huntington Park Industrial Redevelopment Project	<u>.21000</u>
Huntington Park North Redevelopment Project	<u>.21000</u>
Huntington Park Santa Fe Redevelopment Project Tax	<u>.21000</u>
Huntington Park Neighborhood Preservation Redevelopment Project	<u>.21000</u>

Said taxes are hereby levied upon all taxable property within the City of Huntington Park.

SECTION 2. The Mayor and/or City Clerk are authorized and directed to certify, under penalty of perjury, that the tax rates levied herein are exempt from the application of Article XIII A, Section 1(A) of the Constitution of the State of California.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution and cause it to be published once in The Press Telegram, a newspaper of general

1 circulation, printed and published in the County of Los Angeles and circulated in the
2 City of Huntington Park. Such publication to be completed not later than fifteen (15)
days following the passage hereof.

3

4 **PASSED, APPROVED AND ADOPTED** this 15th day of August 2023.

5

6

7

Marilyn Sanabria, Mayor

8 **ATTEST:**

9

10

Eduardo Sarmiento, City Clerk

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

ITEM 4



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

August 15, 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 PROFESSIONAL SERVICE AGREEMENT
AND FIRST AMENDMENT TO THE ACCOUNTING/FINANCE SERVICES
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON
PARK AND HERRERA & ASSOCIATES**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Resolution authorizing an agreement with Herrera & Associates, a municipal CPA firm, to provide Financial Consultant, namely John Herrera, CPA; and
2. Approve an appropriation in the amount not to exceed of \$22,500 a month for 12 months from account(s):
 - 33% from No. 111-3010-415.56-41
 - 33% from No. 787-8914-499.56-41
 - 33% from No. 111-9050-419.43-15
3. Authorize the City Manager to execute the Professional Services Agreement and the first amendment to the agreement.

BACKGROUND

The city has been rebuilding the financial records from Fiscal Year 2020 through the current year utilizing Mr. Herrera's services in various capacities. Additionally, other staffing agencies have provided staff to support the efforts of the ROAR project including Kajiwara Communications and MuniTemps. Kajiwara Communications contract ended in June 2023 and MuniTemps has continued to provide support to the ROAR project, which includes audit support.

The city is midway through the successful reconstruction of accounting records project and is embarking on the implementation a new ERP system, namely Tyler Munis Financial System, that will require input and direction from the finance department and finance staff.

**CONSIDERATION AND APPROVAL ACCOUNTING/FINANCE SERVICES
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON
PARK AND HERRERA & ASSOCIATES**

August 15, 2023

Page 2 of 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Due to the rebuilding of the ROAR project and the related Tyler Munis Financial System implementation project currently underway it is recommended that the City of Huntington Park enter into a Professional Services Agreement with Herrera & Associates to help strengthen current staff understanding process and provide accounting/finance assistance to the Finance Department. Services to be provided in the scope of services is attached to Exhibit "A" in the contract.

Herrera & Associates has provided high quality accounting/finance assistance to the Municipalities, assisting the Finance Departments with completing critical financial services. Mr. John Herrera has 34 years of municipal accounting/finance experience covering all aspects of finance support.

At this time, staff recommends approving the Professional Services Agreement (PSA) so there is no disruption of critical accounting/financial functions of the City.

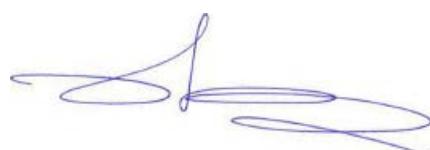
FISCAL IMPACT/FINANCING

Requesting \$22,500 a month appropriated to the Fiscal Year 2023-2024 Operating Budget.

CONCLUSION

Upon City Council approval, the City Manager will execute the Professional Service Agreement and the First Amendment to the Professional Service Agreement.

Respectfully submitted,



RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL ACCOUNTING/FINANCE SERVICES
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON
PARK AND HERRERA & ASSOCIATES**

August 15, 2023

Page 2 of 2



JEFF JONES, MBA
Director of Finance

ATTACHMENT(S)

- A. Resolution authorizing an agreement with Herrera & Associates, a municipal CPA firm, to provide Financial Consultant, namely John Herrera, CPA
- B. Professional Services Agreement between the City of Huntington Park and Herrera & Associates and Exhibit A. Proposal



ATTACHMENT "A"

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK, CALIFORNIA,
AUTHORIZING AN AGREEMENT WITH HERRERA
& ASSOCIATES TO PROVIDE TEMPORARY
STAFFING SERVICES AND APPROVING AN
APPROPRIATION IN THE AMOUNT OF \$22,500
PER MONTH FOR FISCAL YEAR 2023-24**

WHEREAS, The Finance Director is seeking approval from the City Council for an agreement commencing on August 16, 2023 for Fiscal Year 2023-24 with Herrera & Associates and authorize an appropriation in the amount of \$22,500 per month to fulfill the terms of the agreement; and

WHEREAS, Due to Herrera & Associates specialized knowledge in the field of municipal finance and experience in providing consulting services for municipalities, the Finance Director requests that the City Council make the necessary findings to exercise its authority to procure these services.

WHEREAS, the amounts set forth in Exhibit A, are equal to or less than the cost of providing the services for which the fees are charged.

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

SECTION 1. The City Council of Huntington Park hereby finds and declares that the foregoing recitals are true and correct, and incorporates them herein as findings and as a substantive part of this Resolution.

SECTION 2. The Huntington Park City Council finds, by this Resolution adopted that it is appropriate to procure Herrera & Associates consulting services due to their specialized knowledge in the field of finance and experience in providing consulting services for municipalities.

SECTION 3. The City Council authorizes the City Manager to enter into an agreement with Herrera & Associates on August 16, 2023 and to approve an appropriation in the amount of \$22,500 per month for Fiscal Year 2023-24 to fulfill the terms of the agreement, approved as to form by the City Attorney.

SECTION 4. The City Council authorizes the Mayor to execute the agreement for and on behalf of the City of Huntington Park. The Mayor is also authorized to execute this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

1 **PASSED, APPROVED AND ADOPTED this 15th day of August, 2023**
2
3
4

Marilyn Sanabria,
Mayor

5 **ATTEST:**
6
7

Eduardo Sarmiento,
8 City Clerk
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTACHMENT “B”

AGREEMENT NO._____

AGREEMENT

This Agreement is made and entered into Between the City of Huntington Park, a municipal corporation (hereinafter referred to as "CITY"), and Herrera & Associates, a DBA for Juan "John" Herrera (hereinafter referred to as (CONSULTANT").

WITNESSETH

WHEREAS, CITY desires to retain the services of an interim Financial Consultant to improve the efficiency, effectiveness, and quality and timeliness of key projects and initiatives of the CITY's Finance Department, as described in Exhibit "A" (Consultant Proposal) attached hereto and incorporated herein; and

WHEREAS, CONSULTANT is duly licensed under the laws of the State of California and is fully qualified to supply an Financial Consultant to provide specialized consulting services in the areas of municipal accounting, staff training, and related activities to support the CITY's Finance Department contemplated by this Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Designation of Financial Consultant. CONSULTANT hereby designates and assigns John Herrera as FINANCIAL CONSULTANT for the CITY. CONSULTANT ensures that John Herrera meets the requirements of the Financial Consultant services set forth in the Consultant's proposal as shown in Exhibit "A".
2. Scope of Services. General Financial Consultant services to be provided pursuant to this Agreement are as set forth in Exhibit "A".

3. Time and Order of Work. The CONSULTANT is being hired for his municipal finance expertise and his 33 years working in City government. The format of the work approach and work plan and number of hours of work shall be as mutually agreed upon by John Herrera and CITY's Finance Director. John Herrera shall complete all work and services as assigned by CITY's Finance Director in a timely and workmanlike manner.

4. Compensation. Services included in the scope of services (Exhibit "A") authorized by the CITY and agreed to by John Herrera will be billed at a fixed monthly bill rate of \$22,500.

John Herrera shall not be reimbursed for any other expenses related to the services to be provided, and all other indirect expenses of doing business shall be the responsibility of CONSULTANT and/or John Herrera. John Herrera, however, shall be provided access to CITY's computer system directly and via VPN connection, and copy machines, paper and supplies which are only to be utilized on projects for the CITY. Notwithstanding the foregoing, John Herrera may be reimbursed for mileage traveled outside the County of Los Angeles on behalf of and as approved by the CITY, at the CITY's approved mileage reimbursement rate. In addition, John Herrera will be provided, by the CITY, an office, and or office space, and phone for use by CONSULTANT when working at CITY offices.

5. Billing Procedures and Monthly Statements.

a. CONSULTANT shall submit to CITY, within ten (10) days after the end of each calendar month, an invoice for the \$22,500 fixed monthly bill rate. The parties acknowledge that payment of all monthly billing statements is expected to be made within thirty (30) days of CONSULTANT's invoice date.

6. Additional Consulting Services.

a. CONSULTANT is associated with a separate temporary staffing division doing business in Huntington Park under the name of MuniTemps – Municipal Staffing Solutions. CITY understands that MuniTemps may also provide staffing services, upon independent authorization from the City Manager or his designee. CONSULTANT may provide these staffing services upon review and approval of the City Manager or his designee.

7. Term of the Agreement. This Agreement shall have an effective date as of August 1, 2023 and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 8 hereof.

8. Termination of the Agreement. CITY has the right to terminate CONSULTANT's services at any time, without cause, subject to an obligation to give advance notice in writing to CONSULTANT on the first of the month, at least thirty (30) days prior to termination.

9. Files. All files and records pertaining to CITY shall be and remain the property of CITY.

10. Modifications to the Agreement. Unless otherwise provided for in this Agreement, modifications relating to the nature, extent or duration of CONSULTANT's and/or John Herrera's professional services to be rendered hereunder shall require the prior written approval of the City Manager, or his designee, CONSULTANT. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

11. Independent Contractor. No employment relationship is created by this Agreement. CONSULTANT and/or John Herrera shall, for all purposes, be considered as independent contractors of CITY. In performing the services required under this

Agreement, CONSULTANT and/or John Herrera will never act as an agent of CITY. However, should agency be unwittingly established, John Herrera shall be entitled to the same immunities and protections as any other government employee exercising discretion under all applicable statutes, regulations and judicial and administrative precedent. Notwithstanding the foregoing, CONSULTANT and/or John Herrera shall not be entitled to receive any other employee benefits from CITY and shall not have the authority to independently authorize expenditures or disbursement of CITY's funds.

12. Nondiscrimination. In the performance of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

13. Assignment and Subcontractors. This Agreement contemplates the personal professional services of John Herrera and this Agreement and the assignment of John Herrera as CITY's Financial Consultant, or any portion thereof, shall not be assigned to another person without the prior written consent of the City Manager or Finance Director of the CITY or his designee. CONSULTANT shall be responsible for the acts, errors or omissions of its employees and subcontractors.

14. Indemnity of CITY. CONSULTANT and/or John Herrera shall indemnify and hold harmless CITY, its agents, officers, employees, representatives and/or affiliates against any and all claims, demands, liabilities, damages or injury to any person, or damage or loss of any property, including reasonable attorney's fees and costs, arising from any negligent act or omission of CONSULTANT and/or John Herrera, its

subcontractors, officers, agents, employees, representatives, and/or affiliates while performing services pursuant to this Agreement, except for damages or injuries which are caused by the sole negligence of CITY.

15. Indemnity of CONSULTANT. CITY shall indemnify and hold harmless CONSULTANT, its agents, officers, employees, representatives and/or affiliates against any and all claims, demands, liabilities, damages or injury to any person, or damage or loss of any property, including reasonable attorney's fees and costs, arising from any negligent act or omission of CITY, its subcontractors, officers, agents, employees, representatives, and/or affiliates other than CONSULTANT and/or John Herrera pursuant to this Agreement, except for damages or injuries which are caused by the negligence of CONSULTANT and/or John Herrera.

16. Standard of Care. In the performance of his professional services, CONSULTANT and/or John Herrera will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of John Herrera's proposals, contracts or reports. CONSULTANT and/or John Herrera shall be entitled to rely upon the accuracy of data and information provided by CITY or others without independent review or evaluation unless provided otherwise in each specific authorization. John Herrera shall perform his services in connection with applicable laws, rules, regulations and standards that are in effect as of the date of this agreement.

17. Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Insurance.

a. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. With respect to general liability and errors and omissions, liability coverage should be maintained for a minimum of three (3) years after the end of this Agreement. CONSULTANT shall maintain the following limits on the following types of insurance:

1. General Liability Insurance in the sum of \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability Insurance in the sum of \$1,000,000.00 per accident for bodily injury and property damage.
3. Worker's Compensation Insurance as required by the State of California.

b. Any deductibles or self-insured retentions must be declared to and approved by CITY.

c. CONSULTANT agrees to increase the limits of its General Liability Insurance or its Automobile Liability Insurance if the CITY should require a higher insurance

limit for the General Liability Insurance or the Automobile Liability Insurance during the term of this Agreement.

d. The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees and designated volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts, or equipment furnished in connection with such work, services or operations.
2. For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents and designated volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or designated volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the Insured except after thirty (30) days prior written notice given to CITY.
4. General Liability Insurance cannot be on a claims-made basis.
5. Insurance is to be placed with insurers with a current AM best rating of no less than A if admitted. If Error and Omissions coverage is not available from an admitted insurer, the coverage may be written by a non-admitted

insurance coverage. A non-admitted insurance company shall have an AM best rating of A or higher.

6. CONSULTANT shall furnish CITY with endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements are to be on forms provided by CITY, unless the insurance company will not use CITY form. Endorsements are to be received and approved by CITY before work commences. As an alternative to CITY's forms, CONSULTANT's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by the specifications provided for herein.

7. CONSULTANT shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all the requirements stated herein.

20. Attorney's Fees. If any action at law or inequity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be assessed by the court in the same action or a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

21. Compliance with all Laws. CONSULTANT and John Herrera agree to comply with all federal, state and local laws, while providing services to CITY under this Agreement.

22. Entire Agreement. This Agreement shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of either party relating to the subject matter hereof.

23. CITY agrees that it will not hire associates or employees of CONSULTANT, as a CITY employee or contractor, directly or indirectly through any person or other firm, without the advance written approval of CONSULTANT, either during the temporary staffing assignment or within 183 days after the end of assignment, or be subject to a recruiting fee of 29% of annualized salary for the CONSULTANT's associate assigned to CITY. If CITY retains CONSULTANT's associate on the temporary staffing assignment a minimum of 980 hours, CITY shall have the option to hire the CONSULTANT's associate for a recruiting fee of 18% of annual salary.

CITY agrees not to change the job classification or related scope of work on this assignment without CONSULTANT's advance written approval. No provision of this Agreement may be amended or waived unless agreed to in writing and signed by both parties. All CONSULTANT's associates shall be under CITY's supervision and CITY shall have final approval on any and all decisions by CONSULTANT's associates assigned to CITY.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the dates indicated below.

CITY OF HUNTINGTON PARK

DATED: _____

By: _____

RICARDO REYES, City Manager

HERRERA & ASSOCIATES

DATED: _____

By: _____

John Herrera, Financial Consultant

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

DRAFT

HERRERA & ASSOCIATES

Municipal Accounting Services

14241 E. Firestone Blvd, Ste. 400
La Mirada, CA 90638
(800) 691-3120 Toll Free Phone
John@HerreraCPAs.com

June 23, 2023

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

Dear Mr. Reyes:

City of Huntington Park – Monthly / Hourly Financial Consultant Services

Herrera & Associates is a municipal CPA firm led by John Herrera, CPA who has for decades served City organizations in Los Angeles (including Huntington Park) as interim Finance Director and consultant. As the City hires a permanent Finance Director, the City can retain John Herrera, CPA as a Financial Consultant to provide seamless transition.

The following is a partial list of the consulting services provided by John Herrera:

1. **ROAR Project:** Leadership, direction, and support to keep the ROAR project on schedule with City Manager and Council goals.
2. **Trainer (Finance Staff):** Provide ongoing training to Finance staff, from Accounting Technician, to Accountant, and including Finance Director.
3. **Investments Support:** Support the City Treasurer / Finance Director to maximize investment yields while ensuring that all trades are in compliance with the safety and liquidity goals of investment policy.
4. **Lease Revenue Financing:** Work with City staff and the bond financing team to ensure financial data is timely provided to keep the project moving, and to dot I's and cross T's to minimize the borrowing costs and maximize proceeds for construction of Aquatics project.
5. **Contracts Negotiation:** Be available to assist the City as needed.
6. **Special Projects:** Support any special projects of City Manager or Council to help bring them to fruition on schedule.

It has been a pleasure serving the City as Finance Director during the past seven months. We have worked well as a team to return the trust and integrity of the Finance Department, although there is still much work to do.

FEE PROPOSAL:

John Herrera, CPA has 34 years' experience and a strong track record in City government and municipal finance. He has a specialized skill set in municipal finance that allows him to partner with the City to create high-impact solutions, which can create high value for the organization and the community.

Here are the two fee options for the City to consider in hiring John Herrera, CPA:

- **Option I** – Fixed fee monthly consulting contract of **\$22,500**, which will ensure John Herrera is available to the City as needed to support the list of seven (7) consulting services list above. However, there is no specific hour requirement, other than a commitment to work on specific projects under the direction of City staff. The fixed fee contract guarantees the City first priority on all work performed by John Herrera.
- **Option II** – Hourly rate of **\$275**, which is billed in minimum ½ hour increments.

Most of the work performed by John Herrera will be remotely, however, he will make himself available for key meetings and special projects via Zoom, Teams, or in person as needed to advance the most important initiatives of the City.

If this proposal is accepted by the City, a *separate consulting contract* will be drafted and sent to the City for approval as this service is through my CPA firm of **Herrera & Associates** with an effective date of **August 16, 2023**.

Our firm appreciates the opportunity to work with the City of Huntington Park and we look forward to continuing this relationship to meet the City's needs for financial management and any other municipal accounting needs.

Sincerely,



John Herrera, CPA
Herrera & Associates
License Number 1655 (California Board of Accountancy)

ITEM 5



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 15, 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 ACCEPTANCE OF WORK PERFORMED FOR CIP 2022-01 SENATE BILL 1 (SB1) SLURRY SEAL PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve acceptance of work performed by All American Asphalt for the construction of CIP 2022-01 Senate Bill 1 (SB1) Slurry Seal Project;
2. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the retention amount of \$30,555.18 to All American Asphalt 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the February 7, 2023 City Council meeting, the City Council awarded the construction contract to All American Asphalt. The project consisted of resurfacing and slurry sealing and repainting existing pavement markings and ladder (continental) style crosswalks at the following locations:

Street Name	Beginning Location	Ending Location	Resurface or Slurry
Mountain View	Florence Avenue	Saturn Avenue	Resurface – 2" AC
Passaic Street	Florence Avenue	Zoe Avenue	Slurry Seal
Marconi Street	Saturn Avenue	Zoe Avenue	Slurry Seal
Arbutus Avenue	Florence Avenue	Gage Avenue	Slurry Seal
Cedar Street	Saturn Avenue	Gage Avenue	Slurry Seal
Mission Place	Florence Avenue	State Street	Slurry Seal
Benson Street	Florence Avenue	State Street	Resurface – 2" AC

APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2022-01 SB1 SLURRY SEAL PROJECT

August 15, 2023

Page 2 of 3

Plaska Avenue	Florence Avenue	State Street	Slurry Seal
Zoe Avenue	Ford Lane	State Street	Resurface – 2" AC

The contractor was issued the Notice to Proceed on March 1, 2023 and work was scheduled accordingly thereafter. Cannon, construction oversight, have deemed the project substantially completed in accordance with the contract specifications. There are no unresolved stop notices or outstanding construction claims against the contractor. Staff recommends accepting the project as substantially complete and releasing the final retention payment within the prescribed timeline.

LEGAL AND PROGRAM REQUIREMENTS

Regarding the construction contract, it is recommended that the Mayor and members of the City Council accept the project as satisfactory and complete. Upon acceptance of the project, staff will file the "Notice of Completion" (Attachment 1) with the County Recorder's Office for the project. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release the Labor and Materials Bond to the bonding company and make final payment of the retention being withheld from the payment to Contractor, if no Stop Notices are filed within the 35-day period.

FISCAL IMPACT/FINANCING

City Council awarded the construction contract to All American Asphalt in the amount of \$561,540. City authorized a construction contingency of \$56,154, for a potential total construction contract amount of \$617,694. The contractor's final total project invoice amount was \$611,103.55. The final retention payment may be released for payment to the contractor thirty-five (35) days after the Notice of Completion is recorded. No additional budget appropriation is requested at this time.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

**APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2022-01 SB1 SLURRY
SEAL PROJECT**

August 15, 2023

Page 3 of 3



CESAR ROLDAN
Director of Public Works

ATTACHMENTS

1. Notice of Completion CIP 2022-01 SB1 Slurry Seal Project

ATTACHMENT "A"

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office
Attn: City Clerk

(Name)

6550 MILES AVE.

(Street Address)

HUNTINGTON PARK, CA 90255-4393

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: City of Huntington Park
3. The full address of the owner is: 6550 Miles Avenue, Huntington Park, CA 90255-4393
4. The nature of the interest or estate is: Street resurfacing and slurry seal project and repainting of pavement markings and ladder (continental) style crosswalks.

(If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")

5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on August 15, 2023

(Date)

The work done was: Street resurfacing and slurry seal of various street segments.

7. The name of the contractor, if any, for such work of improvement is:

All American Asphalt

(If no Contractor for work of improvement, insert "none")

February 7, 2023

(Date of Contract)

8. The street address of said property is:

Street Name	Beginning Location	Ending Location	Resurface or Slurry
Mountain View Avenue	Florence Avenue	Saturn Avenue	Resurface - 2" AC
Passaic Street	Florence Avenue	Zoe Avenue	Slurry Seal
Marconi Street	Saturn Avenue	Zoe Avenue	Slurry Seal
Arbutus Avenue	Florence Avenue	Gage Avenue	Slurry Seal
Cedar Street	Saturn Avenue	Gage Avenue	Slurry Seal
Mission Place	Florence Avenue	State Street	Slurry Seal
Benson Street	Florence Avenue	State Street	Resurface - 2" AC
Plaska Avenue	Florence Avenue	State Street	Slurry Seal
Zoe Avenue	Ford Lane	State Street	Resurface - 2" AC

9. The property on which said work of improvement was completed is in the City of Huntington Park, County of Los Angeles, State of California.

Ricardo Reyes, City Manager
City of Huntington Park

Date

VERIFICATION

I have read the foregoing Notice of Completion and know its content. I am the Acting City Clerk of the City of Huntington Park and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct and was duly and regularly ordered to be recorded in the Office of the Los Angeles County Registrar-Recorder/County Clerk.

Eduardo Sarmiento, City Clerk
City of Huntington Park

Date

ITEM 6

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



August 15, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to Kalban, Inc. for the construction of CIP 2022-10 CDBG ADA Reconstruction Project as the lowest responsive, responsible bidder for a not to exceed fee of \$733,250;
2. Approve a construction contingency in the amount of \$61,183.28 payable from CDBG funds and \$209,281.00 in Metro TDA Article 3 funds for a total construction contingency amount of \$270,464.28; and
3. Authorize the City Manager to execute the construction contract agreement and all change orders in good faith.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 20, 2023, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for CIP 2022-01 CDBG ADA Reconstruction Project (Project). The project consists 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
- 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

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT

August 15, 2023

Page 2 of 3

The NIB was published on June 23, 2023, in a newspaper of general circulation. The contract specifications were posted in the City's website and redistributed by several electronic media outlets that post the bid package on e-bid boards. A bid opening was held on July 19, 2023 where the City Clerk opened and read five (5) bids, though a total of six (6) bids were recorded. *CJ Concrete Construction, Inc. was the sixth construction firm that submitted a bid, though failed to get the bid documents directly into the hands of the City Clerk's Office within the prescribed timeline, therefor the recommendation to City Council is to deem the bid non-responsive. The following is the ranking of bids commencing from the lowest responsive, responsible bid:

Bidder (lowest bid first)	Total Bid
*CJ Concrete Construction, Inc.	\$630,650
** Kalban, Inc.	\$733,250
FS Contractors, Inc.	\$770,600
Gentry General Engineering, Inc.	\$856,900
CT&T Concrete Paving, Inc.	\$868,600
Palp Inc. DBA Excel Paving	\$974,600

** Kalban, Inc. DBA Excel Paving is the apparent low bidder. The bid analysis was conducted to ensure that the lowest responsive, responsible bid met all federal, state and local requirements. Based on the investigation, staff's recommendation is to award Kalban, Inc. the contract agreement (Attachment 1). The remaining bid proposals are available in the City Clerk's Office for review and the itemized bid results for comparative analysis is included as Attachment 2.

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 1/4 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 adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud, and corruption in the awarding of public contracts. The construction contract agreement conforms with all applicable Federal, State, local and public contracting codes and consents to the proper execution

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT

August 15, 2023

Page 3 of 3

by the City Manager. The City Clerk's Office will release the bid bonds for all construction firms that were not selected after approval from the City Council.

FISCAL IMPACT/FINANCING

Staff recommends awarding the contract to Kalban, Inc. for the construction of the Project as the lowest responsive, responsible bidder for a not-to-exceed amount of \$733,250. Additionally, staff recommends the approval of the construction contingency in the amount of \$61,183.28 payable from CDBG funds and \$209,281.00 in Metro TDA Article 3 funds for a total construction contingency amount of \$270,464.28. The City Manager is granted the authority to approve any and all negotiated construction change orders in good faith.

Finance staff will ensure that the proper expenditure request forms are submitted to Metro for the TDA Article 3 portion of the project. General funds shall not be affected or requested in this project.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

1. Kalban, Inc. Construction Contract
2. Bid Analysis

ATTACHMENT "A"



CONTRACTOR SERVICES AGREEMENT CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **15th day of August 2023** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Kalban, Inc.** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement is approved as of **August 15, 2023**. The contract period for this project is **one hundred and fifty (150) calendar days** from the effective date of the Notice-to-Proceed to be issued by the City. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$733,250** (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 Public Works. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement.

In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S

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

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

III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
 - A. **Commercial General Liability Insurance:** CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property

damage, operations, products and completed operations, and CONTRACTOR dual liability.

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

C. **Workers' Compensation Insurance / Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

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

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

3.4 **PRIMACY OF CONTRACTOR'S INSURANCE:** All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

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

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

IV. INDEMNIFICATION

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

V. TERMINATION

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

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

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

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

CONTRACTOR:

Kalban, Inc
26450 Ruether Ave, Unit 201
Santa Clarita, CA 91350
Deepak Patel, CEO
Phone: 818-504-1065

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:

By: Ricardo Reyes
City Manager

Date: _____

KALBAN, INC.:

By: Deepak Patel
CEO

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

KALBAN, INC.

PROPOSAL
FOR
CDBG ADA RECONSTRUCTION PROJECT
FY 2022/2023
CIP PROJECT NO.: 2022-10
IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

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

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

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

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

BID PROPOSAL
FOR
CDBG ADA RECONSTRUCTION PROJECT
FY 2022/2023
CIP PROJECT NO.: 2022-10
IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

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

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	25,000 ⁰⁰	25,000 ⁰⁰
2	Provide Traffic Control	LS	1	8,000 ⁰⁰	8,000 ⁰⁰
3	Provide Erosion Control and BMPs	LS	1	7,000 ⁰⁰	7,000 ⁰⁰
4	Remove and Replace Existing Curb Ramp with ADA Ramp (SSPWC Standard). Including Truncated, Truncated/ADA Pad, 2-foot Asphalt Lip, and Utility Box/Valve Lid Adjustment to Finish Grade	EA	15	700 ⁰⁰	10,500 ⁰⁰
5	Remove and Replace Concrete Sidewalk	SF	32,500	16 ⁰⁰	520,000 ⁰⁰
6	Remove and Replace Concrete Driveway	SF	700	27 ⁰⁰	18,900 ⁰⁰
7	Prune Root Existing Tree and Install Root Barrier	EA	35	650 ⁰⁰	22,750 ⁰⁰
8	Remove Concrete Sidewalk, Including Soil Backfill, Top Layer Mulch, and Utility Box/Valve Lid Adjustment to Finish Grade	SF	300	12 ⁰⁰	3,600 ⁰⁰
9	Reset Monuments or Centerline Ties As-Necessary for Construction	EA	10	800 ⁰⁰	8,000 ⁰⁰
10	Install Public Improvement Project Signs	EA	3	5,000 ⁰⁰	15,000 ⁰⁰
	TOTAL AMOUNT BID IN FIGURES				\$ 733,250⁰⁰

TOTAL AMOUNT BID IN WORDS:

Seven Hundred Thirty Three Thousand
Two Hundred and Fifty Dollars Dollars

Gott, Gordon
Bidder's Signature Matthew Lawrence

Vice President
Title

Kalban, Inc
Company Name

The total contract period for this project is one hundred and fifty (150) calendar days from the effective date of the Notice-to-Proceed to be issued by the City.

DESIGNATION OF SUBCONTRACTORS

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

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

Case Land Surveying 63411 (714) 628-8948
614 N. Eckhoff Street Orange, CA 92868

V&E OP Box 3280 Orange, CA 92857
LN 654506 (714) 997-0903

National Ready Mix 15821 Ventura Blvd
Ste 475 Encino CA 91436 4728 (818) 728-5290

Roll hard 1822 E Route 66 #262 Glendora
CA 91740 (800) 393-1642

Blue Diamond 441 Railroad Pl, Inglewood
CA 90301 (310) 674-9274

PORTION OF WORK,
MATERIALS, OR EQUIPMENT

Land Surveying

Roof Pipe + Barriers

Concrete

DWS

A/C

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

REFERENCES

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

1. LA County D4 900 South Fremont Ave Alhambra CA 91802
Name and Address of Agency
Laura Rockett (562) 869-1176
Name and telephone number of person familiar with project
\$2,500,000 R&R PCC Sidewalk Ramps C&G 5-23
Contract amount Type of work Date completed
2. City of Alhambra 111 S. First St Alhambra, CA 91801
Name and Address of Agency
Robert Bias (626) 703-9013
Name and telephone number of person familiar with project
\$809,028 R&R PCC Alleys Ramps C&G Driveways 04-22
Contract amount Type of work Date completed
3. City of Torrance 3031 Torrance Blvd, Torrance, CA 90503
Name and Address of Agency
Shin Furukawa (310) 618-3073
Name and telephone number of person familiar with project
\$1,700,000 R&R PCC Sidewalk, Drive, Ramp, C&G 05-23
Contract amount Type of work Date completed

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

Everest Reinsurance Company

Millennium Risk Management 5530 Trabuco Road Irvine CA 92620

Rebecca Hras-Bates (949) 679-7116

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Kalban, Inc
Business Address: 26450 Ruether Ave Unit 201
Santa Clarita, CA 91350
Telephone (818) 504-1065
State Contractor's License No. and Class: 507550
Original Date Issued 3-17-1987 Expiration Date 3-31-2025

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

Deepak Patel - CEO 26450 Ruether Ave Unit 201 Santa Clarita, CA 91350 (818) 504-1065
Kirit Sorathia - Treasurer 26450 Ruether Ave #201 Santa Clarita, CA 91350 (818) 504-1065
Dinesh Savalia - Officer 26450 Ruether Ave #201 Santa Clarita, CA 91350 (818) 504-1065

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

N/A

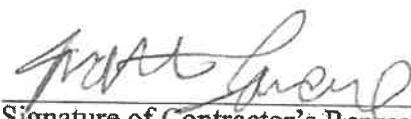
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 19th day of July, 2023.

BIDDER Kalban, Inc

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



Signature of Contractor's Representative

Matthew Lawrence

Printed Name

Vice President

Title

Subscribed and sworn to this 19th day of July, 2023.

NOTARY PUBLIC Andrew S. Lester See attached

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

PROPOSAL GUARANTEE
BID BOND

FOR

CDBG ADA RECONSTRUCTION PROJECT

FY 2022/2023
CIP PROJECT NO.: 2022-10

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Kalban, Inc.

_____, as BIDDER, and Everest Reinsurance Company
_____, as SURETY, are held and firmly bound
unto the City of Huntington Park, as AGENCY, in the penal sum of

Ten Percent of Total Amount Bid ---

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
18th day of July 2023

BIDDER* Kalban, Inc. - 26450 Ruether Avenue, Unit 201, Santa Clarita, CA 91350 - Phone: (818) 504-1065

SURETY* Everest Reinsurance Company - 1340 Treat Blvd, Ste. 450, Pacific Plaza, Walnut Creek, CA 94597, USA (925) 937-1000

Rebecca Haas-Bates Attorney in Fact Kevin Chambers

Rebecca Haas-Bales, Attorney-in-Fact
Subscribed and sworn to this **day of ** Please See Attached ** 20**

NOTARY PUBLIC

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE 5 1189

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

State of California

County of Los AngelesOn 7-19-2023

Date

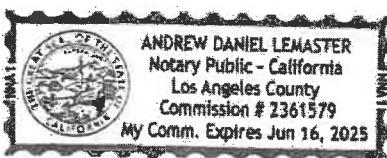
before me, Notary Public Andrew Lemaster,

Here Insert Name and Title of the Officer

personally appeared Matthew Lawrence

Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Andrew Lemaster

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

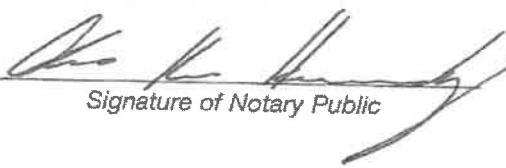
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 07/18/2023 before me, Alma Karen Hernandez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

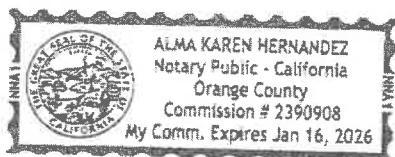
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature 

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 07/18/2023
Number of Pages: One(1) Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____
Everest Reinsurance Company

Signer's Name: _____

Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

William Syrkin, Rebecca Haas-Bates, Megan Hilke, Richard Adair

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surely, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surely or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surely or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surely or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surely or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 18th day of July 2023.



By: Nicole Chase, Assistant Secretary

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

CDBG ADA RECONSTRUCTION PROJECT

FY 2022/2023

CIP PROJECT NO.: 2022-10

IN THE CITY OF HUNTINGTON PARK

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

QUESTIONNAIRE

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

Yes _____

No X _____

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

N/A

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

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

FOR

CDBG ADA RECONSTRUCTION PROJECT

FY 2022/2023
CIP PROJECT NO.: 2022-10

IN THE CITY OF HUNTINGTON PARK

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

10 % of bid

Dollars

(\$ Bid Bond). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Kalkan, Inc.
Matthew Lawrence Bidder

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

Kalban, Inc

Contractor Name

100002721

Contractor Department of Industrial Relations Registration Number:

6-31-2025

Expiration Date of Registration Number

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

NON-SEGREGATED FACILITIES CERTIFICATION

FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 7-19-2023

Project Number: 2022-10

Company: Kalban, Inc.

Address: 76450 Rueher Ave #201, Santa Clarita, CA 91350

By: Gratit Greene

Title: Vice President

**CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND
THE FILING OF REQUIRED REPORTS**

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 7-19-2023 Project Number: 2022-10 Contract Award: \$ TBD

Awarding Agency: City of Huntington Park

Contractor Name: Kalban, Inc Total Number of Employees 30

Affiliate Company: NA

By: Maria Sonane

Title: Vice President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: 7-19-23

Project Number: 7022-10

Project Name: CDBG ADA Reconstruction Project

Company Name: Kalbom, INC

Address: 76450 Rincon Ave #201, Santa Clarita, CA 91350

Print Name: Matthew Lawrence

Title: Vice President

Signature: Matthew Lawrence

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

CBG Adm construction

Huntington Park

PROJEKT NA

CITY OF HUNTINGTON PARK
AWARDING AGENCY 2022-10
Project Number:

SUBCONTRACTORS:		Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
Name, Address, and Telephone Number <i>base land surveying 614 N Elkholt St Orange, CA 92868</i>	Number <i>33-016 9862</i>	65411	6000 ²	100	100	100	<i>Surveying</i>
Name, Address, and Telephone Number <i>Wind & tree service PO BOX 3280 Orange, CA 92857</i>	Number <i>95-3685 966</i>	654306	16,000 ²	100	100	100	<i>Wind Prod</i>

Mount Snow

Signature

7-19-25

Date

Matthew Lawrence - Vice President

Name and Title

Kalban, The

Company Name

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 06/30/2006)

1. FROM (name and address of requesting agency)		2. PROJECT NAME AND NUMBER					
		3. LOCATION OF PROJECT (City, County and State)					
4. BRIEF DESCRIPTION OF PROJECT		5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway					
6. WAGE DECISION NO. (include modification number, if any)		7. WAGE DECISION EFFECTIVE DATE					
<input type="checkbox"/> COPY ATTACHED							
8. WORK CLASSIFICATION(S)		HOURLY WAGE RATES <table border="1"> <thead> <tr> <th style="text-align: center;">BASIC WAGE</th> <th style="text-align: center;">FRINGE BENEFIT(S) (if any)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>		BASIC WAGE	FRINGE BENEFIT(S) (if any)		
BASIC WAGE	FRINGE BENEFIT(S) (if any)						
9. PRIME CONTRACTOR (name, address)		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)					
Check All That Apply: <ul style="list-style-type: none"> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision. 							
Check One: <ul style="list-style-type: none"> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested. 							
Agency Representative <small>(Typed name and signature)</small>		Date Phone Number	FOR HUD USE ONLY LR2000: Log in: Log out:				

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO:

Workers Training and Retaining Trust
(Name of Labor Union, Workers Representative, etc.)

Sierra Madre Ave, Azusa, CA
(Address)

Name of Business (Contractor): Kalban, INC

Project Name: COBG ADA Construction Project Project Number: 2022-10

The Undersigned currently holds a contract with City of Huntingdon Park, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Matthew Lawrence

(Print Name)

By: Matthew Lawrence

(Signature)

7-19-23

(Date)

Vice President

(Title)

SECTION 3 CLAUSE
COMPLIANCE CERTIFICATION

Project:

FY 2022-23 CDBG ADA Reconstruction Project

Company:

Kalban, Inc

26450 Puebler Ave #201
Street

Santa Clara CA 91350
City State Zip

Must be completed by the prime contractor and submitted with bid documents. Must be completed and submitted by all subcontractors prior to issuance of Notice to Proceed.

The undersigned does hereby certify that he/she/they has/have read and understood the awarding body's Section 3 Clause and requirements that apply to the above cited project, said requirements being known as the Section 3 Clause found in 24 CFR 75, as amended in the Section 3 Final Rule on September 29, 2020 (the Final Rule) and that neither the project nor the company are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Certified Company
Officer:

Matthew Lawrence Vice President
Name Title

Matthew Lawrence 7-19-23
Signature Date

QUALITATIVE SECTION 3 OUTREACH EFFORTS

Maintain documentation of all efforts to meet Section 3 requirements.

1.	Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
2.	Provided training or apprenticeship opportunities.
3.	Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
4.	Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
5.	Held one or more job fairs.
6.	Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
7.	Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
8.	Assisted Section 3 workers to obtain financial literacy training and/or coaching.
9.	Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
10.	Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
11.	Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
12.	Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
13.	Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
14.	Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

SECTION 3 BUSINESS CONCERN
OUTREACH LOG

Project:

CDB6 ADA Reconstruction

Company:

Kalban, INC

Certified Company
Officer:

Matthew Lawrence Vice President

Name

Title

Matthew Lawrence

93222

Signature

Zip

Must be completed by the prime contractor and submitted with bid documents to document outreach efforts to Section 3 Business Concerns. Must be completed and submitted by all subcontractors prior to issuance of Notice to Proceed. Use additional pages as needed.

Company Name	Date	Mode of Contact (Call, Email, Fax, Other)	Contact Person (Name)	Contact Info (Phone, Email, Other)	Correspondence Recap (Be descriptive and provide supporting documentation of outreach efforts)
					<i>See Attached</i>
					<i>Fax Log</i>

Continued

Company Name	Date	Mode of Contact (Call, Email, Fax, Other)	Contact Person (Name)	Contact Info (Phone, Email, Other)	Correspondence Recap (Be descriptive and provide supporting documentation of outreach efforts)
					<i>See Attached</i>
					<i>Fax Log</i>

KALBAN, INC.
 General Engineering Construction
 20450 Rutherford Ave., #201, Santa Clara, CA 95130
 818-504-1065 Fax: 818-504-1067

2023 UDBE/DBE/SWBE/SMBE/DBE CONTACT LIST

ORGANIZATION NAME	BUSINESS ADDRESS	COMPANY BUSINESS TYPE	FACE & GENDER CERTIFIED					CERT NO	CERTIFYING AGENCY	PHONE	FAX	DATE FACED	BID RESPONSE	COMMENTS	Email
			UDBE	DBE	SMBE	SWBE	DBE								
Advantage Demolition and Grading, Inc.	18819 Santa St, Winnetka, CA 91306	Excavation	X	X	X			CT-030528	LA MTA	818-477-2074	818-862-0509	7/17/2023	None		
Cecilia's Safety Service, Inc.	751 Seabright Ln, Solana Beach, CA 92075	Traffic Control		X		X		CT-025564	CA DOT	858-703-4465	858-731-4495	7/17/2023	None		
CML ENVIRONMENTAL SURVEY GROUP, INC.	33353 TEMECULA PKWY, SUITE 104 #333, Temecula, CA 92592	Survey		X				CT-41224	LA MTA	651-808-8585	651-848-9812	7/17/2023	None		
Crest Equipment, Inc.	17185 Hwy 8 Bus, Lakeside, CA 92040	Minor Concrete	X	X				CT-38251	CA DOT	619-444-5061	619-447-0560	7/17/2023	None		
Dominguez Construction Company, Inc.	16029 Arrow Highway, Suite B, Inverness, CA 91702	Masonry		X				CT-031488	City of Los Angeles	626-962-8600	626-162-5055	7/17/2023	None		
Global Road Sealing, Inc.	10832 Dorothy Ave., Garden Grove, CA 92643	Traffic Control	X	X	X			CT-031176	CA DOT	714-893-0845	714-893-0945	7/17/2023	None		
E. Jasper Wrigg & Trkg	9326 S. Vermont Ave., Los Angeles, CA 90044	Trucking	X	X		X		CT-31492	City of Los Angeles	323-754-9877	323-754-8550	7/17/2023	None		
Panacea, Inc.	14905 Paramount Blvd., Suite H, Paramount, CA 90723	Safety	X	X				CT-25399	CA DOT	562-860-2869	562-633-3180	7/17/2023	None		
Pre-Con Products LTD	246 Los Angeles Ave., Simi Valley, CA 93065	Concrete Supplier		X				CT-4651	CA DOT	805-527-0841	805-300-2498	7/17/2023	None		
Santos Excavating, Inc.	460 Ryan Avenue, Chico, CA 95973	Excavation		X	X			CT-030480	CA DOT	530-881-2274	830-894-7787	7/17/2023	None		
VAP Construction Inc.	15705 Birchwood Ln, La Mirada, CA 90638	Traffic Control	X	X				CT-39166	CA DOT	714-253-3270	714-551-9420	7/17/2023	None		
Payco Specialties	120 N. Second St., Chula Vista, CA 91910	Traffic Control	X	X	X			CT-102	CA DOT	619-422-9204	619-477-1620	7/17/2023	None		
Treasmith Enterprises, Inc.	1551 N. Miller St., Anaheim, CA 92606	Class & Grubbs	X	X				CT-35817	CA DOT	714-956-6037	714-698-6057	7/17/2023	None		
International Environmental Corporation	13432 Wentworth St, Aliso, CA 91331	Landscaping	X	X				CT-2269	City of Los Angeles	818-892-9341	818-897-0918	7/17/2023	None		
Saddleback Surveys Inc	9 Corporate Park, Suite 110, Irvine, CA 92608	Survey		X				CT-38047	LA County Metro	949-215-8630	949-215-6671	7/17/2023	None		
WAGNER ENGINEERING & SURVEY, INC	17134 DEVONSHIRE STREET, SUITE 200, Northridge, CA, 91325	Survey		X				CT-9284	City of Los Angeles	818-892-4565	818-488-8445	7/17/2023	None		
Alameda Construction Services	7548 EAST 125TH STREET, Compton, CA	Minor Concrete		X				CT-34242	City of Los Angeles	310-635-3277	310-635-0562	7/17/2023	None		
Lucas Builders	110 E JAMES AVE, La Habra, CA 90631	Minor Concrete	X					CT-37059	LA County Metro	310-853-0680	310-756-1247	7/17/2023	None		

All listings current as of 01-01-2023

All listings obtained from the following sources:

State of California Department of Transportation Civil Rights Program (DBE/SWBE/SMBE/DBE)

State of California Office of Small Business Certification - Disabled Veteran Business Enterprise (DVBE) List

The California Business Enterprise Program Find Certified Firms Web Site: www.dol.ca.gov/beps/obc_dvbe.aspx Last Updated Daily

SECTION 3
SAMPLE NOTICE OF PROJECT SERVICE AREA OR NEIGHBORHOOD OF PROJECT
EMPLOYMENT & CONTRACTING COMMITMENTS

INSTRUCTIONS

If awarded, each contractor, subcontractor, and sub-tier subcontractor is required to submit a notice to each labor organization with which it has a collective bargaining agreement or other agreement or understanding with for work on a Section 3 Project funded in whole or in part with federal funds. In addition, each awarded contractor, subcontractor, and sub-tier subcontractor will be required to post this notice(s) on the jobsite in a location available to its employees and the public. The notice shall be prepared on company letterhead. A sample of this notice has been provided below.

SAMPLE

TO WHOM IT MAY CONCERN:

The **(Company Name)** has entered into an agreement with the **(Awarding Body)** for work to be performed at **(Project Name and Location)**. This project is funded in whole or in part by the U.S. Department of Housing and Urban Development (HUD) and as such is subject to the terms of Section 3 of the Housing and Urban Development Act of 1968, 12 USC 1701 u, as amended in the Section 3 Final Rule on September 29, 2020 (the Final Rule). As an awarded contractor on this project, and pursuant to the provisions of Section 3, the **(Company Name)** is committed, to the greatest extent feasible, to utilizing Targeted Section 3 Workers and Section 3 Workers residing within the Service Area or Neighborhood of the Project as employees and trainees. In addition, the **(Company Name)** will utilize, to the greatest extent feasible, Section 3 Business Concerns located in or owned in substantial part by residents residing in the Section 3 Service Area or Neighborhood of the Project.

Per 24 CFR Part 75, HUD defines the Section 3 Service Area or the Neighborhood of the Project as an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census. For this reason, **(Awarding Body)** has identified the Section 3 Service Area or Neighborhood of the Project as:

(Insert description and aerial map, ensure to include bordering streets, cross streets, etc.)

It is the intention of the **(Company Name)** to fulfill its obligations under Section 3.

[Signature of Authorized Company Representative]

SECTION 3 BUSINESS CONCERN CERTIFICATION

Must be completed by the prime contractor and submitted with bid documents. Must be completed and submitted by all subcontractors prior to issuance of Notice to Proceed.

ML

Project Name:

~~Kalban~~ CDBG ADA

Company:

Kalban, INC

The above-named business certifies to the following: Reconstructing Project

Section 3 Requirements

A. Employment and Training

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, will ensure that employment and training opportunities arising in connection with this Section 3 project are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the Section 3 project is located; and

- Where feasible, priority for opportunities and training described above will be given to:
 - Section 3 workers residing within the service area or the neighborhood of the project; and
 - Participants in YouthBuild programs.

B. Contracting

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, will ensure contracts for work

- awarded in connection with this Section 3 project are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the Section 3 project is located; and
- Where feasible, priority for contracting opportunities described above will be given to:
 - Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - Youth Build programs.

Continued

Section 3 Business Concern Status

Is not a Section 3 Business Concern.

Is a Section 3 Business Concern based on the following qualifications (*check all that apply*)

It is at least 51 percent owned and controlled by low- or very low-income persons (*submit all Individual Section 3 Certifications*):

a. Number of Low- or Very Low-Income Owners: _____

b. Number of Owners: _____

c. Percentage of Low- or Very Low-Income Owners (a ÷ b): _____ %

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Targeted Section 3 Workers and Section 3 Workers (*submit prior three-month labor hour distribution report*):

a. Total labor hours performed over prior three-month period: _____

b. Total labor hours performed by Targeted Section 3 Workers and Section 3 Workers over the prior three-month period: _____

c. Percentage of Targeted Section 3 Worker and Section 3 Worker labor hours performed over the prior three-month period (b ÷ a): _____ %

Is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing (*submit all Individual Section 3 Certifications*):

a. Number of Owners who are currently public housing residents or live in Section 8-assisted housing: _____

b. Number of Owners: _____

c. Percentage of public housing or Section-8 housing Owners (a ÷ b): _____ %

The undersigned certifies under penalty of perjury that the information reported on this Section 3 Business Concern Certification is correct to the best of their knowledge.



Name

Signature

Scott Lawrence

Scott Lawrence

Title

VP

Date

7-19-13

SECTION 3 SAFE HARBOR PLAN

Must be submitted with bid documents. To be completed by the prime contractor and all subcontractors and sub-tier subcontractors.

Project Name:

CD86 ADA construction

Project Address:

Street Various locations
City _____ State _____ Zip _____

Company Name:

Kalban, Inc

Section 3 Contact Person:

Name Matthew Lawrence, Vice President
Title _____

Phone 818-612-0388 Email Address Kalbanine@at.com

Per 24 CFR Part 75, HUD defines the Section 3 Service Area or the Neighborhood of the Project as an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

The awarding body has identified the Section 3 Service Area or Neighborhood of the Project as (please also see enclosed aerial map):

(Insert description and aerial map, ensure to include bordering streets, cross streets, etc.)

A. Economic Opportunities for Section 3 Business Concerns

1. List all professional and construction subcontractors and material providers your company plans to use regardless of contract amount. You may use additional sheets to complete this section if necessary.

*V+E Tree service National Ready Mix
Lase land surveying Blue Diamond
 Rollheart, Inc*

* As defined on the Section 3 Purpose, Applicability and Definitions form.

Company Name: Case Land Surveying

Type: Professional Material Construction

Section 3 Business Concern: Yes No

License#: 5411 Contract Amount: \$ 6,000

Section 3 Contact Person: Karen York
Name

714-628-8948
Phone

Address: 614 N. Eckhoff Street
Street

Orange CA 92868
City State Zip

Scope: M.L. Land Surveying

Office Manager
Title

Karen @caselandsurveying.com
Email Address

Company Name: V&E

Type: Professional Material Construction

Section 3 Business Concern: Yes No

License#: 654506 Contract Amount: \$ 18,000

Section 3 Contact Person: John Payton
Name

714-997-0903
Phone

Address: OP Box 3280
Street

Orange CA 92857
City State Zip

Scope: Root Prune & Removals

Office Manager
Title

John @veetreeservice.com
Email Address

Company Name:	<u>National Ready Mix</u>		
Type:	<input type="checkbox"/> Professional <input checked="" type="checkbox"/> Material <input type="checkbox"/> Construction		
Section 3 Business Concern:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
License#:	<u>N/A</u>	Contract Amount:	\$ <u>TBD</u>
Section 3 Contact Person:	<u>TBD</u>	Name	<u>If awarded will contact about Section 3</u>
	Phone	Email Address	

Company Name:	<u>Roll hard</u>		
Type:	<input type="checkbox"/> Professional <input checked="" type="checkbox"/> Material <input type="checkbox"/> Construction		
Section 3 Business Concern:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
License#:	<u>N/A</u>	Contract Amount:	\$ <u>TBD</u>
Section 3 Contact Person:	<u>TBD</u>	Name	<u>If awarded will contact about Section 3</u>
	Phone	Email Address	

Company Name:	<u>Blue diamond</u>		
Type:	<input type="checkbox"/> Professional <input checked="" type="checkbox"/> Material <input type="checkbox"/> Construction		
Section 3 Business Concern:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
License#:	<u>N/A</u>	Contract Amount:	\$ <u>TBD</u>
Section 3 Contact Person:	<u>TBD</u> If awarded will contact about Section 3		
Phone			
Email Address			

Company Name: _____	Address: _____		
Type: <input type="checkbox"/> Professional <input type="checkbox"/> Material <input type="checkbox"/> Construction	Street		
Section 3 Business Concern: <input type="checkbox"/> Yes <input type="checkbox"/> No	City	State	Zip
License#: _____	Contract Amount: \$ _____	Scope: _____	
Section 3 Contact Person: _____	Name _____	Title _____	
Phone _____	Email Address _____		

2. Provide a detailed description of:

- all planned outreach efforts to identify and secure bids from Section 3 Business Concerns*;
- all technical assistance planned to help Section 3 Business Concerns understand and bid on the Section 3 Project*; and
- any assistance made available to Section 3 Business Concerns in bonding, guaranties, or other efforts to support viable bids.

sent out fax - see

written notice
of intent to
bid

B. Economic Opportunities for Targeted Section 3 Workers and Section 3 Workers.

1. List all processes and methods to employee and/or recruit Targeted Section 3 Workers* and Section 3 Workers*.

will work closely with union
in hiring Appendix

2. List any State approval apprenticeship programs your company anticipates utilizing on this project.

will hire apprentices
from local union

3. List any Job Training Partnership Act (JTPA) programs your company anticipates utilizing on this project.

N/A

4. Provide a detailed description of:

- all planned outreach efforts to recruit job applications from individuals who qualify as Targeted Section 3 Workers or Section 3 Workers; and
- all planned technical assistance to be provided to Targeted Section 3 Workers and Section 3 Workers for applying for open positions on the Section 3 Project.

will request them from labor union

5. List all other processes and methods your company anticipates utilizing to provide economic contracting and employment opportunities on this project and complying with all Section 3 requirements (use additional sheets if necessary).

Send out fax to various
companies: see Fax Log
and written notice
of intent to bid

KALBAN, INC.

GENERAL ENGINEERING CONSTRUCTION
26450 Ruether Ave., #201., Santa Clarita, CA 91350
Phone: 818-504-1065
Fax: 818-504-1067
License No. #507550-A
kalbaninc@aol.com

7-17-2023

Written Notice of Intent to Bid

KALBAN, INC. is bidding the following project as a prime contractor. Included in this listing are the portions of work that we have allocated to be bid on by available subcontracting firms, including DBE/MBE/DVBE/WBE firms.

**City of Huntington Park
6550 Miles Ave
Huntington Park, CA, 90255
CDBG Ada Reconstruction Project
Bid Opening 7-19-2023
2:00 PM**

The work, in general, consists of Removal and Reconstruction of, PCC Sidewalk, PCC Curb and Gutter, parkway improvements, Curb Ramps, Survey Work, and other related work.

The following categories of work have been allocated for reception of quotes from MBE/WBE/DVBE/SBE/DBE and Section 3 businesses:

Requesting
Concrete Suppliers
Trucking
Survey
Traffic Control Systems
Equipment Suppliers
Truncated Domes
Minor Concrete Excavation

If you are an interested DBE/MBE/DVBE/WBE sub contractor, KALBAN INC. can provide information about the plans, specifications and requirements for the selected subcontracting work.

KALBAN, INC. requests that your company submit a proposal for the sub-work allocated. Please be advised that KALBAN, INC., when applicable can assist interested Section 3 subcontractors in obtaining bonds, lines of credit or insurance. If you have any questions about this project, please feel free to contact our Section

3/DBE/MBE/WBE/DVBE administrator
Matthew Lawrence at kalbaninc@aol.com.

Thank you for your time.

C. Projected Labor Hours

Section 3 Safe Harbor Benchmarks

- Targeted Section 3 Workers are required to make up 5% of the total number of labor hours worked by all workers; and
- Section 3 Workers are required to make up 25% of the total number of labor hours worked by all workers, exclusive of the labor hours worked by Targeted Section 3 Workers.

1. Complete the following table reflecting:

- Column A - all trades anticipated to be used by your company on this project
- Column B - the total amount of positions your company projects to use for each trade
- Column C - of the amount reported in Column B, how many positions are currently employed by each trade
- Column D - of the amount reported in Column B, how many positions need to be hired by each trade
- Column E - the total labor hours projected to be used by each trade
- Column F - the number of hours projected to be worked by Targeted Section 3 Workers for each trade (these hours must be included in the total projected labor hours worked by each trade)
- Column G - the number of hours projected to be worked by Section 3 Workers for each trade (these hours must be included in the total projected labor hours worked by each trade)

(A) Trade	(B) Positions	(C) Currently Employed Positions	(D) Positions Needing to be Hired	(E) Projected Labor Hours Worked by all Trade Positions	(F) Projected Labor Hours Worked by Targeted Section 3 Workers	(G) Projected Labor Hours Worked by Section 3 Workers
Professional Services (Architectural, Engineering, etc.)						
Trainees/Apprentices	2	2	0	176	176	176
Laborer:	12	12	0	1,056		
Operator:	4	4	0	352		
Cement Mason:	9	9	0	792		
Roofer:						
Electrician:						
Other:						
Other:						
Other:						

See sample on subsequent pages.

2. Summary of Projected Labor Hours

(H) Total Projected Labor Hours worked by all trade positions (<i>sum of Column E</i>)	2,376
(I) Total Projected Labor Hours worked by all trade positions, less professional services labor hours (<i>sum of Column E less total professional service: labor hours</i>)	2,376
(J) Total Projected Labor Hours worked by Targeted Section 3 Worker(s) (<i>sum of Column F</i>)	176
(K) Total Projected Labor Hours worked by Section 3 Worker(s) (<i>sum of Column G</i>)	176
(L) Projected Labor Hours Percentage worked by Targeted Section 3 Worker(s) ($J \div I$)**	7.4 %
(M) Projected Labor Hours Percentage worked by Section 3 Worker(s) ($K \div I$)**	7.4 %

**The reporting structure in the Section 3 final rule allows a contractor, subcontractor, and sub-tier subcontractor to count any work performed by a professional service Targeted Section 3 Worker or Section 3 Worker as Targeted Section 3 labor hours and as Section 3 labor hours (i.e., in the numerator of the calculation), even when the professional service, as a whole, are not counted in the baseline reporting (i.e., in the denominator of the calculation). The effect of this reporting structure is to give a contractor, subcontractor, and sub-tier subcontractor a bonus if they are able to report Section 3 hires in the professional service context.

SECTION 3 SAFE HARBOR PLAN (SAMPLE – PART C)

C. Projected Labor Hours

Section 3 Safe Harbor Benchmarks

- Targeted Section 3 Workers are required to make up 5% of the total number of labor hours worked by all workers; and
- Section 3 Workers are required to make up 25% of the total number of labor hours worked by all workers, exclusive of the labor hours worked by Targeted Section 3 Workers.

1. Complete the following table reflecting:

- Column A - all trades anticipated to be used by your company on this project
- Column B - the total amount of positions your company projects to use for each trade
- Column C - of the amount reported in Column B, how many positions are currently employed by each trade
- Column D - of the amount reported in Column B, how many positions need to be hired by each trade
- Column E - the total labor hours projected to be used by each trade
- Column F - the number of hours projected to be worked by Targeted Section 3 Workers for each trade (these hours must be included in the total projected labor hours worked by each trade)
- Column G - the number of hours projected to be worked by Section 3 Workers for each trade (these hours must be included in the total projected labor hours worked by each trade)

(A) Trade	(B) Positions	(C) Currently Employed Positions	(D) Positions Needing to be Hired	(E) Projected Labor Hours Worked by all Trade Positions	(F) Projected Labor Hours Worked by Targeted Section 3 Workers	(G) Projected Labor Hours Worked by Section 3 Workers
Professional Services (Architectural, Engineering, etc.)	3	3	0	50	5	10
Trainees/Apprentices						
Laborer:	10	8	2	500	125	100
Operator:						
Cement Mason:	5	4	1	200	10	200
Roofer:						
Electrician:						
Other:						

2. Summary of Projected Labor Hours

(H) Total Projected Labor Hours worked by all trade positions (<i>sum of Column E</i>)	750
(I) Total Projected Labor Hours worked by all trade positions, less professional services labor hours (<i>sum of Column E less total professional services labor hours</i>)	700
(J) Total Projected Labor Hours worked by Targeted Section 3 Worker(s) (<i>sum of Column F</i>)	140
(K) Total Projected Labor Hours worked by Section 3 Worker(s) (<i>sum of Column G</i>)	310
(L) Projected Labor Hours Percentage worked by Targeted Section 3 Worker(s) ($J \div I$)**	20%
(M) Projected Labor Hours Percentage worked by Section 3 Worker(s) ($K \div I$)**	44%

**The reporting structure in the Section 3 final rule allows a contractor, subcontractor, and sub-tier subcontractor to count any work performed by a professional service Targeted Section 3 Worker or Section 3 Worker as Targeted Section 3 labor hours and as Section 3 labor hours (i.e., in the numerator of the calculation), even when the professional service, as a whole, are not counted in the baseline reporting (i.e., in the denominator of the calculation). The effect of this reporting structure is to give a contractor, subcontractor, and sub-tier subcontractor a bonus if they are able to report Section 3 hires in the professional service context.

APPENDIX "E"

FEDERAL WAGES

N/A

OWNER SECTION 3 SELF-CERTIFICATION
Los Angeles County

Project: _____

Owner Name: _____

Owner Address:
Street _____

City _____ State _____ Zip _____

I hereby certify under penalty of perjury that I am *currently*:

- Earning income that **does not exceed** the 2021 income limit of \$66,250.
- A public housing resident.
- A resident of Section-8 assisted housing.

- Earning income **exceeding** the 2021 income limit of \$66,250, *but within the past six months*:
 - Earned income that **did not exceed** the 2021 income limit of \$66,250.
 - Was a public housing resident.
 - Was a resident of Section-8 assisted housing.
 - None of the above.

Owner Signature

Date

To Be (Completed) Later

OWNER SECTION 3 CERTIFICATION
FOR EMPLOYEES
Los Angeles County

To be completed by owners on behalf of the employee.

Project: _____

Company: _____

Employee: _____
Name _____ Job Classification _____ Hire Date _____

Employee Address: _____
Street _____

City _____ State _____ Zip _____

I hereby certify under penalty of perjury that our company:

- A) Is a Section 3 Business Concern (*if selected, sign below*).
- B) Is not a Section 3 Business Concern (*if selected, continue, and sign below*).

Targeted Section 3 Worker

The employee resides within one mile of the work site or, if fewer than 5,000 people live within one mile of the work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Section 3 Worker

- The employee's income from our company **exceeds** HUD's income limit of \$66,250 when based on our calculation of what the employee's wage rate would translate to if annualized on a full-time basis.
- The employee's income from our company **does not exceed** HUD's income limit of \$66,250 when based on our calculation of what the employee's wage rate would translate to if annualized on a full-time basis.

Owner Signature _____ Date _____

To Be Completed Later

EMPLOYEE SECTION 3 SELF-CERTIFICATION
Los Angeles County

Project: _____

Employee Name: _____

Employee Address: _____
Street _____

City _____ State _____ Zip _____

I hereby certify under penalty of perjury that:

A) I am not a Targeted Section 3 Worker or Section 3 Worker

B) I am a Target Section 3 Worker, defined as a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five (5) years:

- Lives/Lived within the service area or the neighborhood of the project as defined by the Awarding Body; or
- Is a YouthBuild Participant
- I participate in public housing or Section-8 assisted housing programs.

C) I am a Section 3 Worker, defined as a worker who currently fits or when hired within the past five (5) years, earned income for the previous annualized calendar year that was below the income limit established by HUD (check only one).

- I was hired in 2022, and my annual income did not exceed the 2021 income limit of \$66,250
- I was hired in 2021, and my annual income did not exceed the 2020 income limit of \$63,100
- I was hired in 2020, and my annual income did not exceed the 2019 income limit of \$58,450
- I was hired in 2019, and my annual income did not exceed the 2018 income limit of \$54,250
- I was hired in 2018, and my annual income did not exceed the 2017 income limit of \$50,500
- I was hired in 2017, and my annual income did not exceed the 2016 income limit of \$48,650

Employee Signature _____ Date _____

COMPLETED BY EMPLOYER

The above-named employee was hired on: _____

The above-named employee's job classification is: _____

Name _____ Title _____ Signature _____ Date _____

SECTION 3 LABOR HOURS MONTHLY REPORT

Instructions: Each Contractor, Subcontractor, Lower-tier Subcontractor must complete this form and submit to the awarding body no later than 10-days following the monthly ending date.

Project Name: Will complete law

Company Name: _____

Contact for Section 3

Name _____ Title _____

Phone _____ Email Address _____

Month & Year: _____

STEPS

Step 1) Report all employees who provided labor hours* for the month on the project.

Step 2) If the employee is a Targeted Section 3 Worker, Column A will be marked "Yes" and Column B will be marked "No"

Step 3) If the employee is a Section 3 Worker, Column A will be marked "No" and Column B will be marked "Yes".

Step 4) If the employee is not a Targeted Section 3 Worker or not a Section 3 Worker, Column A and Column B will be marked "No".

Step 5) All labor hours must be reported for each employee regardless of their Section 3 status.

Step 6) Use additional pages as necessary.

I, undersigned, swear that the foregoing information is true and correct and I understand that false information may initiate action under Federal or State laws concerning false statements.

Signature

Date

* As defined on the Section 3 Purpose, Applicability and Definitions form.

To Be Completed Later

Continued

To Be Completed Later

**SECTION 3 LABOR HOURS
FINAL REPORT**

Instructions: Each Contractor, Subcontractor, Lower-tier Subcontractor must complete this form and submit to the awarding body upon commencement of their scope of work.

Project Name: _____

Company Name: _____

Certified Company Officer: _____
Name _____ Title _____

Phone _____ Email Address _____

Work Duration: _____
Starting Month & Year _____ Ending Month & Year _____

Section 3 established benchmark goals for (a) 25% of total labor hours worked by Section 3 workers*, and (b) 5% of total labor hours worked by Targeted Section 3 workers*.

STEPS

- Step 1) Report all employees who provided labor hours* on the project.
- Step 2) If the employee is a Targeted Section 3 Worker, Column A will be marked "Yes", and Column B will be marked "No".
- Step 3) If the employee is a Section 3 Worker, Column A will be marked "No" and Column B will be marked "Yes".
- Step 4) If the employee is not a Targeted Section 3 Worker or not a Section 3 Worker, Column A and Column B will be marked "No".
- Step 5) All labor hours must be reported for each employee regardless of their Targeted Section 3 or Section 3 status.
- Step 6) Use additional pages as necessary.

EMPLOYEE NAME	A EMPLOYEE IS A TARGETED SECTION 3 WORKER		B EMPLOYEE IS A SECTION 3 WORKER		TOTAL PROJECT LABOR HOURS
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A. Total Project Labor Hours for Targeted Section 3 workers (Column A must be marked "Yes")					
B. Total Project Labor Hours for Section 3 workers (Column B must be marked "Yes")					
C. Total Project Labor Hours for all employees					
D. Percentage of Project Labor Hours worked by Targeted Section 3 workers (A ÷ C)	%				
E. Percentage of Project Labor Hours worked by Section 3 workers (B ÷ C)	%				

I, undersigned, swear that the foregoing information is true and correct and I understand that false information may initiate action under Federal or State laws concerning false statements.

Signature _____

Date _____

** As defined on the Section 3 Purpose, Applicability and Definitions form.*

To Be Completed Later

Continued

To Be Completed Later

Additional Reporting if Section 3 Benchmarks were not met.

The contractor*, subcontractor, or sub-tier subcontractor will be considered to have complied with the Section 3 requirements and met the safe harbor*, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort for employment training and contracting and met or exceeded the applicable Section 3 benchmarks*.

If a contractor, subcontractor, or sub-tier subcontractor does not meet the Section 3 benchmark requirements but can provide evidence that they have made several qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the contractor, subcontractor, or sub-tier subcontractor will be considered in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

I, the under sign, acknowledge that our company has not met the Section 3 benchmarks for Targeted Section 3 Workers and Section 3 Workers on this project. In the absence of not meeting the Section 3 benchmarks, our company certifies that it has followed the required prioritization of effort for employment training and contracting and made the following qualitative efforts to meet the numerical benchmark goals (*check all that apply and provide documentation of efforts(s)*):

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Name	Title	Signature	Date
------	-------	-----------	------

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: Kalton, Inc

Address 26850 Rueter Ave Unit 201 Santa Clarita

State CA Zip Code: 91380 Telephone Number: (818) 304-1025

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and:
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:
- 3) The above named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Matthew Lawrence

Matthew Lawrence

2-19-23

Vice President

**CERTIFICATION BY CONTRACTOR
COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control

Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, as 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractor, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

AUTHORIZED SIGNATURES

N/A
(Individual)

N/A
(Co-Partner)

Andy Andre
(Corporate Officer)

7-19-23
(Date)

Kalbion, Inc
(Company)

Kalbion, Inc
(Name of Firm)

Kalbion, Inc
(Name of Corporation)

**TITLE 49, CODE OF FEDERAL REGULATION, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**
See <https://sam.gov>

MUST BE REGISTERED IN SAM.GOV with Active Status

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years;

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

No part of this contract shall be subcontracted to any person or firm ineligible to be awarded of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act, 29 CFR 5.12(a)(1) or 49 CFR 29.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Matthew Lawrence - 7-19-23
Signature Date

Matthew Lawrence, Vice President
Type or Print Name and Title of Signer

NOTE: Each member of a Joint Venture must submit this form. Additionally, previous certifications under the present Joint Venture shall be submitted upon request of the City.

**CONTRACTOR'S ACKNOWLEDGMENT OF RECEIPT
OF HUD 4010**
(http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf)

The Contractor certifies receipt of HUD 4010: "Federal Labor Standards Provisions".
The Contractor agrees to abide by the requirements set forth therein in connection with any funds
that may be made by the Government pursuant to the Contractor for Construction.


Signature

7-19-23
Date

Kalban, Inc Vice President
Title and Company

PENALTY FOR FALSE OR FRAUDULENT STATEMENT. U.S.C. TITLE 18, SEC. 1001, provides:
"whoever, in any matter within jurisdiction of any department or agency of the United States
knowingly and willfully falsifies . . . or makes any false, fictitious, or fraudulent statements or
representations, or makes or uses any false writing or document knowing the same to contain any
false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000, not
imprisoned not more than five years or both."

Kalban, Inc
Name of Contractor


Signature of Authorized Representative

26450 Rutherford Ave #201 7-19-23
Address Date

Santa Clarita, CA
City/State/Zip

818-504-1065
Telephone Number

507550
License Number

FRINGE BENEFIT PAYMENT CERTIFICATION

CDBG ADA Reconstruction
PROJECT NAME Project L

City of Huntington Park
LOCAL CONTRACTING AGENCY

Location: Various

CDBG Project Number: 2022-10

Work Classification	HOURLY FRINGE BENEFITS PROVIDED		Name, Address, and Telephone Number of the Approved Plan, Fund, or Program
	Health & Welfare	\$	
	Pension	\$	
	Vacation	\$	
	Apprenticeship/Training	\$	
	Other (explain)	\$	
	TOTAL HOURLY FRINGE	\$	
	Health & Welfare	\$	
	Pension	\$	
	Vacation	\$	
	Apprenticeship/Training	\$	
	Other (explain)	\$	
	TOTAL HOURLY FRINGE	\$	
	Health & Welfare	\$	
	Pension	\$	
	Vacation	\$	
	Apprenticeship/Training	\$	
	Other (explain)	\$	
	TOTAL HOURLY FRINGE	\$	
	Health & Welfare	\$	
	Pension	\$	
	Vacation	\$	
	Apprenticeship/Training	\$	
	Other (explain)	\$	
	TOTAL HOURLY FRINGE	\$	
	Health & Welfare	\$	
	Pension	\$	
	Vacation	\$	
	Apprenticeship/Training	\$	
	Other (explain)	\$	
	TOTAL HOURLY FRINGE	\$	

I Certify under penalty of perjury that:

I make payments to approved fringe benefit plans, funds, or programs as listed above.

OR

I DO NOT make payments to approved fringe benefit plans, funds, or programs.
Benefits are added to hourly rates and paid each week to the employees.

Kalbay, Inc.

(Print Company Name)

Contractor License Number: 507550

Matthew Lawrence

(Print Name of Person Authorized to Sign)

By: Matthew Lawrence

Date: 7-19-23

Title: Vice President

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California)

County of Los Angeles) ss.

Matthew Lawrence, being first, duly sworn, deposes and says that, he or she is Vice President of Karban, Inc, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: CD86 ADA Reconstruction Project Number: 2022-10

Company: Karban, Inc

Address: 26450 Pechter Ave #201

Santa Clarita, CA

Signature: Matthew Lawrence

Title: VP

Date: 7-19-23

see attached

SWORN TO AND SUBSCRIBED TO BEFORE ME

This 19th day of July, 2023

/s/ Notary Public: Anthony Sotelo

My Commission Expires: Jun 16th 2025

**CONTRACTING WITH SMALL BUSINESS
MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE
AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
 - a. Including qualified Small Business and Minority Firms on solicitation lists.
 - b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

**MINORITY AND WOMAN'S BUSINESS ENTERPRISE
CERTIFICATION**

Project:

CDBG ADA Reconstruction Project

Company:

Kallan, Inc

26450 Rueter Ave #201

Street

Santa Clara CA

City

State

91350

Zip

Must be completed by the prime contractor and submitted with bid documents. Must be completed and submitted by all subcontractors prior to issuance of Notice to Proceed.

TYPE OF FIRM: (Check One and Provide Information)

Individual
 Corporation
 Partnership

Name of Owner _____
 State of Incorporation CA _____

Indicate General "G", Limited "L" _____
 Name of Partners _____

Joint Venture Joint Venture Participants _____

Number of year(s) firm has been in business under present ownership 5 _____

OWNERSHIP DEMOGRAPHICS: (Provide the number of owners by category and the percentage of ownership interest of those individuals by category)

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number				<u>3</u>		
% of Assets Owned				<u>100%</u>		

OWNERSHIP INFORMATION: (List each owner of the firm, use additional pages as necessary)

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage
<u>Deepak Patel</u>	Asian	M	3	80	80
<u>Kint Soraitha</u>	Asian	M	3	9	9
<u>Dennis Soraitha</u>	Asian	M	3	12	12

I certify that the information provided herein is true and correct.

Certified Company
Officer:

Matthew Lawrence Vice President

Name

Title

Matthew Lawrence 7-19-2023

Signature

Date



**MBE AND WBE
AWARDED SUB-CONTRACTS**

Provide information on each subcontract or supply/material contract awarded to MBE/WBE firms. Have each subcontractor or supply/material provider submit a MBE/WBE Certification.

Name:			Contract Amount:	
Check If MBE and/or WBE:	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Scope of Work / Supplies/Materials to be Provided:	
If Certified MBE/WBE firm, specify Certifying Agency and Date of Certification:				

Name:			Contract Amount:	
Check If MBE and/or WBE:	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Scope of Work / Supplies/Materials to be Provided:	
If Certified MBE/WBE firm, specify Certifying Agency and Date of Certification:				

Name:			Contract Amount:	
Check If MBE and/or WBE:	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Scope of Work / Supplies/Materials to be Provided:	
If Certified MBE/WBE firm, specify Certifying Agency and Date of Certification:				

Type	Contract Amount	Percentage of Total Cost Proposal
MBE:	\$ _____	% _____
WBE:	\$ _____	% _____

I certify that the information provided herein is true and correct.

**Certified Company
Officer:**

Name _____ Title _____

Signature _____ Date _____

BID OPENING SCRIPT

- Before the bid opening, check with the department representative to make sure which schedule to read.
- When the bid sheet is printed, check it for accuracy before the department representative signs it.

1. Read intro – **“Good morning, Thank you for coming to the City Huntington Park Bid Opening for CIP 2022-10 CDBG ADA Reconstruction Project**
2. State the following:
 - **For the record, all bids are sealed.**
 - **Bids will be opened in the order received.**
3. Before opening each bid, read the company name on the envelope twice.
4. After opening each bid, announce flip through the bid and locate:
 - **The bid price (usually Schedule A only)**
 - **“The bid bond is present and signed” (if bid bond is not present, or not signed, announce it as well).**
5. After all the bids are opened, announce:
 - **The apparent low bidder is (State Name of Company), but the disclosure of the apparent low bidder does not mean the project has been awarded. Bids will be reviewed in full prior to an official awarding of the project.**
“Are there any questions, and if not announce “the bid is closed”.

ATTACHMENT "B"

Attachment - 3

Item	Description	Engineer's Estimate				CJ Concrete Construction, Inc.		Kalban, Inc.		FS Contractors Inc.		Gentry General Engineering, Inc		CT&T Concrete Paving Inc.		Pap Inc, DBA Excel Paving	
		Qty	Unit	Cost	Total Price	Cost	Total Price	Cost	Total Price	Cost	Total Price	Cost	Total Price	Cost	Total Price	Cost	Total Price
1	Mobilization/Demobilization (Not to exceed 3% of total of all other prime contract Bid items)	1	LS	\$25,700.00	\$25,700.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$24,900.00	\$24,900.00	\$24,000.00	\$24,000.00
2	Provide Traffic Control	1	LS	\$68,600.00	\$68,600.00	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$20,000.00	\$20,000.00	\$144,000.00	\$144,000.00	\$146,000.00	\$146,000.00	\$59,000.00	\$59,000.00
3	Provide Erosion Control and BMPs	1	LS	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$26,500.00	\$26,500.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00
4	Remove and Replace existing Curb Ramp with ADA Ramp (SSPWC Standard). Including Truncated, Truncated/ADA Pad, 2-foot Asphalt Lip, and Utility Box/Valve Lid Adjustment to Finish Grade	15	EA	\$6,800.00	\$102,000.00	\$7,500.00	\$112,500.00	\$7,000.00	\$105,000.00	\$9,500.00	\$142,500.00	\$9,500.00	\$142,500.00	\$9,300.00	\$139,500.00	\$16,000.00	\$240,000.00
5	Remove and Replace Concrete Sidewalk	32.500	SF	\$15.00	\$487,500.00	\$12.00	\$390,000.00	\$16.00	\$520,000.00	\$16.00	\$520,000.00	\$14.00	\$455,000.00	\$14.20	\$461,500.00	\$18.00	\$585,000.00
6	Remove and Replace Concrete Driveway	700	SF	\$30.00	\$21,000.00	\$17.00	\$11,900.00	\$27.00	\$18,900.00	\$20.00	\$14,000.00	\$41.00	\$28,700.00	\$18.00	\$12,600.00	\$23.00	\$16,100.00
7	Prune Root Existing Tree and Install Root Barrier	35	EA	\$1,300.00	\$45,500.00	\$1,500.00	\$52,500.00	\$650.00	\$22,750.00	\$1,000.00	\$35,000.00	\$560.00	\$19,600.00	\$1,500.00	\$52,500.00	\$560.00	\$19,600.00
8	Remove Concrete Sidewalk, Including Soil Backfill, Top Layer Mulch, and Utility Box/Valve Lid Adjustment to Finish Grade	300	SF	\$5.00	\$1,500.00	\$50.00	\$15,000.00	\$12.00	\$3,600.00	\$12.00	\$3,600.00	\$13.00	\$3,900.00	\$16.00	\$4,800.00	\$15.00	\$4,500.00
9	Reset Monuments or Centerline Ties As-Necessary for Construction	10	EA	\$950.00	\$9,500.00	\$875.00	\$8,750.00	\$800.00	\$8,000.00	\$600.00	\$6,000.00	\$950.00	\$9,500.00	\$700.00	\$7,000.00	\$600.00	\$6,000.00
10	Install Public Improvement Project Signs	3	EA	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$5,000.00	\$15,000.00	\$1,500.00	\$4,500.00	\$2,400.00	\$7,200.00	\$3,600.00	\$10,800.00	\$800.00	\$2,400.00
					\$780,800.00		\$630,650.00		\$733,250.00		\$770,600.00		\$656,900.00		\$968,600.00		\$974,600.00

Item 7



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 15, 2022

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AUTHORIZE STAFF TO DISTRIBUTE AND POST ON THE CITY'S WEBSITE THE DRAFT URBAN FOREST MANAGEMENT PLAN FOR A 60-DAY PUBLIC COMMENT PERIOD

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to distribute the draft Urban Forest Management Plan to community stakeholder and allow to post on the City's website for a period of 60-days for public consumption and commentary; and
2. Authorize staff to bring back the final draft at a future City Council meeting for adoption.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the November 2, 2021 City Council meeting, staff requested authorization to submit an urban forestry funding application under the California Department of Forestry and Fire Protection's Urban Forestry Program (CalFire) to draft the Urban Forest Management Plan (UFMP). At the May 17, 2022 City Council meeting, the City Council awarded the professional services agreement to TreePeople to draft the UFMP.

The UFMP provides the guidelines to protect and properly care for the City's urban forest. Contract consultants inventoried the trees located in the public right-of-way and provided information related to the location, condition, size, pruning cycles and maintenance requirements. Based on the information collected, sustainable management plans and rational budgets, amongst other pertinent information, were developed for the care of the City's urban forest.

FISCAL IMPACT/FINANCING

There is not fiscal impact associated with the approval of this recommendation.

CONCLUSION

**CONSIDERATION AND APPROVAL TO AUTHORIZE STAFF TO DISTRIBUTE AND
POST ON THE CITY'S WEBSITE THE DRAFT URBAN FOREST MANAGEMENT
PLAN FOR A 60-DAY PUBLIC COMMENT PERIOD**

August 15, 2023

Page 2 of 2

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

Respectfully submitted,



RICARDO REYES
City Manager

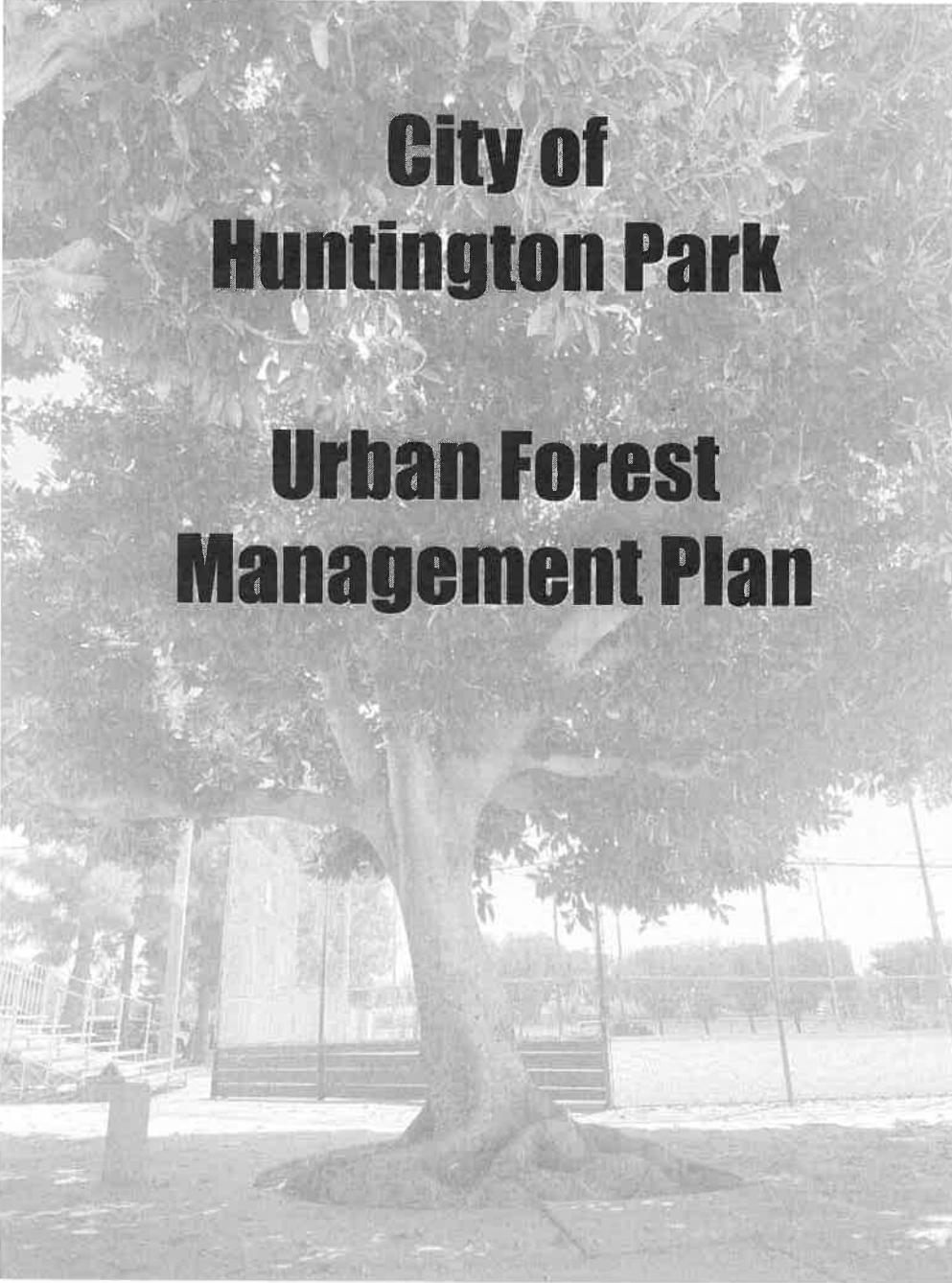


CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Draft Urban Forest Management Plan

ATTACHMENT "A"



City of Huntington Park

Urban Forest Management Plan

Acknowledgements

City of Huntington Park

City Council

Marilyn Sanabria, Mayor
Karina Macias, Vice Mayor
Graciela Ortiz, Councilmember
Eduardo "Eddie" Martinez, Councilmember
Arturo Flores, Councilmember

Public Works

Cesar Roldan, Public Works Director

Planning

Luis Rodriguez, Planning Manager

TreePeople

Dustin Herrmann, Principal Scientist
Mary Hillemeier, Policy & Research Coordinator
Shona Paterson, Planning Analyst
David Pineda, Operations & Grants Manager
Theo Ross, Geospatial Analyst

Photographs

Project team, Shona Paterson (unless otherwise cited)
TreePeople photo gallery, Adam Thomas

Contents

Executive Summary

Vision

Introduction

Urban Forest Benefits

Community Voices

Context

Existing Forest

Opportunities to Grow

Goals & Strategies

Implementation

Additional Information



TreePeople



Executive Summary

The urban forest provides many benefits to the community. This plan is structured around nine benefits that directly influence community health and well-being: Mental Health, Outdoor Activities, Stormwater Management, Shading & Cooling, Climate Resilience, Social Cohesion, Privacy & Quiet, Food Forest, and Biodiversity. These benefits play a key role in framing the community engagement, analyzing the urban forest, and informing strategies and goals.

The plan reflects community perspectives through the results of a survey that was conducted at three workshops and the Farmer's Market. The survey revealed that residents thought the benefits of Outdoor Recreation, Shading & Cooling, and Mental Health were most important. Community members most want to see more trees in along Streets and Sidewalks, in Schools, and in Public Parks. Maintenance of trees was the highest concern among residents, followed by damage caused by trees.

Huntington Park's urban forest depends on the social and ecological contexts that shape it. Huntington Park was not historically forested, but rather had a coastal sage scrub habitat, composed primarily of low shrubs. Trees were important to the Indigenous peoples that lived in the area who cultivated oak trees for acorns. The area began to urbanize in the 20th century, with the construction of the railroad and the use of Pacific Boulevard as a connection between Los Angeles and Long Beach.

Huntington Park has a climate of hot dry summers and wet, mild winters, which supports many types of trees, especially those that are drought tolerant. Climate change is altering that balance by increasing temperatures and making precipitation more variable. Not everyone will feel the impacts of climate change equally, with vulnerable populations including low-income residents, older adults, and those with existing medical conditions facing greater risks. Policies both at the state and local level influence the ability to fund and grow the urban forest.

Huntington Park has an existing tree canopy of 11% which is distributed unevenly across the city. Different land uses have differing levels of canopy cover, with industrial areas having the least canopy and parks having the most canopy. Even within land use, canopy cover varies significantly, leaving low canopy neighborhoods that are highest priority areas for tree planting. Looking specifically at street trees in the public right-of-way, some neighborhoods and major streets have high canopy cover, while others have almost no public canopy.

Huntington Park has a very diverse urban forest, with over 200 species, and no one species comprising more than 10%. The forest has a good distribution of different sizes of trees. Huntington Park's urban forest is mostly healthy, with 90% of trees in good or fair condition and less than 10% of trees in dead or poor condition.

There are many opportunities to plant new trees in Huntington Park including on existing vacant sites in the public right-of-way, and by modifying existing vegetated and hardscape landscapes to accommodate more trees. Additionally, design of the right-of-way can be adjusted to accommodate more trees and zoning codes can be modified to create more space for the urban forest on private property.

Based on the results of the community engagement and analysis of the urban forest, canopy targets have been set for each land use. To accomplish these targets, strategies have been outlined (see next page) that are supported by specific recommendations for City operations or policies to support the urban forest.

Implementing the plan will require coordinating people and funding. Stakeholders across the city have different roles in realizing the urban forest laid out in the plan. Achieving that urban forest will take time as trees grow, with differing responsibilities through time as the plan unfolds. Finally, funding to support the planting, maintenance, and engagement of the urban forest will need to be allocated to act on the strategies.

Key Takeaways by Chapter

Community Voices

- Mental Health, Shading & Cooling, and Outdoor Activities were the most desired benefits with 86% of resident ranking them as highly desirable
- Public land including Streets & Sidewalks, Schools, and Public Parks are the highest priority planting locations
- Tree maintenance is the highest area of concern of the urban forest
- Community members are supportive of the project and would like to see more trees in Huntington Park, as well as more engagement around the urban forest

Context

- The landscape of Huntington Park has gone through many transitions from Indigenous managed oak woodlands to an urban city
- Huntington Park has a warm, semi-arid climate that is projected to become hotter and less predictable with climate change
- Environmental burdens are disproportionately felt by vulnerable populations
- State regulations influence the resources dedicated to the urban forest and local regulations influence the land use available for tree planting

Existing Forest

- The existing public urban forest is diverse, young, and mostly healthy
- Tree canopy varies considerably by land use
- There is unequal distribution of canopy cover within land uses requiring some areas to be prioritized to create an equitable urban forest

Opportunities to Grow

- There is a lot of potential to increase tree canopy in Huntington Park, realizing much of this potential will require modifying existing paved areas
- More space can be created for the private urban forest by adjusting residential, commercial, and industrial zoning requirements
- More plantable spaces needs to be added to the public right of way by allocating space from cars to trees

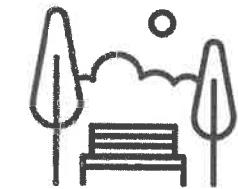
Goals and Strategies

- Prioritizing planting trees early in the project will allow time for tree growth throughout the project
- Coordinating stakeholders will help achieve a common goal
- Funding will be required to implement strategies
- The plan is a living document that will change over time

Implementation

- Citywide canopy goal is supported by goals for each land use based on community priorities and existing canopy
- Planting large trees will make it easier to achieve canopy goals with fewer planting spaces
- Strategies support canopy goals with specific operations and policy recommendations

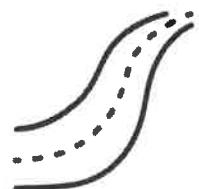
Goals



30%
canopy in public parks



30%
canopy in school zones



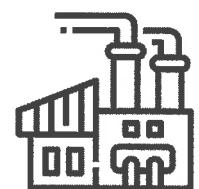
25%
canopy along the right-of-way



20%
canopy in
residential neighborhoods



15%
canopy in
commercial districts



10%
canopy in
industrial zones



20%
canopy citywide

Strategies

Plant

1. Maximize shade in the public right-of-way
2. Provide green areas for recreation in parks and around schools
3. Ensure industrial areas maintain beneficial canopies
4. Create canopied commercial corridors
5. Create immersive green neighborhoods for all residents
6. Pursue opportunities to expand the urban forest
7. Conserve the existing public urban forest
8. Conserve the existing private urban forest
9. Partner with agencies outside the City to coordinate tree planting
10. Engage the community with the urban forest

Partner Protect

Vision

A future where trees are abundant throughout the City and accessible to the whole community, providing opportunities for outdoor recreating, providing cooling on hot days, promoting safe, inviting streets, and creating immersive green spaces in all neighborhoods



Image: Tree planting (Adam Thomas)

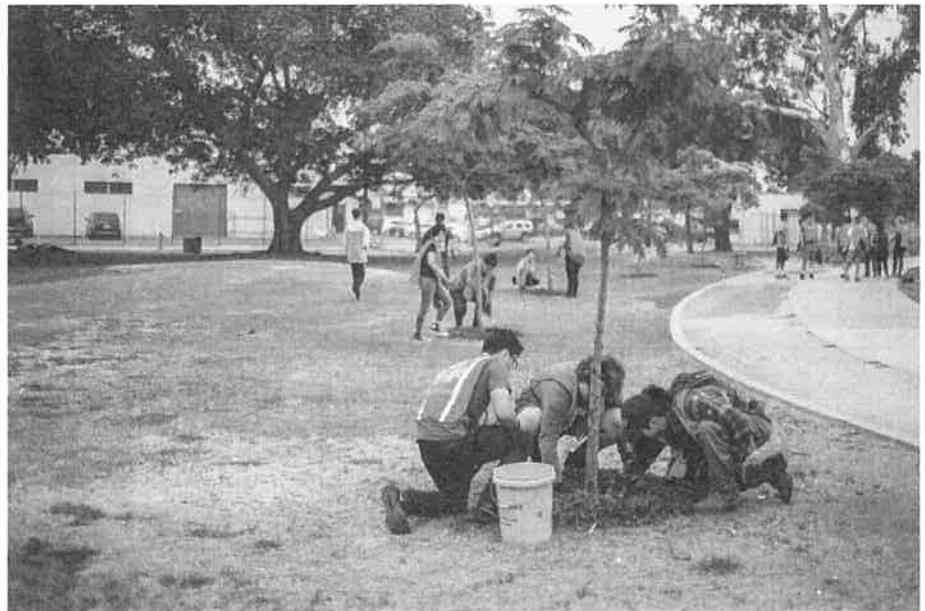
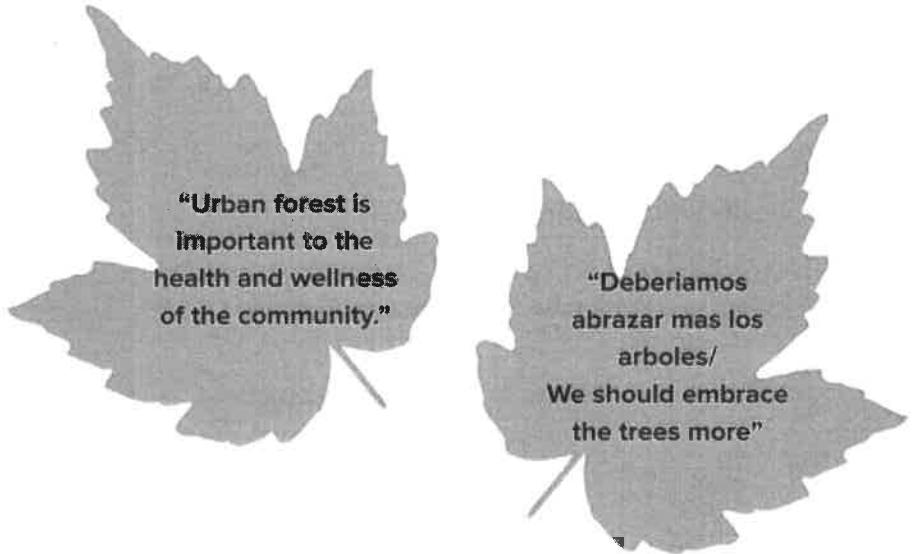


Image: Tree care in Huntington Park (Adam Thomas)



Introduction

Importance of having a plan for managing and growing the urban forest

Trees on public land and private property collectively form the urban forest of Huntington Park. The urban forest serves as part the City's critical infrastructure, which, like sidewalks and utilities, provides essential services that must be invested in and maintained. As such, a solid and agreed upon plan for managing the urban forest is needed to guide policy, investments, and effective management practices.

Urban forest management planning creates a road map towards an urban forest that provides a multitude of benefits to all residents of Huntington Park and is cared for in a way that allows the trees and the community they serve to thrive.

The importance of planning for the urban forest is essential now more than ever. Environmental hazards like climate change mean we need resilient living infrastructure like trees to help adapt to the changes happening now and in the years ahead.

A good plan guides smart investing in the urban forest to realize a greener and more resilient Huntington Park in the future. Maintaining and growing a forest in the urban fabric requires being intentional about making space for trees. Planning for the future of the urban forest will require finding more opportunities to plant trees and creating the capacity to care for those trees over the course of their lives.

Creating the City of Huntington Park Urban Forest Management Plan

This plan was created with input from community members, guidance from the City, and analysis of existing forest conditions and policies. Together, these insights informed recommended strategies to grow and sustain the urban forest over the next 50 years with expectation that the plan will be updated every 10 years based on progress made and changing community needs.

Trees in Huntington Park provide many benefits - a background of bird song, shady places to rest, or calming green scenery - and so naturally that they can go unremarked upon in daily life. Unremarked or intentionally beloved, the urban forest has a profound impact on community resilience, personal health and well-being, business success, and overall quality of civic life in Huntington Park.

While by no means inclusive of all the services of the urban forest, nine existing or potential benefits of the urban forest - listed and described in the **Urban Forest Benefits** chapter - are used extensively to develop Huntington Park's urban forest management plan. Selection of benefits was guided by several considerations with priority for benefits that residents could reasonably be expected to have experienced directly and could provide input based on this experience in Huntington Park.

To realize specific benefits, especially those important to the Huntington Park community, strategies for growing the urban forest can be optimized by species selection, location of trees, and the extent of tree canopy in different parts of the city. However, trees can provide multiple benefits simultaneously and, therefore, a healthy and growing urban forest can improve all.

Workshop surveys asked members of the Huntington Park community to prioritize which of the nine benefits were most relevant to them and where in city it was most important to gain more of urban forest benefits. See the **Community Voices** chapter.

The current urban forest was assessed for its contributions to these benefits. See the **Existing Forest** chapter.

Plans for future action were created to move the existing forest to better support the benefits prioritized in community surveys. See the **Goals & Strategies** chapter.

Benefits of the Urban Forest



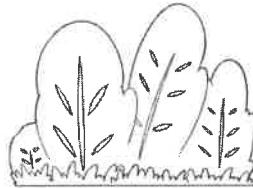
Mental Health

Provides immersive green spaces that are accessible to all residents



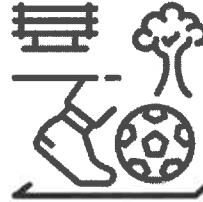
Shaded & Cooling

Tree canopy provides shade and cooler temperatures.



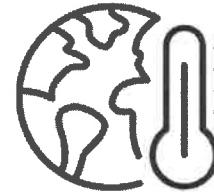
Privacy & Quiet

Provides screening and buffering of pollution to create privacy and filter noise.



Outdoor Recreation

Supports a wide array of activities outdoors.



Climate Resilience

Thrives in a hotter, drier climate



Stormwater Management

Helps reduce flooding issues and creates additional water resources.



Social Cohesion

Encourages gatherings in spaces like public squares and parks.



Food Forest

Provides culturally relevant fruit and nuts.



Biodiversity

Supports biodiversity and provides a wildlife habitat.

Community Voices

Key Takeaways

- Outdoor activities, Shading & Cooling and Mental Health were the most desired benefits of the urban forest
- Streets & Sidewalks, Schools, and Parks are the highest priority tree planting locations
- Maintenance is the highest area of concern of the urban forest
- Community members are supportive of the project and would like to see more trees in Huntington Park as well as receive more information about the urban forest



Workshops

Members of the Huntington Park community were engaged to understand their priorities and concerns regarding the urban forest. Community engagements included outreach to recruit participants with a broad range of perspectives to participate in workshops with an activity-based survey.

Three workshops conducted in English and Spanish were held at Huntington Park Community Center and the Freedom Park Recreation Center in March and April 2023. Workshops included an educational presentation on nine benefits of the urban forest as listed and described in the **Benefits of the Urban Forest** chapter as well as a summary of Huntington Park's existing forest and a description of the urban forest management planning process. Following the presentation, participants completed activities in a survey packet. Workshops concluded with a tree planting and care demonstration after which participants were invited to take home a free fruit tree.



Image: Urban Forest Management Plan Workshop (Adam Thomas)

Survey Activity Packets

The surveys included three one-page activities that asked 1) which benefits of the urban forest are most important to community members, 2) where it is the highest priority to plant new trees, and 3) what are the top concerns about the urban forest. The colorful worksheets were provided in Spanish and English with stickers to indicate selections. Packets also included a brief demographic questionnaire with an opportunity for participants to give additional open feedback.

Outside of the three community workshops, community members completed the survey at the Huntington Park Farmers' Market in April 2023. Participants were also given a free fruit tree in exchange for completing the survey at the market. Further, some community members completed the survey online, through a link distributed via the workshop take-home flier or through digital promotion.

In total, 74 surveys were completed.

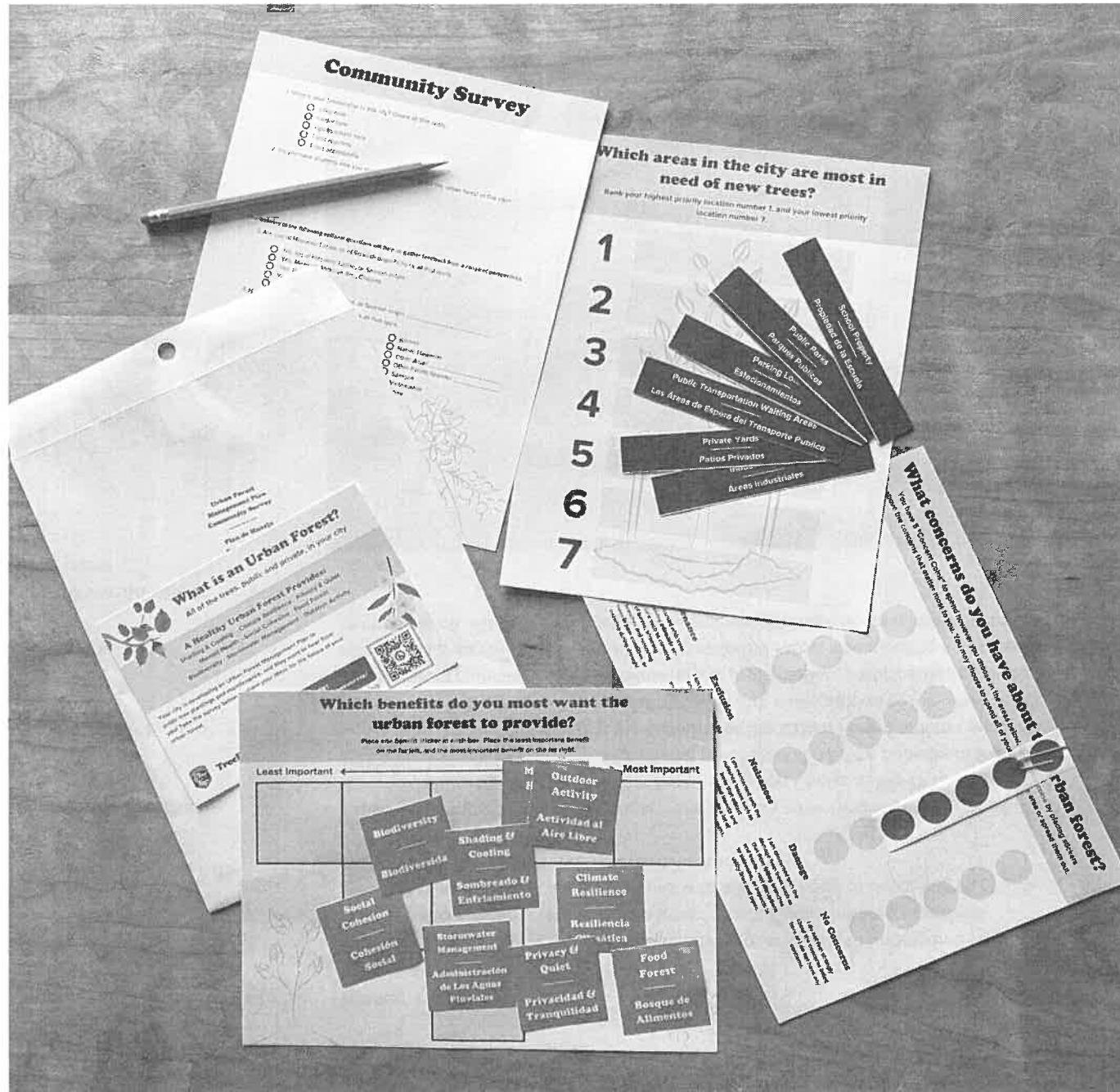


Image: Activity Packets (Adam Thomas)

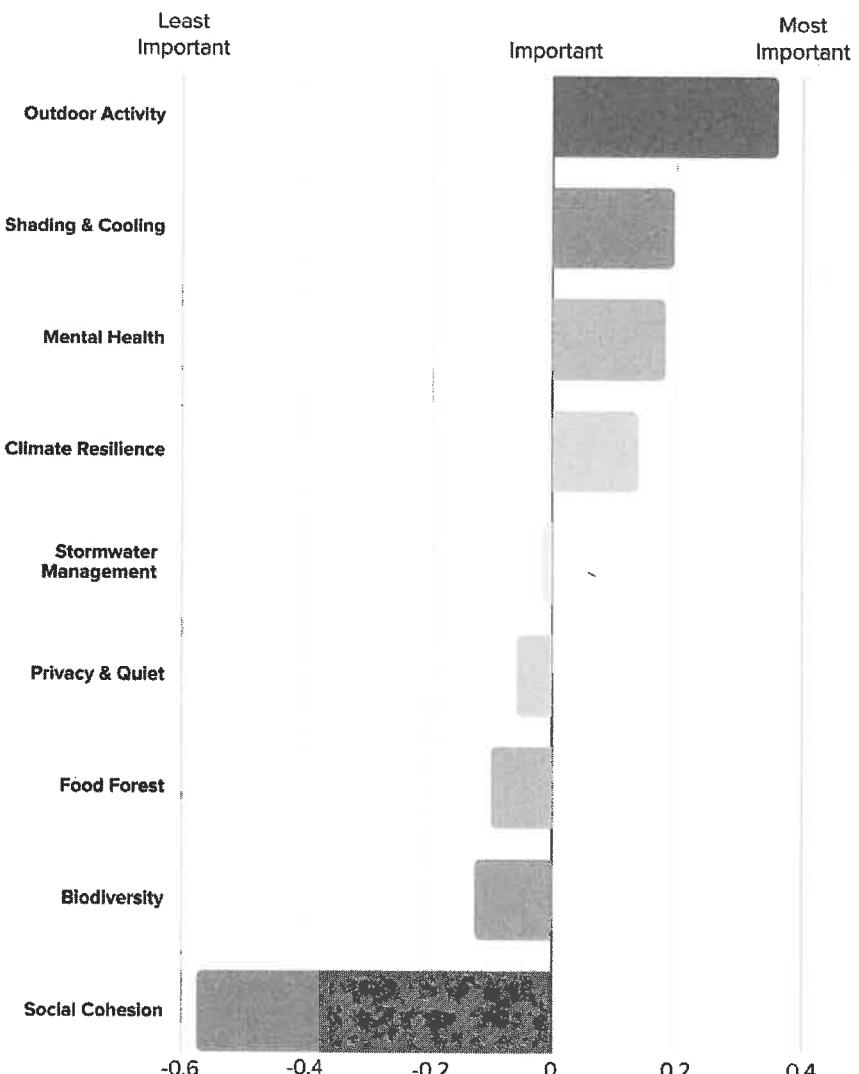
What benefits do you most want the urban forest to provide?

This survey activity asked participants to rank the nine benefits of the urban forest, as listed and described in the **Benefits of the Urban Forest** chapter, from most to least important. The question was structured such that participants had to create a hierarchy of benefits, such that not all benefits could be considered of high importance. Benefits rated lower were still potentially important benefits for the urban forest to provide, but they were considered less important than other benefits.

While the benefits collectively identified as most important carry a lot of weight in this plan, it is also relevant that many participants had rated benefits performing lower overall as among the benefits most important to them..

Benefit	Top 3 Choice (% of participants)
Outdoor Activity	45%
Shading & Cooling	39%
Mental Health	36%
Climate Resilience	34%
Stormwater Management	34%
Privacy & Quiet	34%
Food Forest	30%
Biodiversity	24%
Social Cohesion	18%

Percent of participants with a benefit in their top three most important



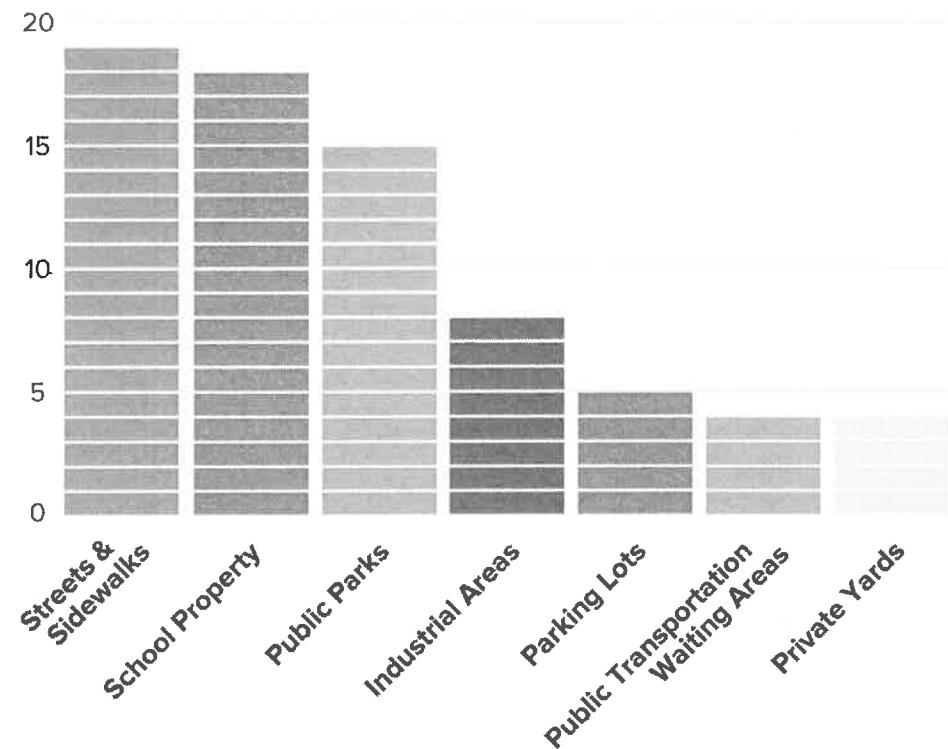
Overall community rankings for relative importance of benefits for the urban forest to provide

Which areas in the city are most in need of new trees?

Survey participants ranked the types of locations in Huntington Park most in need of new trees. Streets & Sidewalks followed by School Property and then Public Parks were ranked the highest priority areas to grow the urban forest. Private Yards and Parking Lots were ranked the lowest priority areas to plant new trees with Industrial Areas as ranked similarly low in relative priority.



Overall community rankings for priority locations to plant more trees and grow the tree canopy



Number of participants ranking each location as their top priority for planting more trees

What concerns do you have about the urban forest?

Survey participants were asked to allocate five 'concern coins' over five categories. More coins placed in a category indicated this was a greater concern. The categories were titled and described as:

Maintenance

I am concerned with trees not receiving adequate on-going care such as cleaning of leaves, trimming of branches and removing trees in poor condition, or watering during drought.

Damage

I am concerned with the damage from trees such as that from falling branches and trunks, root disruptions to sidewalks, or impacts to utility lines and pipes.

Nuisances

I am concerned with the nuisance issues such as trees that attract unwanted insects and pests or create a lot of pollen and other allergens.

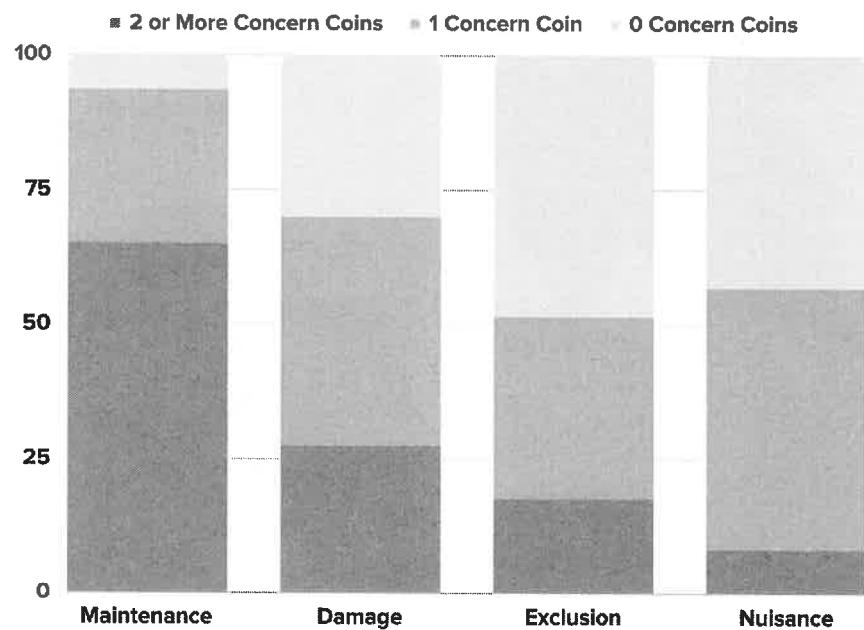
Exclusion

I am concerned with the community not being consulted in forest management decisions or not being included in stewardship activities.

No Concerns

I do not feel strongly about the concerns listed here or I do not have any concerns.

Maintenance is the clear top concern as 94% of participants spent at least one concern coin in the category and 65% allocating two or more of their five concern coins, twice as many as the next highest category. Damage is the second biggest concern as marked by over two-thirds of participants. The results indicate that ongoing care and repair is central to urban forest management in Huntington Park.



A majority of survey participants expressed concern for all issues with over half emphasizing maintenance of the urban forest as a top concern.

Do you have anything else you would like to share about the urban forest in Huntington Park?

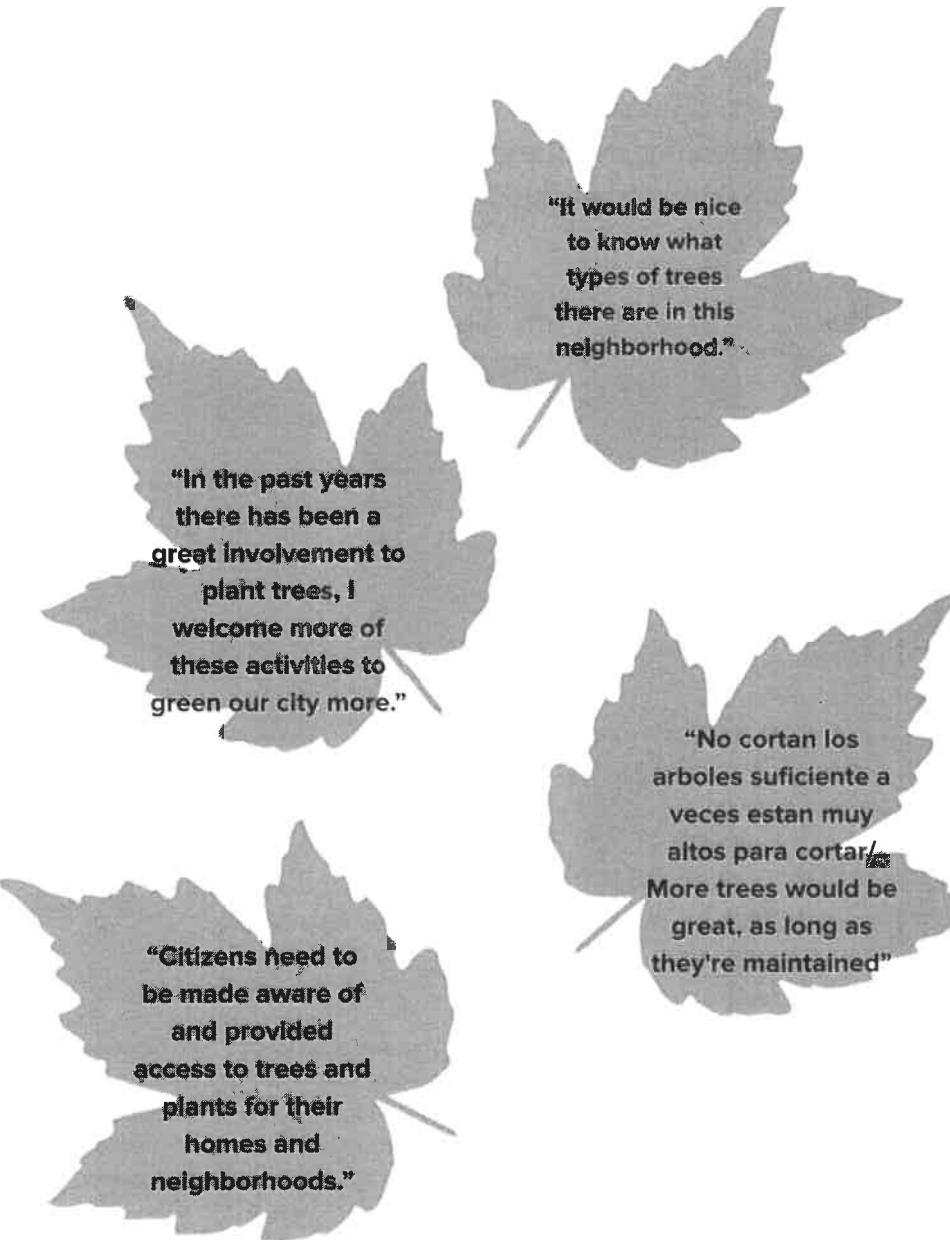
Survey participants were provided the opportunity to provide written comment to this open ended question as an opportunity to provide feedback that was not captured by the activities.

Out of 74 completed surveys, 35 respondents provided written input in response to this prompt.

Twelve comments voiced a desire for more trees.

Other commenters provided personal reflections on the urban forest, specific directives about what they would like to see, and other guidance. Specific themes mentioned included the following.

- Wanting more information about the urban forest and tree care
- Reinforcing concerns regarding the maintenance of city trees in support of tree survival as well as concerns over lack of space to plant more trees
- Advocating for more trees in public places especially sidewalks and schools
- Requesting more support for citizen stewardship of the urban forest



"It would be nice to know what types of trees there are in this neighborhood."

"In the past years there has been a great involvement to plant trees, I welcome more of these activities to green our city more."

"Citizens need to be made aware of and provided access to trees and plants for their homes and neighborhoods."

"No cortan los arboles suficiente a veces estan muy altos para cortar. More trees would be great, as long as they're maintained"

Context

Key Takeaways

- The landscape of Huntington Park has gone through many transitions from Indigenous managed oak woodlands to urban city
- Huntington Park has a warm, semi-arid climate that is projected to become hotter and more variable with climate change
- Environmental burdens are disproportionately felt by vulnerable populations in Huntington Park
- State regulations affect resources for urban forestry and local regulations influence the land use available for tree planting

Natural History of Huntington Park

Natural history and past ecological relationships are important to acknowledge when managing the urban forest as it now becomes part of that story. While it is not present within Huntington Park today, the historical ecosystem of Huntington Park was coastal sage scrub.

Coastal sage scrub ecosystems in the region contained few trees and were primarily composed of low-growing shrubs. It is sometimes known as 'soft chaparral' due to the prevalence of species with soft, drought-deciduous leaves, compared to the hard waxy leaves of more drought-tolerant and fire-resistant chaparral ecosystems. Plants in coastal sage scrub are adapted to capture water from fog and light rain.

Common coastal sage scrub plants include sagebrush, black sage, purple sage, and buckeye. Coastal sage scrub supports a diversity of wildlife, including 150 species of butterflies, 1500 species of bees, and 150 species of birds including the endangered California Gnatcatcher.

Social History of Huntington Park

Huntington Park is on the ancestral lands of the Chumash and Tongva-Gabrielino people, who have lived in the region for around 9,000 years. Indigenous people shaped the ecological landscape through low-intensity managed burning that converted shrubland to grassland mixed with oak woodland.

Beginning in 1769, Spanish colonizers settled in the area. The oak groves were logged and orchards or vineyards planted in their place. Fields were used to graze livestock leading to replacement of historical meadow species with invasive grasses from Europe adapted to the Mediterranean climate and livestock grazing.

The land proved to be unsuitable for grazing in the long term due to the unpredictable climate. In the face of these challenges, agriculture gave way to urban development. A railroad was built through Huntington Park and Pacific Boulevard became a thoroughfare for travelers between Long Beach and Los Angeles. Huntington Park adopted its motto of "A City of Perfect Balance," referring to the combination of residential, retail, and industrial activities in the city.

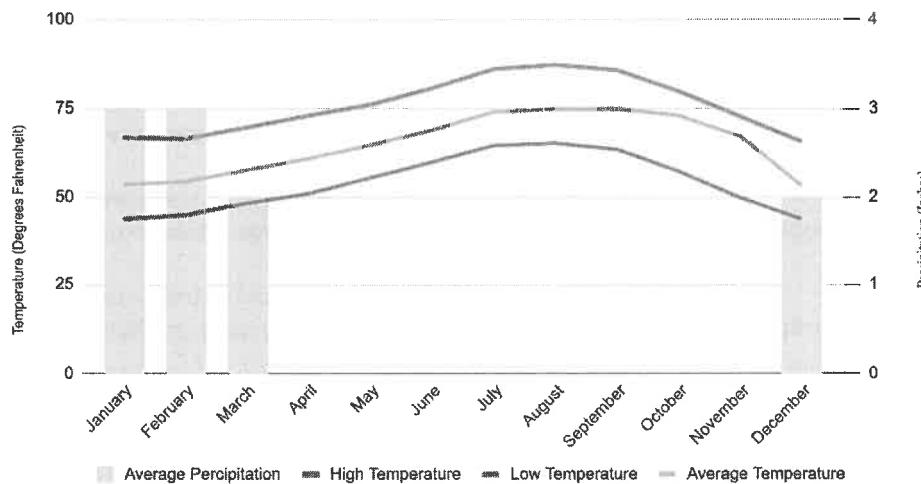


Pacific Boulevard 1925 (Source:Los Angeles Public Library)

Climate of Huntington Park

Huntington Park is classified as having a Hot-Summer Mediterranean climate. It has a temperate climate with dry, hot summers and mild winters. Huntington Park receives an average of 14 inches of rain annually, which primarily falls between the months of December and March.

The climate of Huntington Park is important because it determines what kinds of trees can thrive here. Fortunately, due to the mild winters, many tree species can grow in Huntington Park with the right care. In particular, trees require regular irrigation during their establishment years and for some species irrigation can reduce drought stress during dry or especially hot periods.



Mild winters means many tree species can grow in Huntington Park and thrive with good tree care through hot or dry periods.

Climate Change Resilience

Climate change is creating more extreme heat days for Huntington Park. In urban areas, hot days are made hotter as pavements hold more heat limiting nighttime cooling.

A healthy urban forest with big trees and widespread canopy cover can help build resilience to extreme heat because trees provide shade, which is not only wonderful to stand under but also reduces heat absorbed by hard surfaces. In addition to reflecting away heat, healthy trees cool the air through evapotranspiration. The extent of the cooling benefits of trees depend on the type of tree, their size, and their health as dependent on care and maintenance.

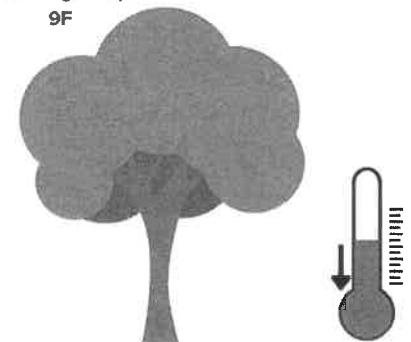
The number of days above 90F is expected to increase to 78 days per year before the end of the century



Water evaporated from trees can cool the surrounding air up to 9F



Shade from trees can cool surfaces 20F - 40F compared to surrounding surfaces.



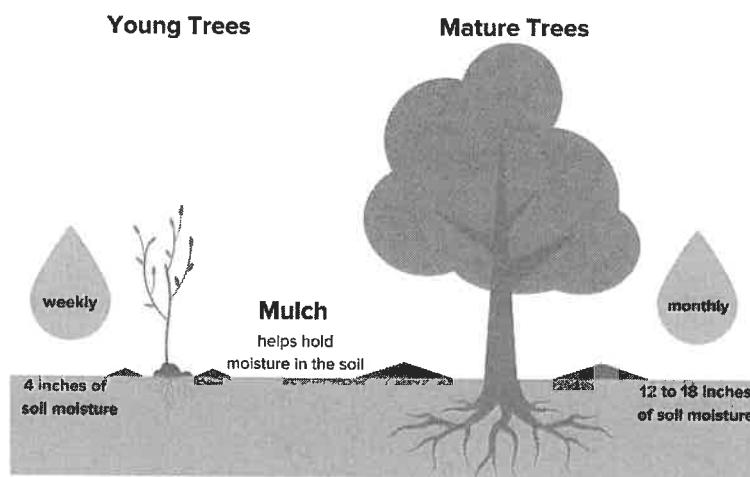
The average high temperature is projected to increase up to 8F by the end of the century

Higher temperatures are expected as climate change amplifies the urban heat effect. More trees create shade and cool the air which buffer against rising temperatures.

Water Needs and Challenges

Established urban trees typically do not require extensive irrigation support as their deep roots access below ground water resources. In some cases, trees can even be a water-saving measure when they replace or shade high water demand landscapes, such as lawns. There are two situations where trees need supplemental water to survive and thrive long term: young trees in their first 3-5 years after planting and mature trees during dry stretches. In all cases, maintaining an organic layer of mulch at the surface improves retention of soil moisture and is a recommended practice.

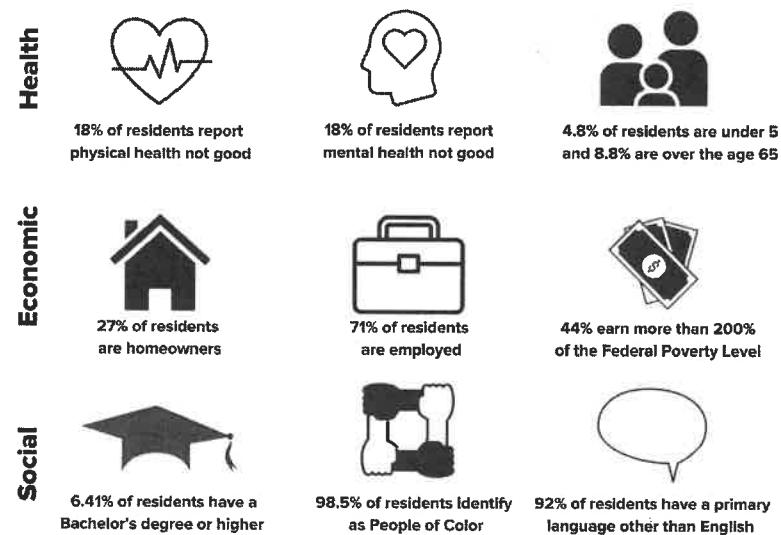
Drought-tolerant trees, especially once they reach maturity, are more likely to survive dry periods without supplemental watering than those whose water requirements are greater. As such, drought tolerant trees are highly recommended in planting situations where supplemental watering over a tree's lifespan is unlikely. Drought tolerant trees could be used in more situations but it comes with the tradeoffs of limiting the number of species planted and traits that confer drought tolerance often mean trees are slow growing or have less potential for providing shading and cooling.



Young trees need light watering up to weekly in the absence of rain. Mature trees would benefit from deep, but less frequent waterings and only during prolonged dry periods.

Considering Social Vulnerability

It is critical that the urban forest and its benefits reach all of the Huntington Park community. To do so means focusing on growing trees in low canopy areas and not depending on communities with social vulnerabilities to overcome hurdles in order to have trees and their benefits where they live, work, and recreate. The vulnerability of communities can be driven by health, economic, and social factors. For health factors, community members with pre-existing health conditions, people older than 65, infants and young children, pregnant women, and outdoor workers are all at increased risk of adverse impacts from environmental stressors. Economic factors such as homeownership, employment, and income influence access to resources. Homeowners may be able to choose to plant trees in their yards, while tenants may rely on landlords to make such improvements. Finally, social factors, such as language, education, and race or ethnicity can impact community members' access to resources and opportunities to influence policy changes.



Some Huntington Park community members are more vulnerable to environmental stressors or have less capacity to access resources.

Policies relevant to urban forest management in Huntington Park

The potential for the urban forest is shaped by the forces of the regulatory landscape. State legislation allocates resources for the urban forest, such as funding and technical assistance. It also set standards for what local municipalities must consider for local land use planning. Local policy drives most land use decisions and sets local priorities and initiatives. Plans chart a vision for a community while codes establish the rules. Together, state and local policies play an important role in determining how and where the urban forest is developed.

State policies

[California Urban Forestry Act](#): The Urban Forestry Act was passed in 1978 in response to declining urban forests. It directs CalFire to provide technical assistance and grant money for urban forestry projects. This led to the creation of the Urban and Community Forest Program under CalFIRE, which funds urban forestry workforce education, expansion and management activities.

[California Solar Shade Control Act](#): The Shade Control Act was originally passed in 1978 and then amended in 2008. The act is intended to prevent existing solar panels from being shaded by trees or shrubs planted after the solar panels were installed. Under the act, maintaining a tree that shades more than 10% of a solar collector between 10 am and 2 pm constitutes a private nuisance. Municipalities may pass an ordinance exempting themselves from the Act, which would prevent any trees planted and maintained by the municipality from violating the Act.

[Integrated Climate Action and Resiliency Program](#): Senate Bill 246, passed in 2015, directed the Governor's Office of Planning and Research (OPR) to form the integrated Climate Action and Resiliency Program. The program creates a State Adaptation Clearing House and Technical Advisory Council (TAC). The clearinghouse is a searchable database of research and plans relating to climate adaptation. The TAC coordinates climate adaptation efforts between state, regional, and local agencies.

[Environmental Justice in Local Land Use Planning](#): Passed in 2016, SB 1000 requires jurisdictions to identify disadvantaged communities and address environmental justice in their general plans. The California Environmental Protection Agency defines disadvantaged communities as census tracts with the highest 25% CalEnviroScreen scores.

Local policies

[General Plan](#): Adopted in 2017, the Huntington Park 2030 General Plan serves as a 10 to 20 year guide for developments. All other planning documents must be consistent with the General Plan. Of particular relevance to this UFMP are the Mobility and Circulation element, Resource Management element, and Housing element.

[Zoning Code](#): The zoning code designates permitted uses and development standards for land uses in different districts across the City. Through these regulations it aims to promote public health and safety, general welfare, and aesthetic quality of the City, consistent with the goals of the General Plan.

[Downtown Specific Plan](#): Adopted in 2008, the Downtown Hunting Park Specific Plan provides a detailed guide for development in the district surrounding Pacific Boulevard between Randolph and Florence Avenues. The goal is to create a unique, economically vibrant, and pedestrian friendly downtown district.

[Municipal Code](#): The municipal code sets out the rules and regulations of the City. Of particular relevance to this plan is Title 7, Chapter 5 which details regulations regarding street trees. These include provisions to establish a list of approved street trees and planting specification, as well as outlining procedures for removing or retaining public trees.

[Complete Streets](#): In 2016, the City completed a Complete Streets plan, which aims to tailor roadways to meet the needs of all users, including bicyclists and pedestrians. This plan is relevant to the urban forest in that it reimagines how street space could be used.

[Parks and Recreation Master Plan](#): Adopted in 2008, the Parks and Recreation Master Plan sets a vision for the development of parks in the City and identifies improvement projects.

Existing Forest

Key Takeaways

- **Tree canopy is most bountiful in parks and residential areas and most lacking in industrial and commercial areas**
- **Residential neighborhoods, parks, and schools are prioritized for trees planting based on existing tree canopy.**
- **The existing public urban forest is diverse, young, and relatively healthy**



Image: Senior Citizen Park Tree Canopy

The urban forest of Huntington Park consists of all the trees within the City, including both public trees and private trees. Public trees are trees on land managed by a public agency and include trees in public rights-of-way and city parks. Private trees are trees on private property parcels. To manage the urban forest, it is important to know the makeup of the existing urban forest. Two data sets are available that quantify Huntington Park's urban forest: a public tree inventory and citywide tree canopy cover.

Public Tree Inventory An inventory of the public trees in Huntington Park was conducted in 2023, inclusive of street trees and trees in parks. The inventory characterized each tree's species, size, and condition as well as attributes of the planting site such as width of the planting strip in parkways and presence of absence of overhead utilities. In addition, vacant tree planting sites were included.

Tree Canopy Cover The canopy assessment uses data from remote sensing to gauge the extent of the forest canopy in Huntington Park as a whole, including both the public and private forest. This is valuable in understanding how the benefits of trees are distributed throughout Huntington Park .

While both public trees and private trees are integral to the vitality of the urban forest, they are addressed separately in this plan due to the different involvement the City has in managing each.

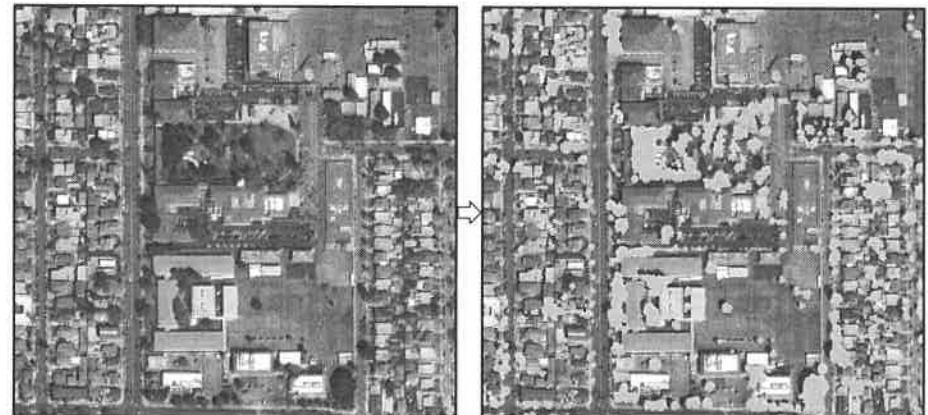


Image: Tree Canopy Cover Data over Huntington Park City Hall (Source: Maxar, LA County)

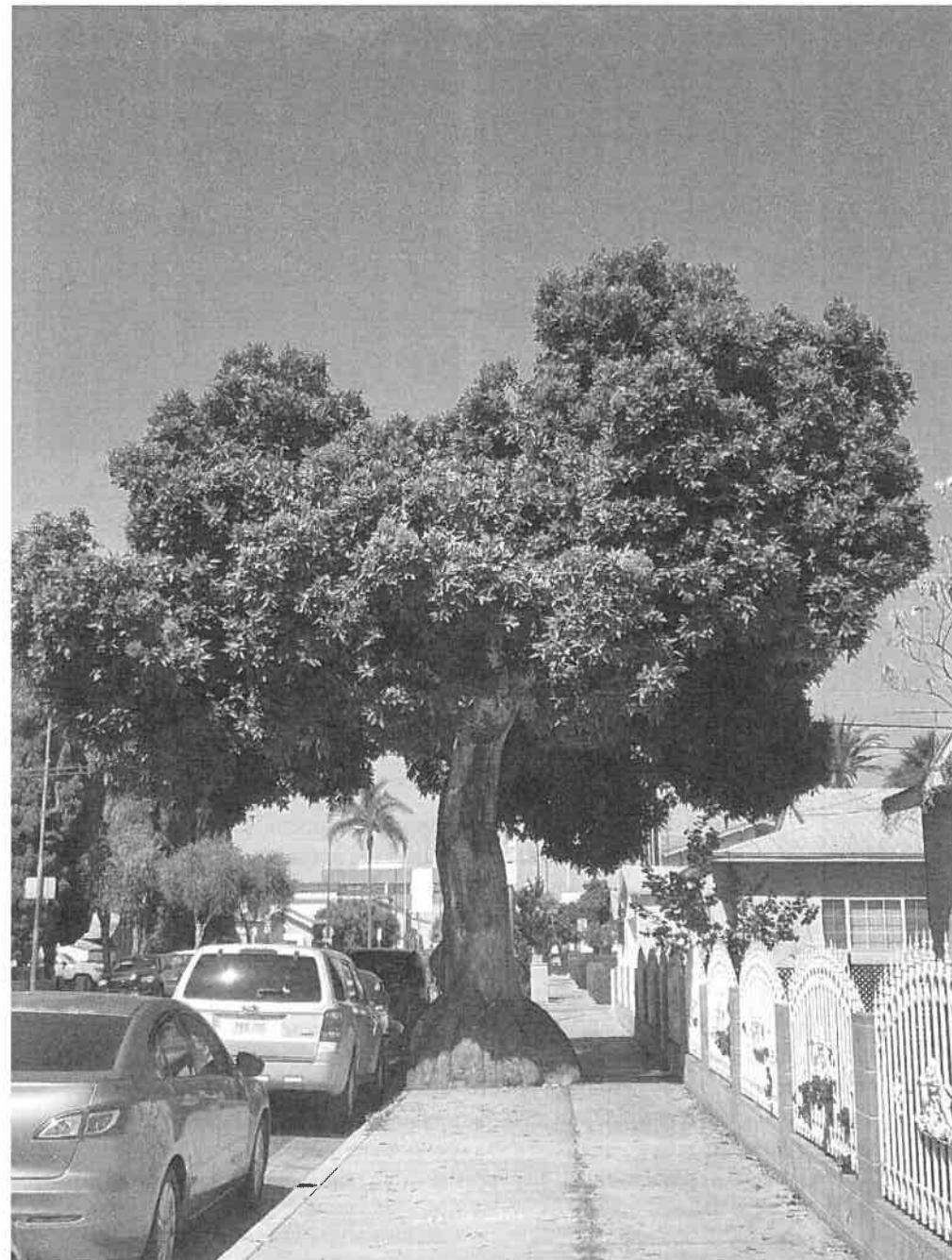
Public Trees in Huntington Park

Right: Australian Willow trees grow along Salt Lake Avenue

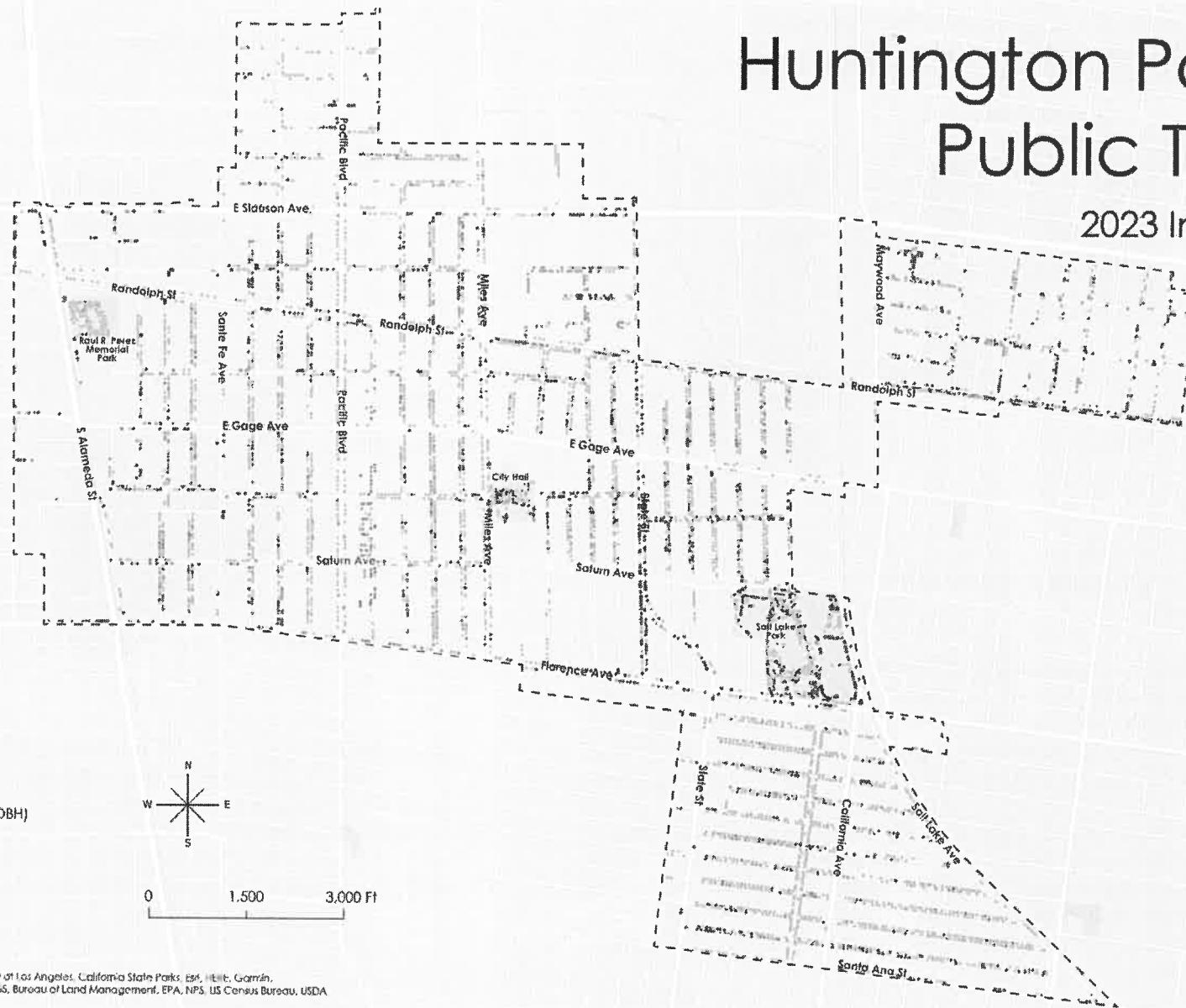
Bottom: Italian Stone Pine trees in Perez Park

Facing page: Large New Zealand Christmas Tree on Zoe Street.

Next Page: Map provides locations of public street trees in Huntington Park and their size class based on trunk diameter. Data is from the 2023 Tree Inventory.

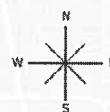


Huntington Park's Public Trees



Legend

- Small Trees ($\leq 12"$ DBH)
- Medium Trees ($13" - 18"$ DBH)
- Large Trees ($\geq 19"$ DBH)



0 1,500 3,000 Ft

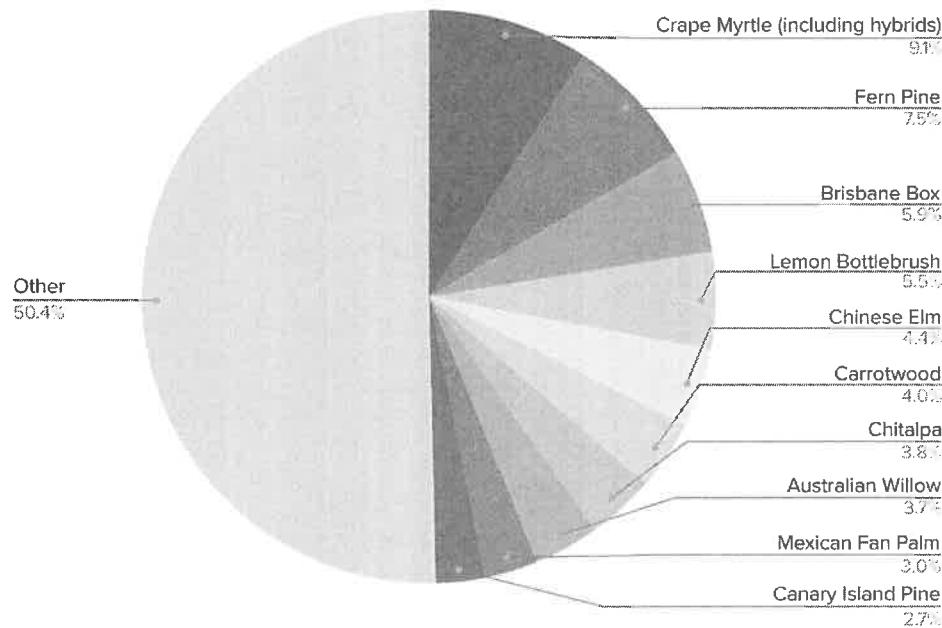
City of Huntington Park, TreePeople, SCAG, County of Los Angeles, California State Parks, Esri, Mett, Gomán, SafeGraph, Geotechnologies Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

Characterizing Huntington Park's existing public trees

Tree species and their abundance

Huntington Park has 7,436 public trees representing almost 200 species of trees. Biodiversity is essential to the health of the urban forest because a diverse urban forest is more resilient to disasters such as disease and drought. Best practice in urban forestry recommends no more than 10% of tree from a single species.

Huntington Park's urban forest fulfills this criteria with the Crape Myrtles (*Lagerstroemia indica*) making up the largest proportion of the existing forest at 9.1%.

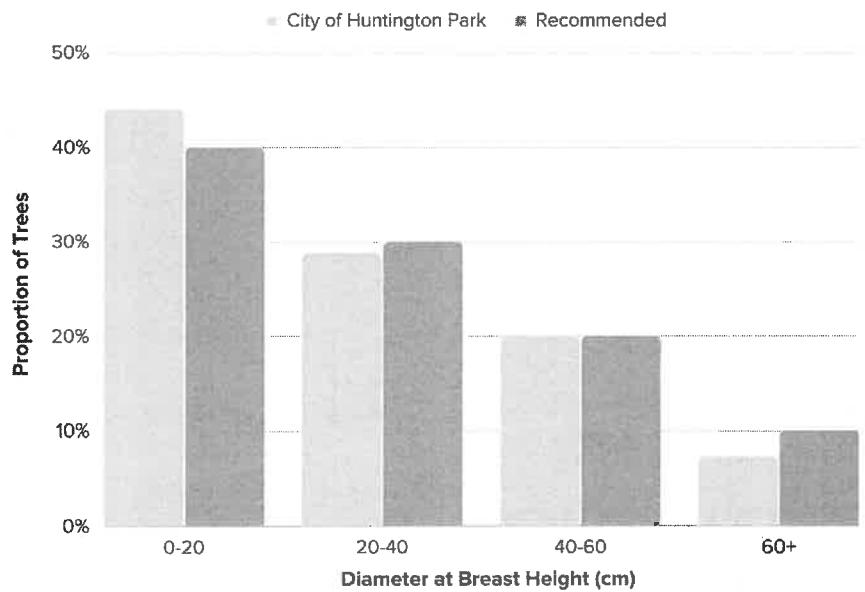


Huntington Park has a **diverse** urban forest

Tree size

Size is an important metric for trees in the urban forest as a indicator of their benefits, but also as a proxy for gauging their age. Tree trunk diameter at breast height (DBH; measured about 4.5 feet above the ground) is a common measure that correlates with overall tree size. A healthy urban forest should have the highest proportion of small, young trees that will grow into larger trees replacing aging trees.

Huntington Park has a good distribution of trees across sizes, and ages. This is good news, as it indicates long term growth in the urban forest. However, this relies on the assumption that small trees will grow into large trees. Trees with a small mature size, as is the case with many trees in Huntington Park, will not grow to replace large trees. This can be addressed by planting young trees now that will grow to a large mature size in the future.

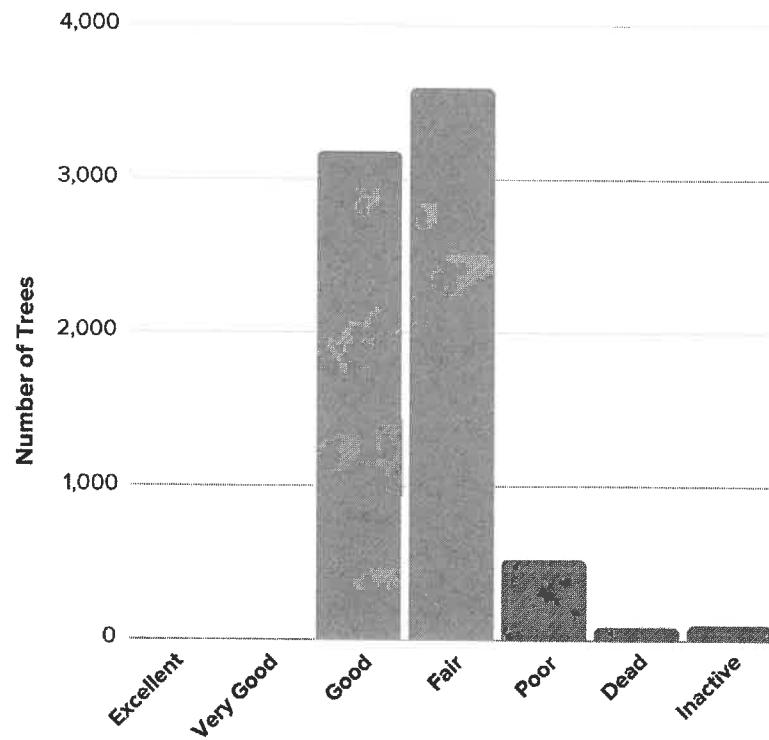


Adding young trees that will grow into large mature trees is critical

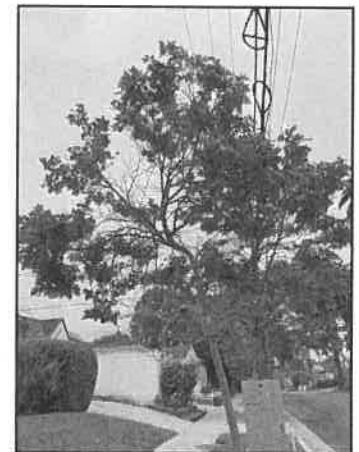
Tree Health

Huntington Park has a mostly healthy urban forest. Less than 10% of trees were assessed as in "Dead" or "Poor" condition, and over 90% of trees were assessed as in "Good" or "Fair" condition. This indicates that the majority of trees in Huntington Park require only routine maintenance to remain healthy.

Tree condition is measured by the proportion of foliage that is dead or dying, known as tree dieback. There are a number of potential causes of dieback including drought, pests, physical damage, or pollution damage. It can be difficult to discern with certainty the cause of dieback. However, drought is often cited as the primary cause of tree dieback and is consistent with recent dry conditions in Southern California. Watering trees during periods of extended drought can improve tree health.



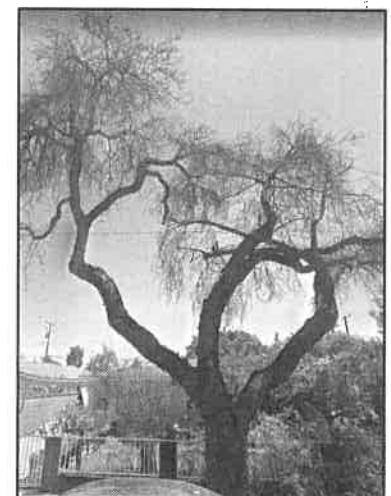
Huntington Park's public tree forest is **mostly healthy**



Trees in **Good** condition should be inspected and maintained on regular grid trimming cycle



Trees in **Fair** condition should be inspected and maintained on a regular grid trimming cycle.



Trees in **Poor** condition should be inspected closely and frequently to achieve an action that mitigates the poor condition or liability.

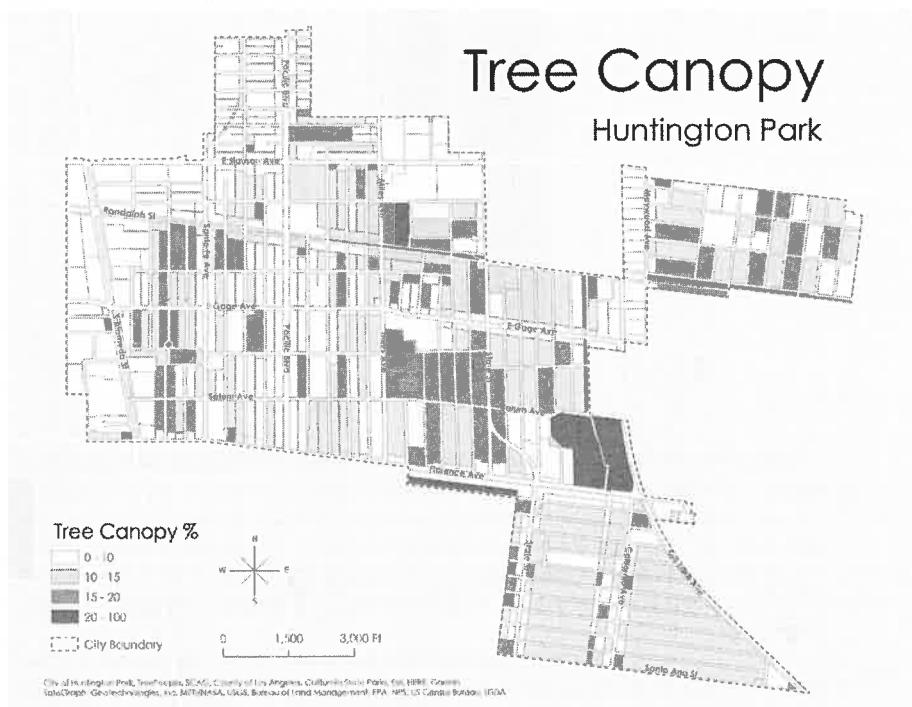
Dead trees should be removed, stump ground and replaced.
(Image source: Google Maps)

Characterizing Huntington Park existing tree canopy cover

Existing Canopy

Based on 2016 data, Huntington Park has 11% tree canopy cover citywide. This is lower than the total Los Angeles County canopy cover of 18%.

Canopy is not distributed equally throughout the city. Neighborhoods in the east and southeast of the city have higher canopy cover, while much of the west, north and center, regions of the city low canopy coverage. These trends can be explained to a significant extent by land use patterns.

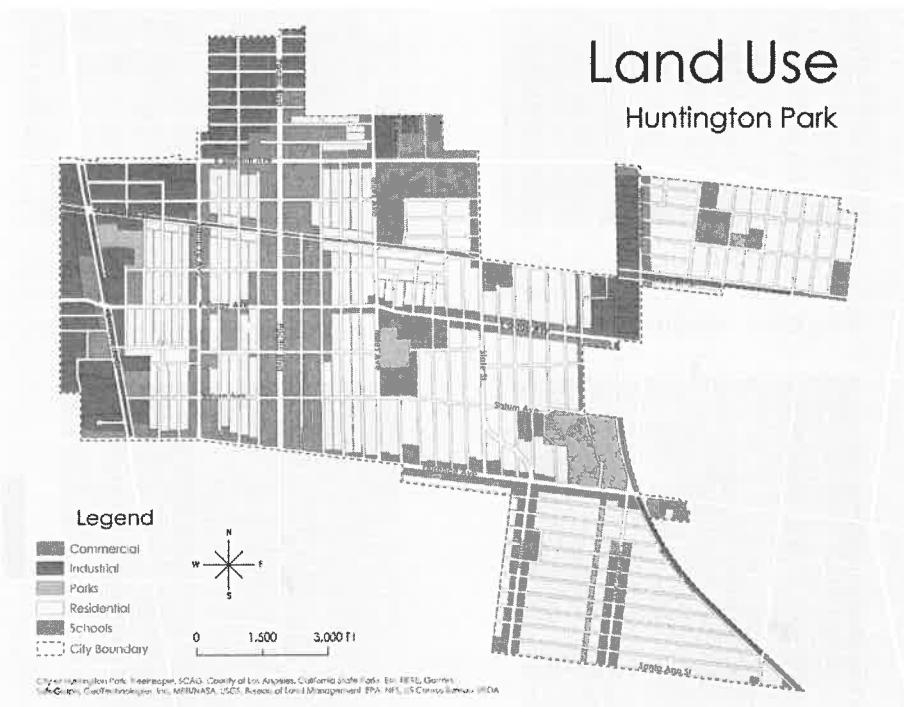


The citywide tree canopy cover in Huntington Park is **11%** but there are substantial differences in tree canopy across the city.

Land Use

Land use is a useful way to organized urban forest management planning. For the purposes of this plan, land use in Land use is classified into five categories: Parks, Schools, Residential, Commercial, and Industrial.

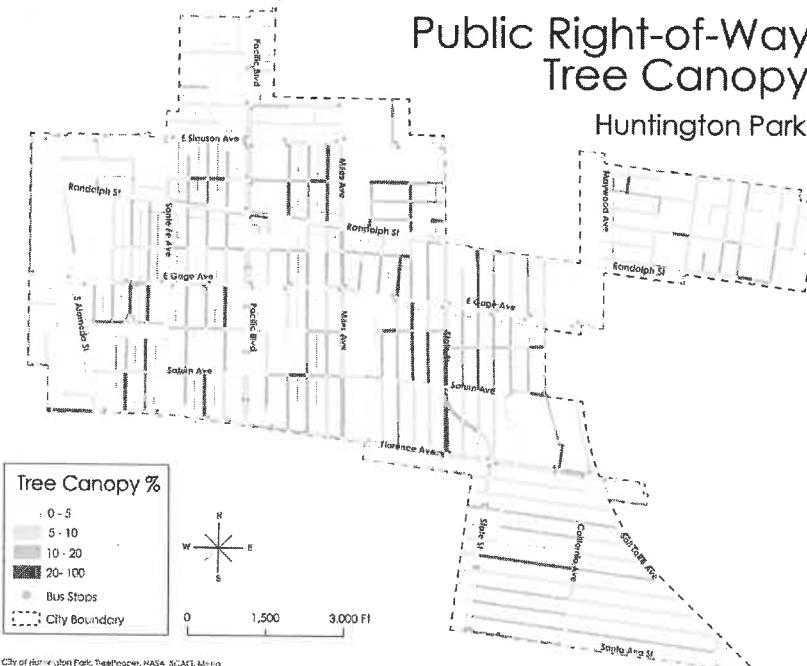
Comparing tree canopy and land use maps, Industrial and Commercial areas account for the majority of areas with the lowest tree canopy, while Residential neighborhoods tend to have higher tree canopy. Parks stand out as areas with some of the highest tree canopy.



Land use is an important factor in tree canopy cover.

Public Right-of-Way Canopy

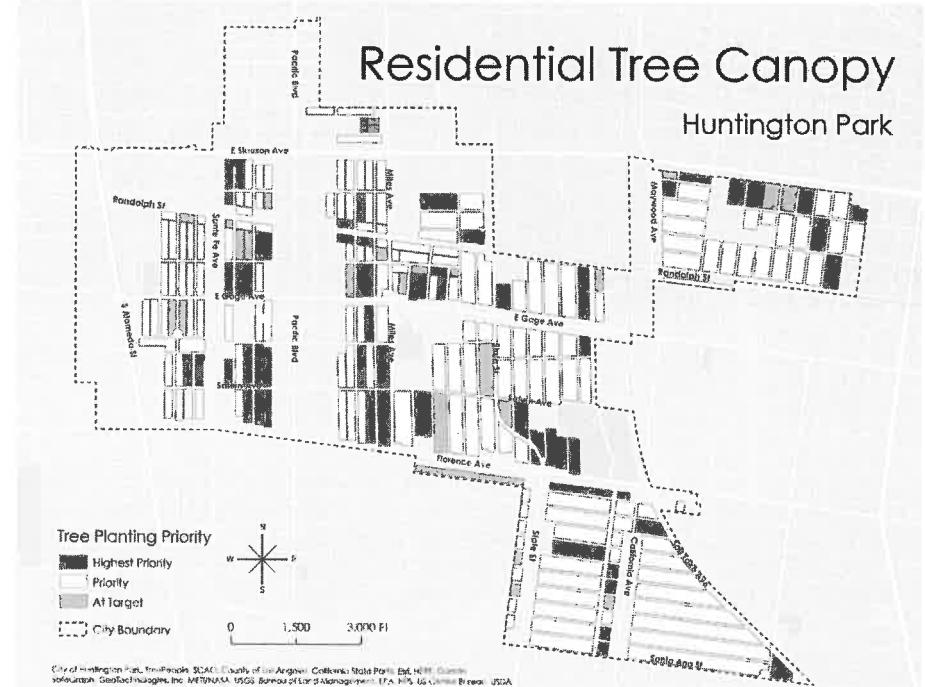
The public right-of-way is the second largest land use in Huntington Park and by far the largest publicly managed land use. It consists of all the streets and sidewalks that connect the city. Currently, there is 9% canopy cover across the right-of-way. Trees in the right-of-way create shaded corridors for people to move through, which is especially important for public and active transit users. Right-of-way trees promote outdoor activity by creating a comfortable and appealing environment to walk, bike, or roll. Additionally, trees offer screening from the road, providing privacy. Trees are also valuable for capturing stormwater from an area otherwise dominated by hardscape. Finally, trees in the right-of-way can promote social cohesion by providing a comfortable public space for community members to interact, and enhance mental health by increasing access to greenery in neighborhoods.



Major thoroughfares have some of the lowest tree canopy

Residential Canopy

Residential is the largest land use in Huntington Park so tree canopy in residential neighborhoods has a significant impact on canopy in the city as a whole. Currently, there is 13% canopy cover in residential neighborhoods. Trees in residential areas act as a buffer between traffic and neighboring uses, providing privacy and quiet. Being visible and accessible to residents, they can also improve mental health. Trees in residential districts can also help capture stormwater runoff from homes and driveways. As residential neighborhoods are comprised of private property, increasing tree canopy in residential areas requires partnering with property owners. Providing information and resources, including trees, to property owners can encourage them to increase tree canopy on private property.



Highest priority neighborhoods (purple) should be planted first based on low existing canopy. Lowest priority neighborhoods already meet or exceed canopy goals.

Park Canopy

The City of Huntington Park has 7 public parks. Parks in Huntington Park have some of the highest levels of tree canopy in the city, but not all parks are equally forested. Canopy cover ranges from a high of 52% in Chelsea Park to just 2% in Raul Perez Memorial Park. While Chelsea Park may be the most canopied park by proportion of the park that is shaded, it is also the smallest.

As parks tend to be already vegetated areas, they are some of the easiest places to plant new trees. They also have particular value as places for outdoor recreation and community gathering. Existing parks with relatively lower tree canopy such as Freedom Park would be good candidates for initial tree planting initiatives.

Park	Size	Canopy	Residents within 10 minute walk
Raul R. Perez Memorial Park	4.5 acres	3%	3,095
Freedom Park	2.5 acres	6%	12,361
Senior Citizen Park	0.8 acres	14%	-
Robert Keller Park	2 acres	22%	13,797
Salt Lake Park	23 acres	28%	17,250
Chelsea Park	0.2 acres	52%	9,262
*Veterans Park			

*Perez Park has received tree plantings since baseline canopy data was gathered and so is not listed as a priority location for future plantings

**Veterans Park has been created since baseline canopy data was gathered and is not included in this analysis

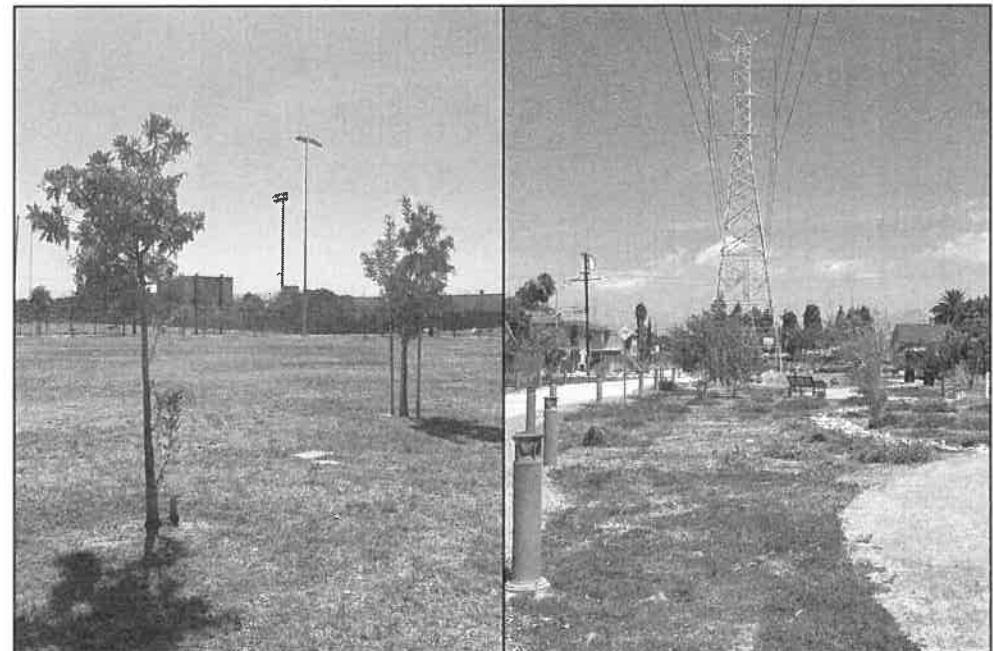
Two in Huntington Park have tree canopy meeting or exceeding goals already (green). **Two parks** are considered highest priority (purple) based on low existing canopy.

Perez Park

Since canopy data was collected in 2016, tree plantings have taken play in Perez Park. 13 trees were planted in 2015 and 31 trees were planted in 2019. While still relatively small, these 44 trees will grow into large mature trees that will transform the park into a cool and shady oasis with time.

Veterans Park

Veterans park opened in 2021 as a linear park in southeast Huntington Park under a utility easement. The park is landscaped with primarily native trees and vegetation, including redbuds, willow, and toyon. Informational signs provide information about the native plants. This park serve as a regional precedent for transforming underused space into multi-purpose green spaces.



Young trees in Perez Park 2022

Veterans Park 2022

School	Type	Canopy
Aspire Pacific Academy	Middle & High	1%
St. Matthias Elementary School	Elementary	2%
Aspire Ollin University Preparatory Academy	Middle & High	2%
Huntington Park Elementary School	Elementary	3%
Nimitz Middle School	Middle	4%
Linda Esperanza Marquez High School	High	4%
Lucille Roybal-Allard Elementary	Elementary	4%
Alliance Collins Family College Ready High/ Aspire Centennial College Preparatory Academy	High/ Middle	5%
Aspire Antonio Maria Lugo Academy	Elementary	6%
Aspire Titan Academy/ Aspire Junior Collegiate Academy	Elementary	7%
Middleton Street Elementary	Elementary	8%
San Antonio High School	High	9%
Gauge Middle School	Middle	9%
Renuevo Elementary School and Leadership Academy	Elementary, Middle & High	10%
Middleton Primary Center	Preschool	10%
Hope Street Elementary	Elementary	12%
San Antonio Elementary and Magnet	Elementary	12%
State Street Early Education Center	Preschool	12%
Miles Ave Elementary School	Elementary	14%
Pacific Boulevard School	Elementary	16%
Miles Avenue Early Education Center	Preschool	23%
Huntington Park High School	High	26%

Six campuses are highest priority (purple) for new tree plantings based on low existing canopy

School Canopy

Public schools in Huntington Park are run by the Los Angeles Unified School District (LAUSD). There are 24 schools within Huntington Park, 22 schools are run by LAUSD including charter schools, and two are private schools.

Many of these schools have predominantly asphalt play areas, though some also have grassy areas or playing fields. Most have very low tree canopy, with over half of schools having less than 10% tree canopy. Schools are important locations for increasing tree canopy because they have landscaped areas that can accommodate trees with minimal modification. In addition, existing hardscape play areas can be depaved to accommodate more trees and create healthier play areas.

Green school yards not only help achieve urban forestry initiatives, but can lead to healthier, happier students. Children are more at risk from heat exposure than adults, which can impact their mental health, physical health, and ability to focus. Children are more likely to engage in active play on green schoolyards than on blacktop.



Huntington Park High School offers a model for green schoolyards
(Source: Huntington Park High School facebook)

Opportunities to Grow

Key Takeaways

- There is a lot of potential to increase tree canopy in Huntington Park, but it will require modifying existing paved areas
- More space can be created for the private urban forest by adjusting residential, commercial, and industrial zoning requirements
- Reallocating space in the public right-of-way from cars to trees creates space for more public trees, allows larger trees to be planted, and reduces conflict between trees and sidewalks



Image: Tree planting in Huntington Park (Source: Adam Thomas)

Expanding the urban forest in Huntington Park will require making more spaces for trees in the city. Existing infrastructure and policy constraints lead to a narrow definition of 'right tree' and a shortage of 'right places.' Squeezing more trees into a physical and regulatory landscape that had not been designed to accommodate them will result in a small and sparse urban forest. Fortunately, there are many opportunities for Huntington Park to modify policies and infrastructure to support a thriving urban forest.

Possible Canopy

In addition to measuring Existing Tree Canopy, the 2016 Los Angeles Tree Canopy Assessment identified Possible Tree Canopy. Possible Tree Canopy measures places where it is theoretically possible to plant trees, based on land use. Possible tree canopy is further split into two categories: Vegetated Possible Canopy and Paved Possible Canopy. Vegetated Possible Canopy measures the proportion of land that is currently permeable, but not planted with trees, encompassing grass, shrub, and bare soil land use classifications. Paved Possible Canopy measures the proportion of land that is currently impervious, but is not developed with buildings or roads, encompassing the "other paved surfaces" land use classification. These analyses give insight into where opportunities exist to increase tree canopy in Huntington Park.

Land Use

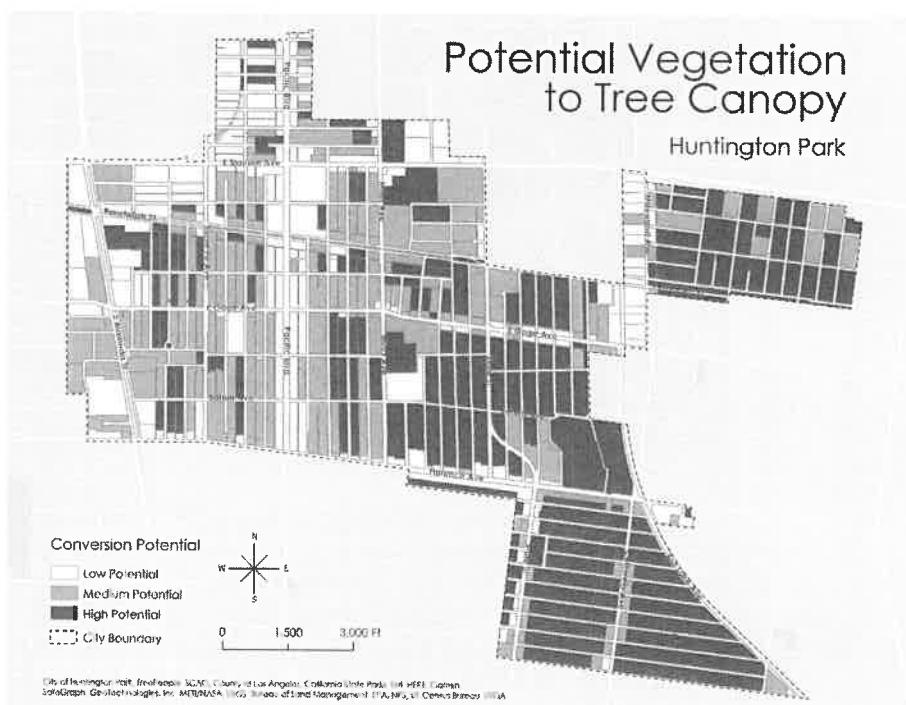
There are opportunities to create space for the urban forest in different types of land use by changing the way we design and regulate space. The public right-of-way has traditionally been designed around the passage of cars, but reallocating street space can create more room for trees, and people. Zoning regulations shape how space on private property is designed, determining where space is (or is not) available for the urban forest on different land uses.

Vacant Sites

There are only 311 vacant sites in Huntington Park that are available to be planted with new trees. Planting appropriate trees in these spaces are a start to growing the urban forest, but to significantly expand the forest more plantable space must be created.

Possible Vegetation to Tree Canopy Transition

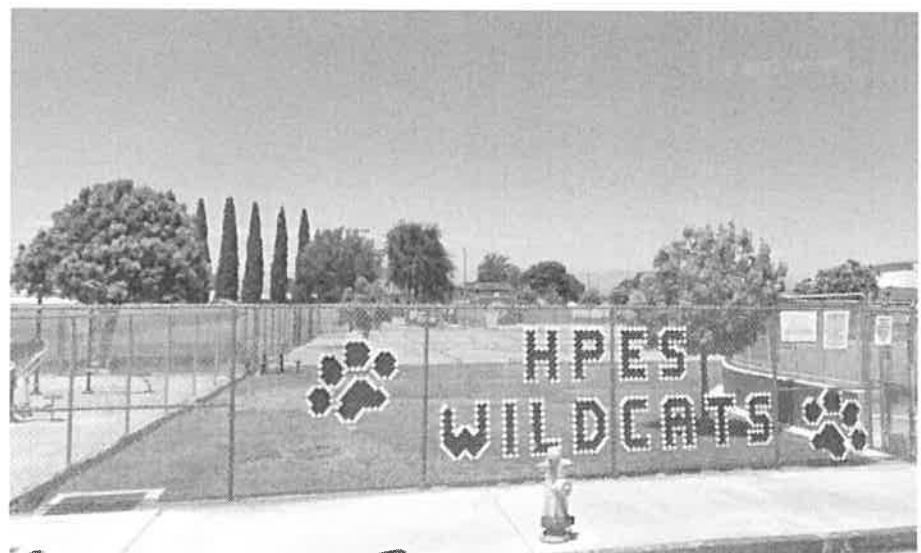
Areas of Huntington Park already covered in vegetation, such as lawn or shrubs, are some of the most accessible areas to grow the urban forest. The most widespread opportunity is the lawn areas of residential parcels, but there are many others as well, including projects in parks, schoolyards, and railroad corridors.



Huntington Park has a lot of land existing as lawns or open space that can be planted with trees, especially in residential yards and utility corridors.

All the parks in Huntington Park are classified as having high potential for more tree canopy. However, parks make up a relatively small fraction of Huntington Park. Expanding park space would not only create space for the urban forest, but also provide space for outdoor recreation, the most desired benefit of the urban forest.

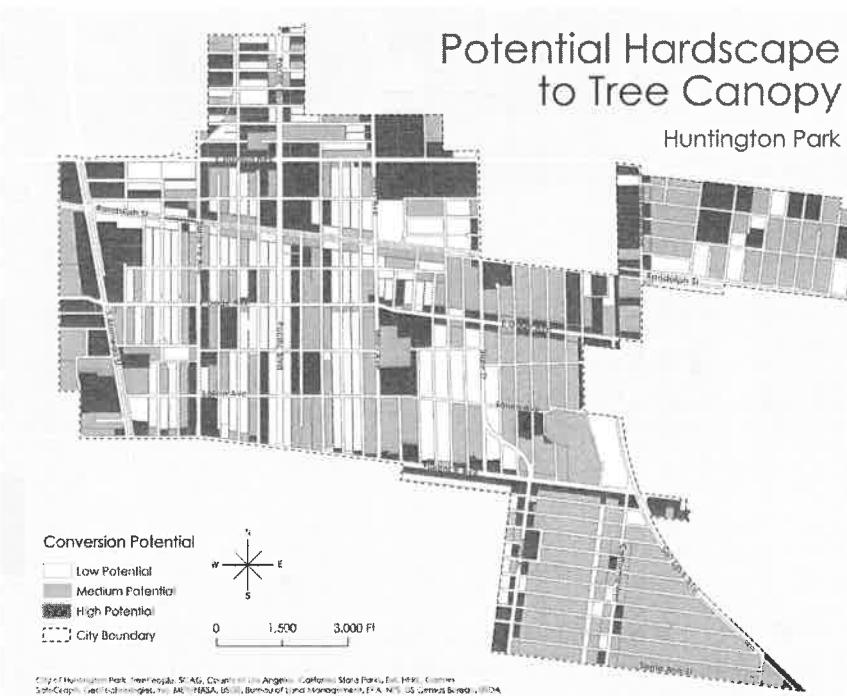
Many schools in Huntington Park are classified as having high or medium potential for more tree canopy, and were ranked the second highest priority location for new trees by community members. Many schools in Huntington Park include landscaped areas as well as recreation lawns and playing fields. While some areas of open grass need to be maintained to be used for sports, trees can be added to surround these spaces. As discussed on the next page, schools also have high potential for converting hardscape to tree canopy. Many schools have large extents of asphalt play areas. Converting these areas to canopied play areas can create cooler and healthier schoolyards.



Grassy area at Huntington Park Elementary School provides opportunity for tree canopy

Possible Hardscape to Tree Canopy Transition

Paved areas (i.e., hardscapes) can be more difficult to add tree canopy to because these areas need to be modified before planting. However, given their extent and that they amplify urban heat, paved areas are great opportunities for canopy expansion and often most prevalent in areas the most in need of more trees. The map shows parcels with differing potentials for adding tree canopy by removing pavement, based on the proportion of the area that is currently hardscape, not including buildings or roads. Schools, industrial zones, and some commercial areas have high potential to convert hardscape to tree canopy.



Creating new spaces for trees is important for growing the urban forest. Removing pockets of pavement for trees is an opportunity of great potential especially in places with a lot of hardscape.

A major opportunity for increasing tree canopy in hardscapes is in parking lots. As largely private land, tools such as zoning regulations and incentive programs may be the most effective ways to increase tree canopy in these areas. Trees in commercial and industrial zones could provide screening between industrial uses and residential uses and shading of public right-of-way as well as bolster the well-being of those who work in these areas. It is important to note that while trees can provide air quality benefits, the capacity of trees is often insufficient in meaningfully mitigating air pollution from industrial operations or vehicle exhaust. Consequently, expanding tree canopy in industrial areas or along highways is not a substitute for more direct measures of mitigating air pollution.



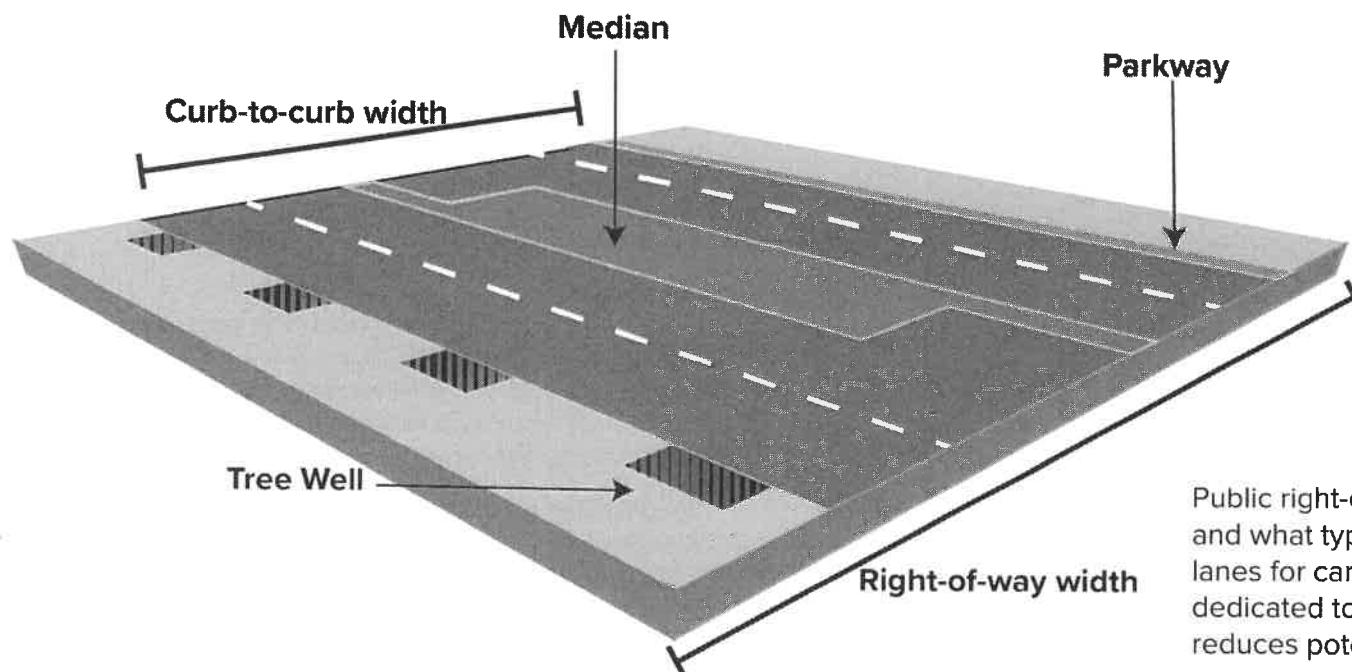
Parking lots in commercial and industrial zones pose opportunities to increase tree canopy on existing impervious surfaces
(Source: Google Maps)

Public Right-of-Way

Public street trees are planted in the right-of-way. Trees are usually planted between the sidewalk and the street in a parkway or tree well, but can also be planted along center medians or in planting strips between sidewalks and private property. With the exception of medians, trees are usually planted in curb space rather than road space. Therefore, the space available for urban trees is the difference between the right-of-way width and the curb-to-curb (road) width, as illustrated in the diagram to the below.

More space for urban trees can be created by decreasing the curb-to-curb width, or installing medians. Decreasing the curb-to-curb width can be accomplished by reducing the width or number of traffic lanes and parking lanes. Travel lane widths in urban areas are recommended to be 10 feet, but are in Huntington Park currently designed to be 12 ft wide on major arterials. Reducing existing lane width from 12 ft to 10 feet would create 12 feet of additional space on major arterial roads and 8 feet of additional space on secondary arterial roads. Some of this space could be dedicated to creating plantable area for the urban forest.

Plantable space can be created in the public right-of-way by building parkways or constructing curb extensions, installing tree wells, and converting center turn lanes to medians. While these interventions may take away space for car travel, they will increase road safety and encourage multi-modal transportation, creating a right-of-way that supports a diversity of movement.



Public right-of-way design influences how many and what types of trees can be planted. More lanes for cars means more space must be dedicated to asphalt, which intensifies heat and reduces potential tree canopy.

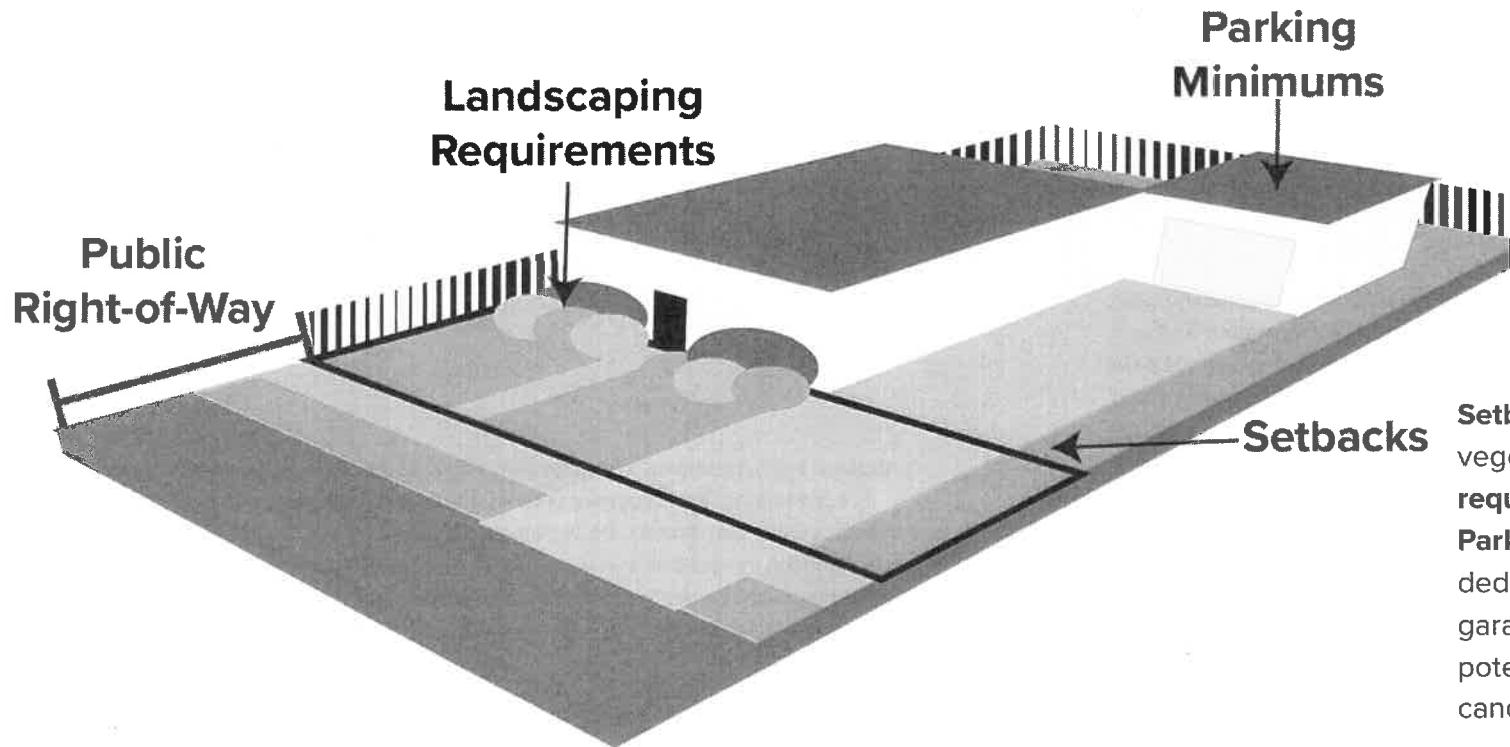
Residential Neighborhoods

Residential neighborhoods are the largest land use within Huntington Park and so guiding tree planting on residential property will go a long way to increasing tree canopy in the City as a whole. Existing zoning standards can be adjusted with the urban forest in mind to create more space for trees on residential parcels.

Landscaping Requirements: Requiring trees to be incorporated in residential landscaping is a valuable provision for promoting the private urban forest. There are existing requirements regarding drought-tolerant landscaping. These requirements could be expanded to be canopy-oriented by encouraging trees with large canopies to be planted in private yards for all residential densities.

Setbacks: The required front setback on single-family residential parcels creates at least 900 square feet of open space in front of every single-family home in this zone. Aside from driveways and paths, much of this space is dedicated to lawns in many homes. These swathes of permeable surfaces hold tremendous tree-planting potential. Trees in residential setbacks have many community benefits. Replacing or shading lawns with trees is an important water-saving strategy and trees' proximity to sidewalks and homes would enhance mobility and energy-saving benefits.

Parking Minimums: Parking requirements increase the amount of impervious surfaces on a lot and reduce the amount of space available for trees. This is especially true for high-density housing where relatively more space must be dedicated to parking. Reducing or eliminating parking minimums allows for more green space in residential neighborhoods.



Setbacks create space typically vegetated, while **landscaping requirements** guide what is planted. **Parking minimums** require space dedicated to paved surfaces and garages for cars, directly reducing the potential area for green space and tree canopy.

Commercial Neighborhoods

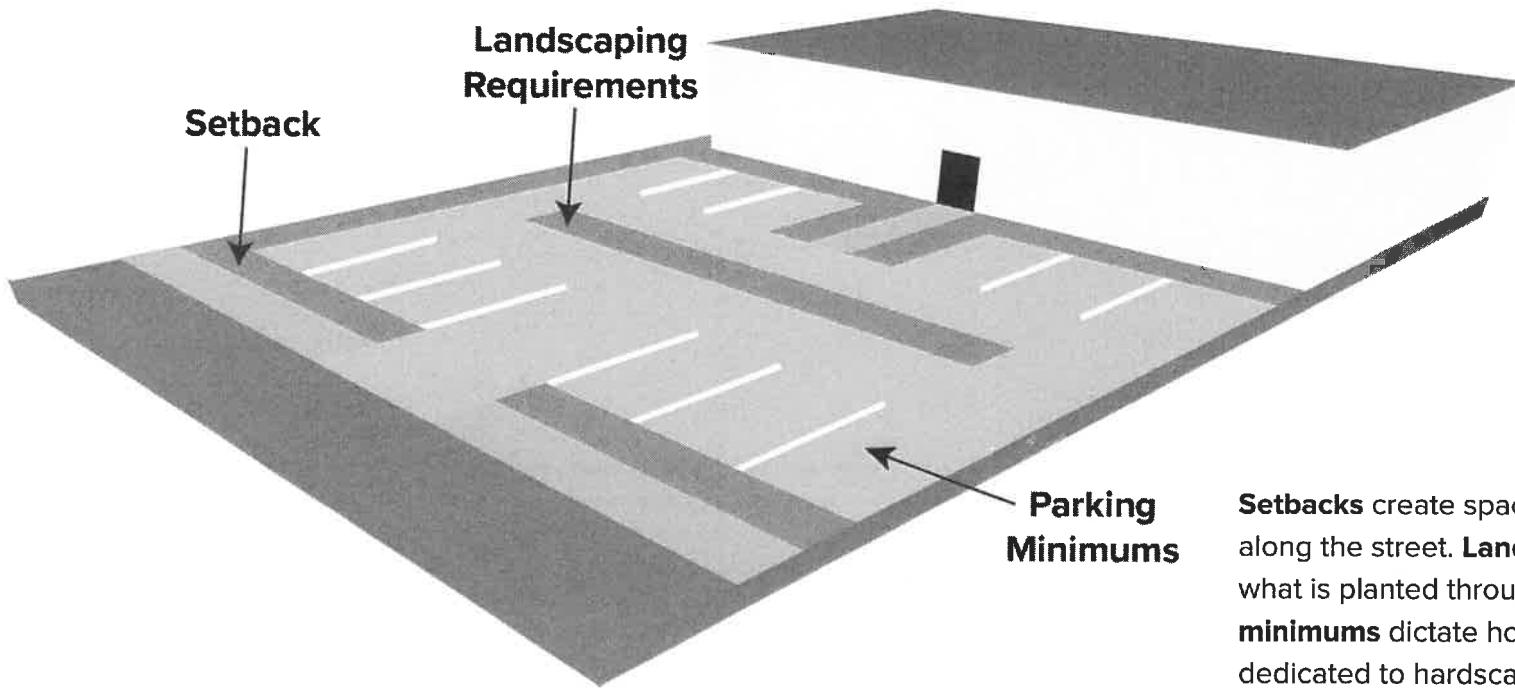
Commercial areas are the third largest land use in Huntington Park and hold a lot of potential to increase tree canopy, especially in parking areas.

Setbacks: Commercial developments in Huntington Park are required to have a 5 ft front setback with an average of at least 3 feet of landscaping. This requirement makes room for the urban forest in commercial zones.

Parking Minimums: The zoning code stipulates minimum parking requirements for commercial developments depending on the size and use of the development. Minimum parking standards can increase the size of parking lots, competing with other uses of space, like landscaping. Relaxing off-site parking requirements can be paired with increasing landscaping requirements in order to create greener commercial districts.

Landscaping Requirements: Given the extent of parking lots in commercial districts, one way to provide tree canopy in these areas is to require shade trees throughout parking lots. The zoning code currently requires one tree for every 10 parking spaces. Increasing this requirement would provide more tree canopy.

The benefit of both the setbacks and the landscaping could be more fully realized by including details about the mature size of trees to be planted so that the maximum canopy benefit is achieved from the landscaped space. Additionally, enforcement of this standard would help ensure trees are replaced as they die, maintaining the canopy over longer timescales.



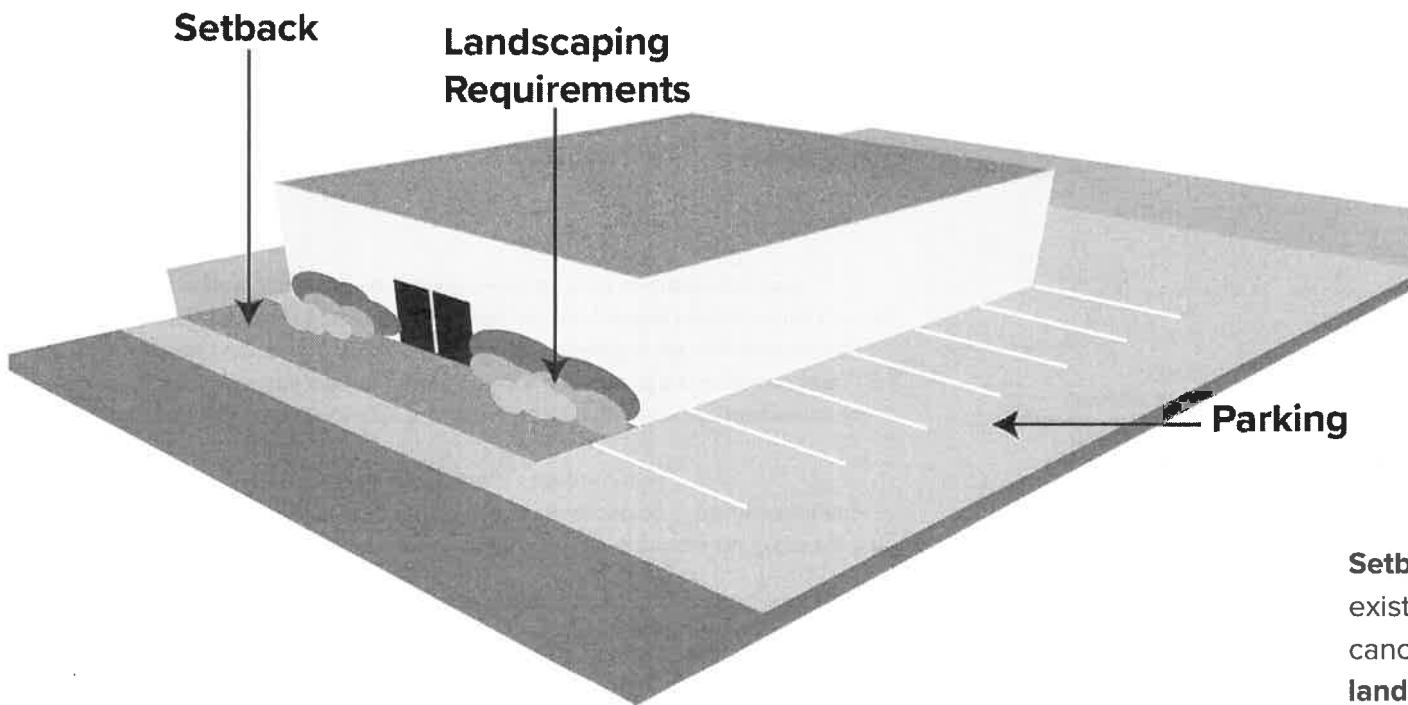
Setbacks create space to grow the urban forest along the street. **Landscaping requirements** guide what is planted throughout the parking lot. **Parking minimums** dictate how much of the lot needs to be dedicated to hardscape for cars.

Industrial Neighborhoods

Industrial zones have the lowest levels of existing canopy. Therefore, it is especially important to consider trees in patterns of development for this zone. Many industrial lots consist of large buildings and paved lots. Adding trees to industrial areas is not just important to expand tree canopy across the City as a whole, it is also locally important in thinking of the welfare of community members who work in these areas.

Setbacks: Industrial areas are required to have front (and sometimes side) setbacks from the right-of-way. The size of the setback depends on the length of the lot, with larger lots requiring longer setbacks. There are existing landscaping requirements for these setback laid out in Article 4 of the zoning code. Setbacks are the main source of existing canopy in industrial zones.

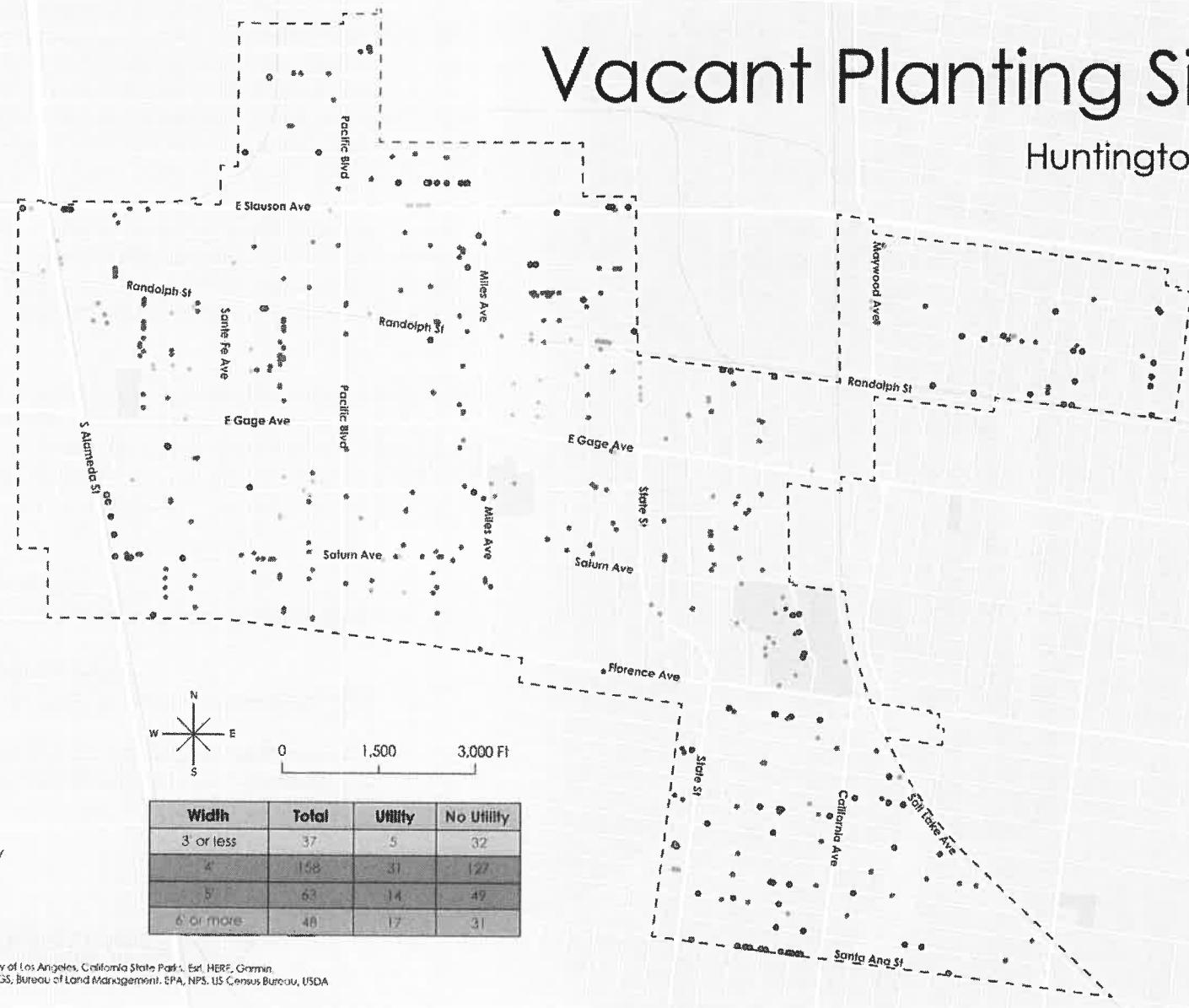
Parking lots: Many industrial lots also have large parking lots with currently little to no tree cover. Increasing tree cover requirements in these parking lots could help increase canopy in these areas.



Setbacks are the source of much of the existing urban forest in industrial lots. Urban canopy could be increased by requiring **landscaping in parking lots**.

Vacant Planting Sites





City of Huntington Park, TreePeople, SCAG, County of Los Angeles, California State Parks, Esri, HERF, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

Goals & Strategies

Key Takeaways

- Citywide canopy goal is supported by goals for each land use based on community priorities and existing canopy
- Planting large trees will make it easier to achieve canopy goals with fewer planting spaces
- Strategies support canopy goals with specific operations and policy recommendations

The many opportunities for growth in the Huntington Park urban forest can be realized by setting ambitious but achievable goals. This plan lays out a set of goals for canopy cover by land use that come together to form a canopy cover goal for the city as a whole. This building block model of goal setting is used to better reflect community priorities, feasibility based on the existing forest, and alignment with City operations.

These goals are supported by strategies that lay out specific actions the City can take to increase canopy in each land use. Canopy goals are translated into tree planting guidance. Beyond urban forest expansion, these strategies also include provisions for caring for the urban forest and engaging partners to support the vision of the urban forest.

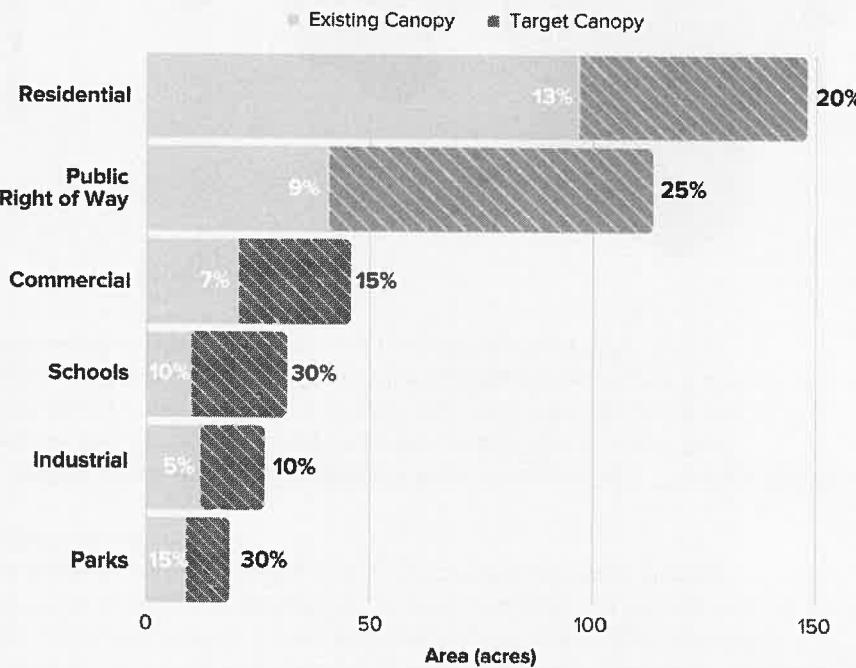
These strategies will be implemented over three phases. The first phase sets the foundation for the plan by making policy and operations adjustments to prepare for a larger forest. The second phase of the plan focuses on growing the urban forest through sustained tree planting and creation of plantable space. The third and final phase of the plan focuses on maintaining the planted trees so they grow large and healthy, and provide an abundant canopy for Huntington Park.



Huntington Park's Future Forest

Goals and Strategies

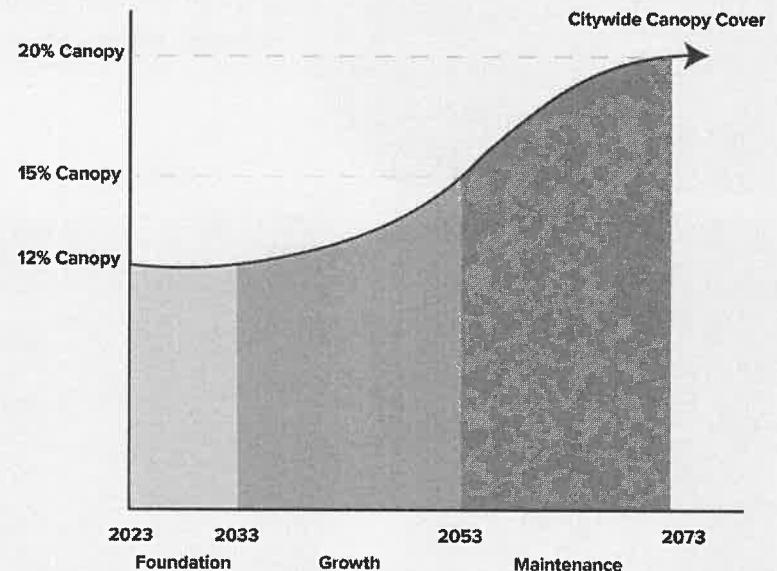
Huntington Park's canopy goals are set to be achievable yet **ambitious and meaningful**, focused on **where canopy is needed**, and grounded with **practical management strategies**.



Canopy targets by land use combine to achieve the citywide target in a way that integrates community priorities on where canopy is needed most.

20%
Tree Canopy Cover
Citywide

192
Added Acres of Tree
Canopy Cover

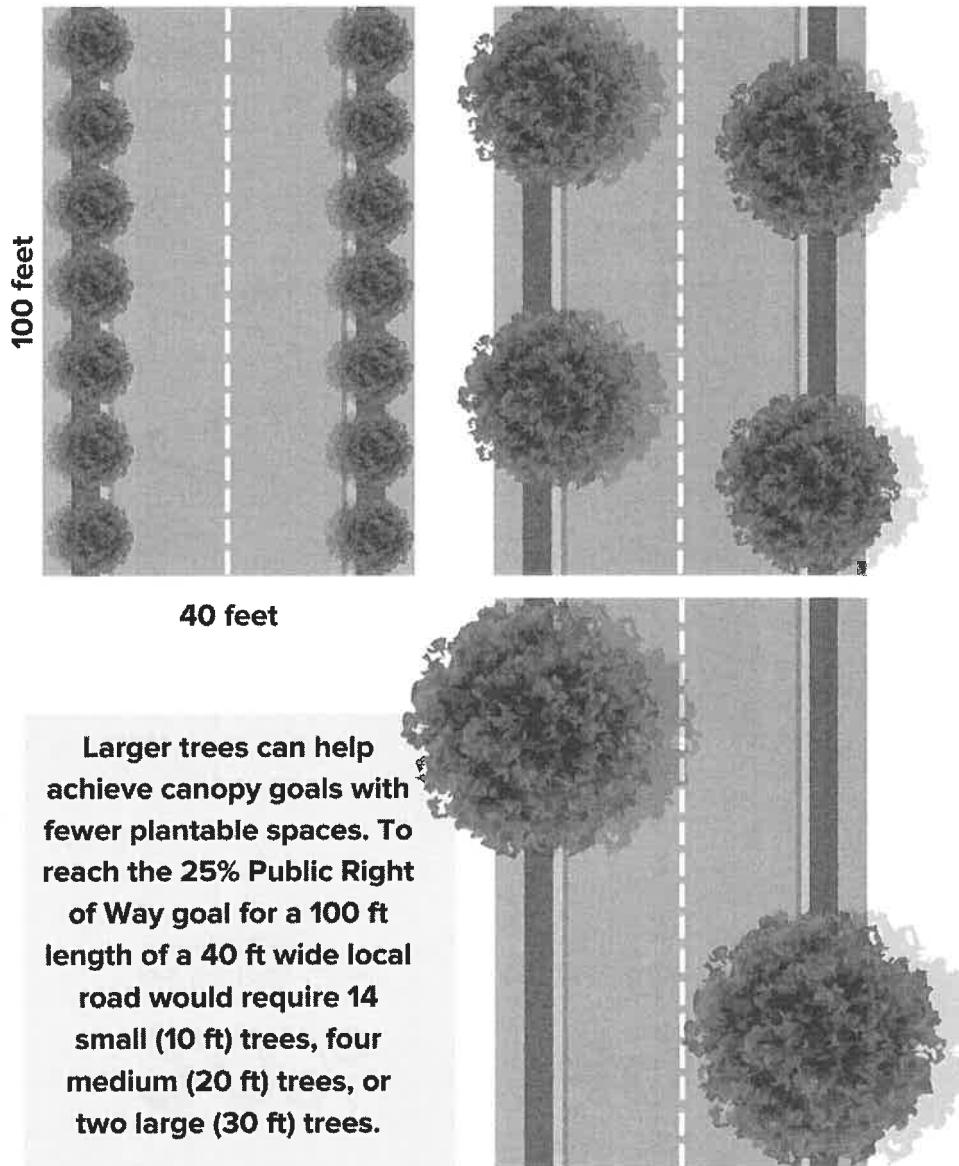
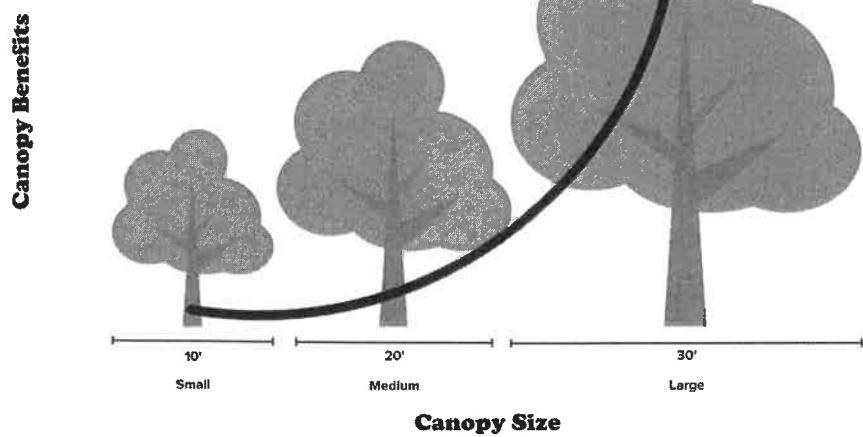


The pathway to realizing the future forest of is Huntington Park divided into three management phases of Foundation, Growth, and Maintenance.

The Importance of Counting Trees Planted and Large Trees for Realizing Canopy Goals

Canopy goals are powerful because they correspond closely with many benefits trees provide and communicate big picture objectives. However, canopy goals are difficult to measure from a human perspective and they are not fully realized until decades after the initial tree planting. Achieving canopy goals in the long term is most practically accomplished through with tree planting goals. Therefore, canopy goals and management strategies are translated into numbers of tree plantings for feasible implementation.

To realize canopy goals with a practical number of trees planted, it is critical to plant tree species that mature into large trees and create planting spaces that accommodate large trees. While planting large trees is not always possible due to space constraints, planting the largest trees appropriate for a given space will help ensure available tree planting spaces maximize canopy benefit.



Specific strategies for meeting tree canopy goals

Ten specific strategies have been identified to meet the tree canopy goals in alignment with the desires of the community as established in the Community Voices chapter. These ten strategies emphasize three types of actions: Plant, Preserve, and Partner. Importantly, consideration of equity is a cross-cutting theme to be incorporated into all strategies.

Plant

Six of the ten strategies involve planting trees as planting more trees is essential to expanding the Huntington Park urban forest. Planting strategies are grouped by land use in order to give specific guidance depending how the land is managed by different stakeholders and which policy tools are appropriate. Planting strategies are order according to the priorities identified in the community surveys.

Protect

Protecting existing trees is essential to ensure young trees grow into healthy mature trees that generate the most benefits. Similarly, responsibility to protect existing trees depends on where a tree is planted. Trees on public land are maintained by Public Works and sub-contractors while trees on private land are the responsibility of private residents. Policies around removing and replacing trees each on public and private land is important to ensure the forest is maintained through time.

Partner

Partnering with other agencies and the community creates a shared mission to grow and care for Huntington Park's urban forest that can shape projects from the regional scale to the personal. Working together to foster a culture of tree care throughout Huntington Park will help the urban forest thrive for years to come. Importantly, many government agencies have jurisdiction over land in Huntington Park where some of the greatest need and best opportunities for adding trees exists.

Plant

Protect

Partner

- 1. Maximize shade in the public right-of-way**
- 2. Provide green areas for recreation in parks and around schools**
- 3. Ensure industrial areas maintain beneficial canopies**
- 4. Create canopied commercial corridors**
- 5. Create immersive green neighborhoods for all residents**
- 6. Pursue opportunities to expand the urban forest**
- 7. Conserve the existing public urban forest**
- 8. Conserve the existing private urban forest**
- 9. Partner with agencies outside the City to coordinate tree planting**
- 10. Engage the community with the urban forest**

<p>Maximize shade in the public right-of-way</p> <p>Target: 25% canopy cover along the public-right-of way</p> <p>Lead Agency: Public Works</p>	
Plant all existing vacant planting sites	<p>Reference the vacant site map for location of vacant planting sites as of the 2023 tree inventory</p> <p>Plant vacant sites with trees from Street Tree Palette according to the size of the planting site.</p> <p>Prioritize greening on blocks with low canopy, blocks with large available planting sites, around schools and in neighborhoods with low existing canopy. See canopy prioritization map.</p>
Replace low-benefit trees with high-benefit trees	<p>Identify trees that are undeserving the urban forest This includes:</p> <ol style="list-style-type: none"> 1. Palm trees 2. Small canopied trees planted in large planting spaces in poor or fair health <p>Prioritize replacements in neighborhoods with low existing tree canopy</p> <p>Replace low-benefit with trees from Street Tree Palette according to the size of the planting site</p>
Install additional planting sites where existing planting sites are insufficient to meet the target	<p>Install planting spaces such that there is room for 26 trees for every 650 ft residential block</p> <p>Tree wells should be as large as the existing sidewalk can accommodate. Sidewalks must maintain 5 ft of unobstructed pedestrian access</p> <p>New planting strips should be designed to be a minimum of 5 feet wide</p>
Prioritize canopy along multi-modal transit routes	<p>Install tree wells and plant trees with large canopies near bus stops</p> <p>Prioritize filling vacant sites, replacing low-benefit trees, and creating additional planting spaces along streets with existing or proposed bikeways in line with the Bicycle Master Plan and Complete Streets Plan as active transportation routes are implemented</p>
Promote the survival of planted trees	<p>Include three years of watering after planting by the City, sub-contractor, or community-based organizations in contracts and cost calculations</p> <p>Engage with residents when new street trees are planted outside a residence to inform them what to expect from a healthy street tree and how to contact the City if the tree is experiencing any issues</p>

<p>Provide green areas for outdoor recreation in parks and around schools</p> <p>Target: 30% Tree canopy in parks and around schools</p> <p>Lead Agency: Public works, Los Angeles Unified School District</p>	
Promote cool routes to school	<p>Plant trees at a frequency of one tree for every 30 feet along school property and along streets within 0.15 miles of schools</p> <p>Create curb bump-outs at intersections within 0.15 miles from schools to create room for trees and calm traffic, increasing road safety for children</p>
Develop parks as immersive green spaces	<p>Prioritize greening in and around school with low existing tree canopy and in neighborhoods with low existing canopy:</p> <ol style="list-style-type: none"> 1. Aspire Pacific Academy and Aspire Ollin University Preparatory Academy 2. Huntington Park Elementary 3. Nimitz Middle School 4. Linda Esperanza Marquez High School 5. Lucille Roybal-Allard Elementary 6. Alliance Collins Family College Ready High & Aspire Centennial College Preparatory Academy
Work with Los Angeles Unified School Districts to develop green schoolyards	<p>Increase tree canopy in parks with low existing canopy:</p> <ol style="list-style-type: none"> 1. Freedom Park <p>Plant large sized trees in parks given relatively fewer infrastructure constraints</p>
	<p>Encourage LAUSD to plant trees around existing green play areas and use large canopied trees in line with the recommended tree list for landscaping</p> <p>Facilitate projects for LAUSD to depave existing asphalt play areas and replace them with shaded green play areas through permitting and grant funding support</p>

Ensure industrial areas maintain beneficial canopies

Target: 10% canopy cover on industrial parcels

Lead Agency: Planning

Require tree planting in the zoning code for new development and major renovations in Manufacturing Plan Development Districts

Modify existing landscaping and tree planting requirements to require one tree for every 3,000 sq ft of lot area

Require one tree for every 30 linear ft of property frontage. Can be counted towards total required trees

Require one tree for every four parking spaces. Setback plantings cannot count towards parking lot trees. Parking lot trees can be counted towards total required trees

Trees used to meet zoning requirements must have a mature canopy size of at least 20 ft and be drought tolerant
Palm trees do not fulfill requirement

Require trees to be planted in a space large enough to accommodate their mature size, including tree wells

Tree planting requirements are not affected by drought declarations

Follow up with survival of required trees after 3 years

Trees that have not survived establishment must be replaced

Encourage trees on existing industrial development

Work with the Greater Huntington Park area Chamber of Commerce to host workshops with local businesses about the benefits of tree planting

Provide local businesses with resources to encourage tree planting, including tree benefits, tree care guidelines, and Street Tree Palette

Plant along the public right-of-way in industrial zones

Install tree wells in the sidewalks where feasible in industrial zones

Prioritize streets where industrial zones are adjacent to residential zones

Create canopied commercial corridors

Target: 10% canopy cover along commercial corridors

Lead Agency: Planning

Require tree planting in the zoning code for new development and major renovations in Commercial General, Commercial Professional, and Commercial neighborhood districts

Modify existing landscaping and tree planting requirements to require one tree for every 2,000 sq ft of total area in commercial lots

Require one tree for every 30 linear ft of property frontage. Can be counted towards total tree requirement

Require one tree for every four parking spaces, not including required setback trees. Can be counted towards total tree requirement.

Require trees to be at least 24" box size at time of planting

Require trees used to meet zoning requirements to have a mature canopy size of at least 20 ft diameter and be drought tolerant

Palm trees do not fulfill requirements

Require trees be placed in planting strips or tree wells large enough to accommodate their mature size

Tree planting requirements are not affected by drought declarations

Follow up with survival of required trees after 3 years

Trees that have not survived establishment must be replaced

Encourage trees on existing commercial development

Work with the Greater Huntington Park Area Chamber of Commerce to host workshops with local business about the benefits of tree planting

Provide local businesses with resources to encourage tree planting, including tree benefits, tree care guidelines, and Street Tree Palette

Plant along the public right-of-way in commercial corridors

Install tree wells as large as the sidewalk will accommodate at a density of one for every 50 linear ft of block length along commercial corridors if there is no existing parkway

Create immersive green neighborhoods for all residents	
<i>Target: 20% average canopy cover on residential parcels</i> <i>Lead Agencies: Planning, Public Works</i>	
Establish and enforce tree zoning requirements for new development and major renovations	<p>Require one tree for every 1,500 square feet of lot area for all residential zoning districts to be planted during development or major renovations</p> <p>Offer density bonuses for developments that substantially exceed minimum tree requirements</p> <p>Require trees used to meet zoning requirements have a mature canopy size of at least 20 ft diameter or provide edible fruit</p> <p>Palm trees do not fulfill requirements</p> <p>Require trees to be at least 24" box size at time of planting</p> <p>Tree planting requirements are not affected by drought declarations</p> <p>Follow up with survival of required trees after 3 years</p> <p>Trees that have not survived establishment must be replaced</p>
Give trees to residents for planting on private property	<p>Give away shade and/or fruit trees in spring and fall at City events including:</p> <ol style="list-style-type: none"> 1. Farmer's Market <p>Promote tree giveaways through town channels and local organizations to reach residents</p>

Pursue opportunities to expand the urban forest	
<i>Target: 10% increase in the number of publicly managed planting sites by 2050</i> <i>Lead Agencies: Public Works, Planning, City Council</i>	
Include tree planting in capital projects	Review capital improvement plans for tree planting potential, including transportation improvements, school renovations, park upgrades, or landscape remodeling
Invest in new green spaces	Explore potential for new public green spaces including leveraging small spaces such as pocket parks and parklets
Retrofit right-of-ways	<p>Solicit and incorporate community feedback in the location and design of new green spaces</p> <p>Add curb bump outs and extensions to parking lanes on streets without space parkways or tree wells to create tree planting space</p> <p>Install or expand parkways during major road infrastructure projects such that parkways are at least four feet wide to accommodate large trees</p>

Conserve the existing public urban forest	
<p>Target: No public tree needs to be removed before the end of its lifespan</p> <p>Lead Agency: Public Works</p>	
<p>Adopt City policy around public tree removal criteria and replacement</p>	
	<p>Public street trees may be removed in cases of death, disease, excessive infrastructure damage, or substantial threat of damage</p> <p>Public street trees may not be removed in cases of unsubstantiated requests, litter, shadow or personal preference</p> <p>Requests for street tree removals will be reviewed on a case-by-case basis by Public Works</p>
	<p>Replace each removed street tree with two new tree plantings</p> <p>At least one tree planting must be on the same block as the removed tree</p> <p>New trees are planted according to guidance outlined in this plan</p>
Provide adequate care to maintain trees in good condition	<p>Increase grid trimming to a 4-year cycle</p> <p>Water trees during periods of extended dryness</p>
	<p>Adhere to Best Management Practices outlined in this plan (pg. 63-64)</p>
Hire sufficient City staff dedicated to tree care to supplement sub-contractor services	<p>City tree staff respond to requests for off-cycle tree inspections, remove reported dead trees, and plant replacement trees</p> <p>Train tree staff on proper tree care practices in line with ANSI A300 and International Society of Arboriculture (ISA) industry standards</p>
Find the highest and best use for urban wood waste	<p>Prioritize sending wood waste to vendors who reclaim, salvage, or upcycle wood waste into high quality, durable goods</p> <p>Send wood waste that cannot be reclaimed to be recycled into bio products such as mulch, compost, or feedstock</p>

Conserve the existing private urban forest during development	
<p>Target: Residential development results in a net increase of tree canopy</p> <p>Lead Agency: Planning</p>	
<p>Adopt City policy on the removal and replacement of trees on private property</p>	
	<p>Healthy trees removed during private development must be replaced with planting two replacement 24" box trees with a mature tree canopy of at least 20 ft and low water requirements</p>
	<p>In cases where planting replacement trees is deemed infeasible, an 'in-lieu' fee may be paid to the City, relative to the size of the tree removed, to cover the planting and establishment of additional public trees.</p>
<p>Preserve trees during construction</p>	
	<p>Construction projects that will impact more than 500 sq ft of land must submit a Tree Plan to the City outlining what measures will be taken to protect existing trees during construction. The Tree plan should include:</p> <ul style="list-style-type: none"> • The location of trees • The Tree Protection Zone for all trees to be preserved • Tree fencing • Erosion control • Tree pruning • Soil compaction mitigation • Irrigation • Tree maintenance schedule
	<p>Tree plans should be approved and overseen by a certified arborist.</p>
	<p>Any tree that dies or is removed as a result of construction must be replaced with two 24" box size trees</p>
<p>Support residents in caring for mature trees</p>	
	<p>Provide educational materials on the benefits of mature trees as well as tree care resources, such as professional arborist contact information</p>
	<p>Allow residents to request City tree care services for trees in the front set back, including inspection and pruning</p>

<p>Partner with agencies outside the City to coordinate tree planting</p> <p>Target: City partners support and contribute to achieving tree canopy goals Lead Agencies: Public Works, City Council</p>	
Coordinate tree planting protocols on easements through the City	<p>Continue to work with LADWP to manage utility easements as green public spaces as in Veterans Park</p> <p>Work with Union Pacific to plant trees along the railroad easement in line with the standards and guidelines of this plan</p>
Work with service providers to implement tree planting agreements	<p>Include the price of planting and maintaining trees when creating contracts that include the provision of trees with third party service providers such as waste haulers or utility companies.</p> <p>Provide guidance on tree care best management practices for third parties who perform tree maintenance including subcontracts and utility providers.</p> <p style="padding-left: 20px;">Tree judged to have died from improper maintenance performed by third parties must be replaced by that party</p>
Work with agencies developing infrastructure projects in Huntington Park to include tree planting	<p>Work with Metro to ensure that trees consistent with the guidelines laid out in this plan are included in any proposed infrastructure projects including the proposed Randolph Rail- to River bike route and West Santa Ana branch light rail and bikeway projects</p>

<p>Engage the community with the urban forest</p> <p>Target: Engage with at least 100 residents annually Lead Agencies: Public Works</p>	
Make information about the urban forest publicly available	<p>Create a page on the City website dedicated to trees and include the following information:</p> <ul style="list-style-type: none"> • Urban Forestry Management Plan • Approved tree list • Tree care guidelines • Tree zoning requirements • Upcoming urban forest events • Most recent completed tree inventory <p>Ensure information about the urban forest is available in both English and Spanish.</p>
Hold community tree planting events	<p>When multiple trees are scheduled to be planted in public places such as parks, schools, and residential parkways, hold a community planting event and involve residents in tree planting</p>
Engage in discussions about the urban forest at public events	<p>Introduce the Urban Forest Management Plan at a public workshop</p> <p>Periodically solicit feedback from community members about the urban forest, both during Urban Forest Management Plan revisions and between revisions</p> <p>Inform residents about tree care practices and available tree resources at public events such as the Farmer's Market</p>
Partner with Community- Based Organizations	<p>Work with community based organizations to coordinate volunteer opportunities for tree planting, tree care, and community events</p>

Implementation

Key Takeaways

- Prioritizing planting trees early in the project will allow time for tree growth throughout the project
- Coordinating stakeholders will help achieve a common goal
- Funding will be required to implement strategies
- The plan is a living document that will change over time

The success of this plan hinges on the ability of the strategies to be implemented. Making the plan a reality will require coordination of people, time and money. Many partners will need to come together to enact different elements of the plan. A phased timeline must account for time for trees to grow to their full size by the canopy target date. Funding will need to be allocated to pay for planting new trees as well as the increased costs of maintaining a larger urban forest. Planning these logistics will enable smoother translations of strategy into action.

To guide tree planting implementation, resources are included in this plan advising on which trees should be planted where. The street tree map identifies the size of planting space along streets with public trees in Huntington Park, and where utility lines exist. These factors play a major role in determining which trees are suitable for given planting sites. The Street Tree Palette can then be used to identify trees that are suitable for each site. The Street Tree Palette is organized by required plantable space and contains relevant traits of each tree including mature size, water requirements, and representation in the existing urban forest. These two resources together can be used once planting sites have been identified to make decisions about how they should be filled.

Image: Tree Planting in Huntington Park (Source: Adam Thomas)



Implementation Timeline

Trees take time to grow. The trees planted today will not reach their mature size for at least twenty years. As such, it is important to take the long view when planning for the urban forest. The timeline of this plan is structured to prioritize planting new trees in the first thirty years of the plan. Then, by the end of this plan's lifespan in 2073, those trees will have reached their mature size. In the later years of this plan, emphasis will shift from expanding tree canopy to maintaining tree canopy. Annual tree plantings will still be important, because as trees die naturally they will need to be replaced; however the scale of planting will decrease and careful maintenance of the expanded forest will be the priority.

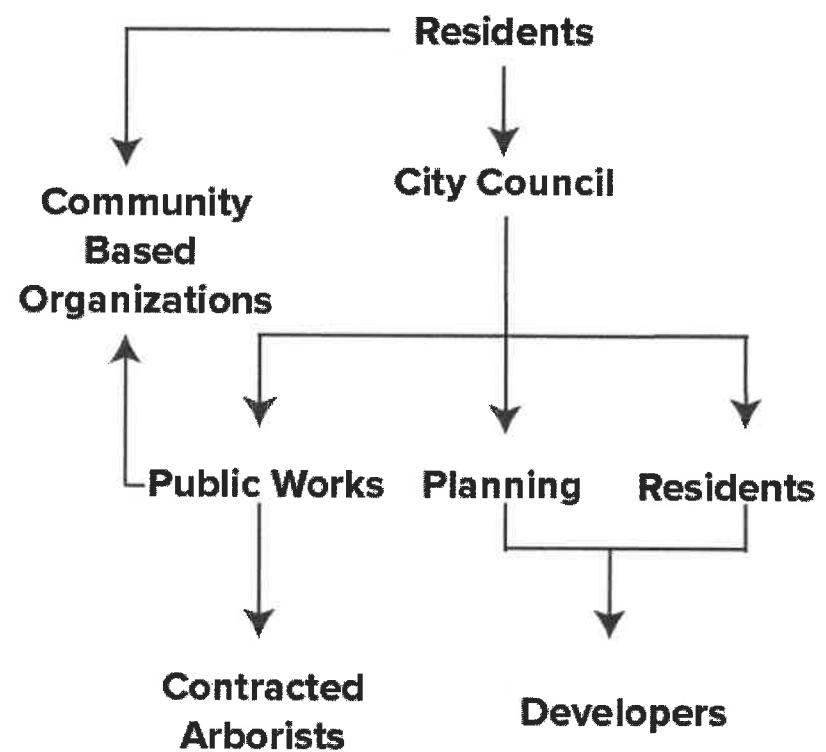
Capacity for the urban forest, both physical and human, will also take time to grow. There are not nearly enough existing plantable sites to achieve the goals laid out in this plan. Therefore, infrastructure changes will need to be made from the beginning of the plan timeline to accommodate more trees. These projects will likely require greater staff time and funding. Coordinating major tree planting improvements with other capital projects or regional initiatives can help set in motion the creation of plantable space for trees down the line. Planning for plantable space today will allow for more tree plantings tomorrow, which will support a greater tree canopy in the future.

Phase	Years	Planting	Maintenance	Engagement
Foundation	2023 - 2032	Create new places to grow trees	Adopt policy outline criteria for public tree removals	Establish web page to host urban forest information
		Plant 300 trees/year	Adopt policy outline criteria for private tree removals	Regular outreach at community events
		Adjust zoning code to require tree planting on new developments		Give away 200 trees to residents per year
Expansion	2033 - 2052	Create new places to grow trees	Increase maintenance budget to accommodate care for more trees	Focused engagements as part of plan review
		Plant 300 trees/year		Regular outreach at community events
				Give away 200 trees to residents per year
Maintenance	2053 - 2072	Plant 50 trees per year or as many as required to replace removed trees and keep vacant sites filled	Remove and replace trees as needed	Focused engagements as part of plan review
				Regular outreach at community events

Partners

Many partners must come together to make this plan a reality. City Council importantly sets necessary local policy and allocates funding. Departments across the City of Huntington Park must coordinate to carry out the strategies outlined in this plan. Residents must support, guide, and engage in urban forestry initiatives including incorporating more trees on residential land. Businesses and developers must incorporate trees on their properties, in their projects, and support addition of more space for trees in industrial and commercial zones. Community-based organizations must be active and trusted in order to bridge local government and residents by amplifying community voices. Together, each role plays an important part in realizing a thriving urban forest.

Partner	Responsibility
Public Works	Oversee street tree and park planting and maintenance Respond to requests for off-cycle inspections and pruning
Planning	Support implementation of tree zoning requirements Verify development landscaping plans Update tree zoning requirements as needed overtime
Public Safety	Enforce tree zoning regulations
City Council	Adopt UFMP Adopt tree zoning requirements Allocate funds for the urban forest Set urban greening as a priority for City operations
Arborist contractors	Perform routine grid pruning Perform routine inspections Provide tree care services as directed by Public Works
Residents	Care for trees on private property Care for trees on parkways adjacent to private property Support tree planting initiatives Participate in planting events and engagement
Developers	Comply with tree zoning requirements Seek to exceed tree zoning requirements
Community-Based Organizations	Plant trees Engage community



Relationships between partners of the urban forest in Huntington Park

Funding

Expanding the urban forest will require additional investment. Creating space for trees, planting trees, and maintaining those trees will all cost money. As the urban forest grows, so too must the budget allocated towards the urban forest.

There are three categories of costs associated with caring for the urban forest. The first is tree maintenance, which includes regular pruning as well as additional tree trimmings and tree removals. These costs will increase as the size of the forest as a whole increases because more trees will need to be maintained.

The next category is tree planting, which includes the cost of planting and staking a sapling, three years of watering during establishment, and creating space for trees through minor site modifications such as installing tree wells in sidewalks. Tree planting costs depend on the number of new trees planted in a given year. The numbers in the table to the right are estimates, as costs can vary considerably based on how trees are planted.

Finally, community engagement covers the cost of giving trees to residents as well as the staff time and materials needed to connect with residents about the importance of tree care and the urban forest. Community engagement costs do not depend on the size of the urban forest.

These three numbers can be combined to estimate the funding needs for the urban forest each year based on the size of the existing forest and the number of anticipated tree plantings. While a larger urban forest will require a larger budget, fortunately there are many grant resources available to help fund urban forestry.

Recommended Annual Budget			
Service	Unit Cost	Total Cost	Funding
Tree Maintenance (per tree per year)	\$80	\$600,000	<i>General Fund</i>
Contracted Maintenance	\$45		
City Staff Time	\$10		
Supplies & Equipment	\$25		
Tree Planting (per tree)	\$1780	\$534,000	<i>General Fund, Grants</i>
Tree Planting (tree + supplies + labor)	\$400		
Establishment	\$380		
Minor Site Modification (creation of new tree wells)	\$1000		
Community Engagement (per year)	\$15,000	\$15,000	<i>General Fund, Grants</i>
Total		\$1,149,000	

Grants

Federal

USDA U.S. Forest Service

- Administers federal funding related to urban and community forestry.

Non-profit

Arbor Day Foundation

- Small grants for arbor day events and community-based organization tree planting events.

California ReLeaf

- Small grants for arbor day events and community-based organization tree planting events.

American Forests

- Small grants for arbor day events and community-based organization tree planting events

State

California Natural Resources Agency

Environmental Enhancement Mitigation Grant Program

- Aimed at mitigating impacts of caused by new or modified transportation facilities including urban forestry projects that offset vehicular emissions of carbon dioxide

Urban Greening Program

- Aimed at reducing greenhouse gasses while also transforming the built environment into places that are more sustainable, enjoyable, and effective in creating healthy and vibrant communities.

California Department of Forestry and Fire Protection (CAL FIRE)

Urban and Community Forestry Program

- Planning and/or implementing projects for urban forest expansion and health with a focus on extreme heat, environmental, economic, and social benefits to underserved communities.

Office of Planning and Research

Extreme Heat Program

- Invests in efforts to reduce the impact of heat

California Strategic Growth Council

Transformative Climate Communities Program

- Funds ambitious measures to build climate adaptation and resilience through planning, research, capacity building, restoration, and sustainable infrastructure

California State Parks

Statewide Local Parks Program

- Projects must develop or acquire and develop a new park, expand an existing park, or renovate an existing park



Image: Fruit tree distribution in Huntington Park (Source: Adam Thomas)

Tree Planting Site Options & Costs

Filling the 311 vacant sites available in Huntington Park is the most cost effective way to grow the urban forest, but it will not be nearly enough to reach the goal of 25% tree canopy in the right-of-way. Almost all the existing vacant sites will be filled within the first year of proposed tree planting. Therefore, creating more plantable space in the right-of-way, especially in low canopy neighborhoods, will be necessary to reach canopy and equity goals. There are a number of ways plantable space can be created, as detailed in the table to the right.

Suitability for installing tree wells - cutouts in the sidewalk to plant trees - depends on the size of the sidewalk, as 5 ft of path must remain unobstructed for pedestrian use. Larger tree wells can support larger trees. As such it is best to install tree wells where a 4 ft minimum well width is possible.

Curb extensions are a great option where the existing curb is too narrow to support trees and a sidewalk. Planting spaces are constructed in the existing road, usually into an existing parking land, or by converting the right most travel lane to a parking lane with curb extensions. The construction of curb extensions requires significantly more investment than tree wells. However, curb extensions can also have benefits beyond the urban forest such as a traffic calming measure to improve safety for all street users.

Similarly, center medians convert road space in the center median to landscaped space that can support tree canopy. Center medians are best suited for major arterial roads with an existing center turn lane, such as Pacific Boulevard. Medians also provide traffic calming benefits.

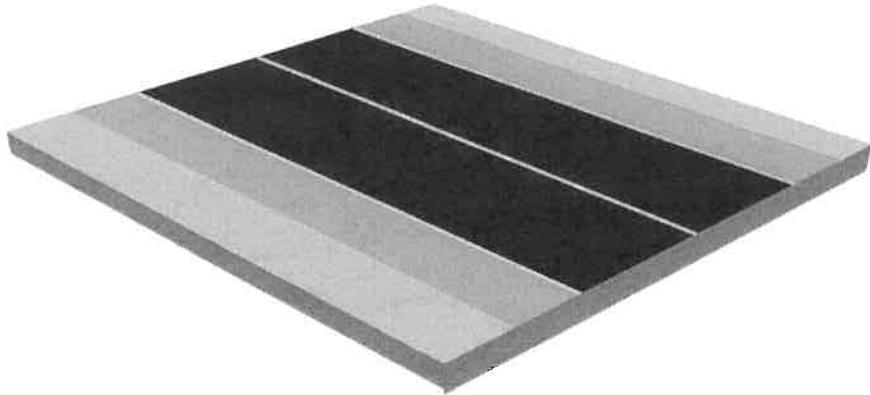
Finally, where more space cannot be created, it is worth analyzing whether existing plantable space is being used to the highest benefit. Existing planting sites that currently house palm trees, trees in poor condition, and/or trees that are significantly smaller than their planting size could feasibly support should be considered to be replaced with larger, more beneficial trees.

Tree Planting Site	Potential Locations	*Planting Cost Estimate
Vacant sites	See Vacant Sites Map	\$400
New tree wells	State Street Alameda Street	\$1,400
Curb Extensions	Near schools Gauge Ave- existing curb extensions but no landscaping	\$6,000 - \$20,000 Per 6 ft x 20 ft
Medians	Pacific Boulevard Santa Fe Avenue Slauson Ave	\$15,000 to \$30,000 per 100 ft
Tree replacement	See Tree Replacement Map Residential Parkways	\$700

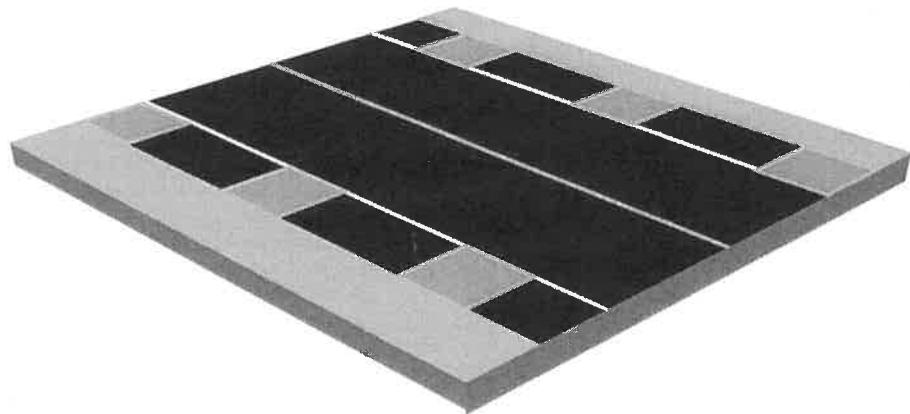
*Plant cost only, does not include establishment or maintenance care. Costs are highly variable.

Focusing on only the most cost effective sites will result in an inequitable urban forest that continues to leave some areas of Huntington Park with a lower than desired tree canopy.

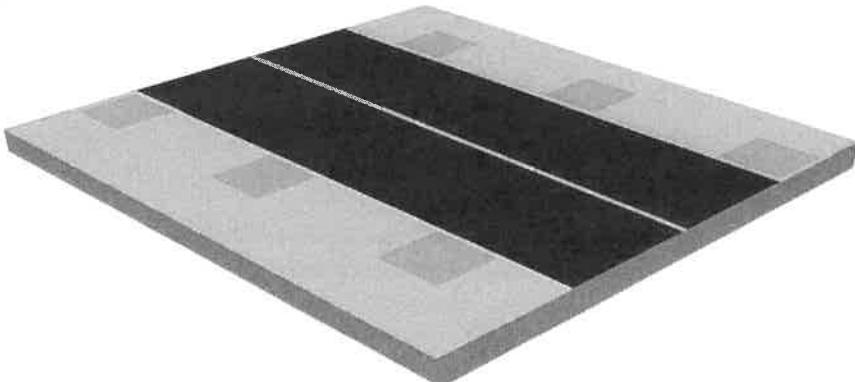
Creating More Plantable Space



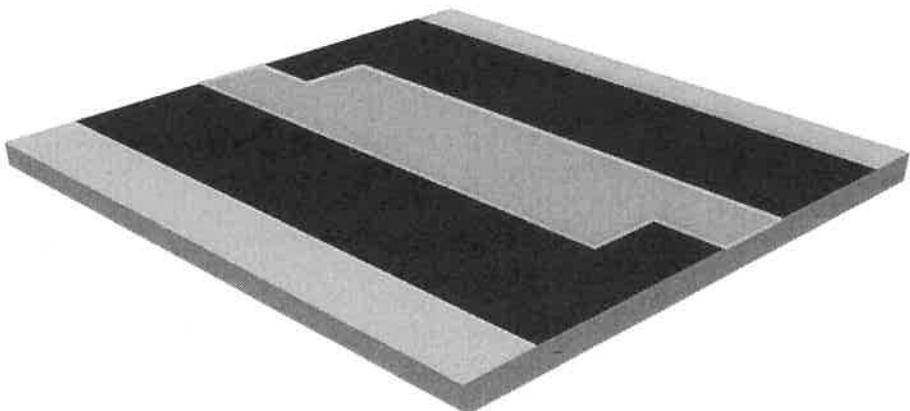
Parkways, where they exist, require the least site preparation to plant vacant sites



Curb Extensions are suitable for when there are no existing parkways and the sidewalk is too narrow to install tree wells.



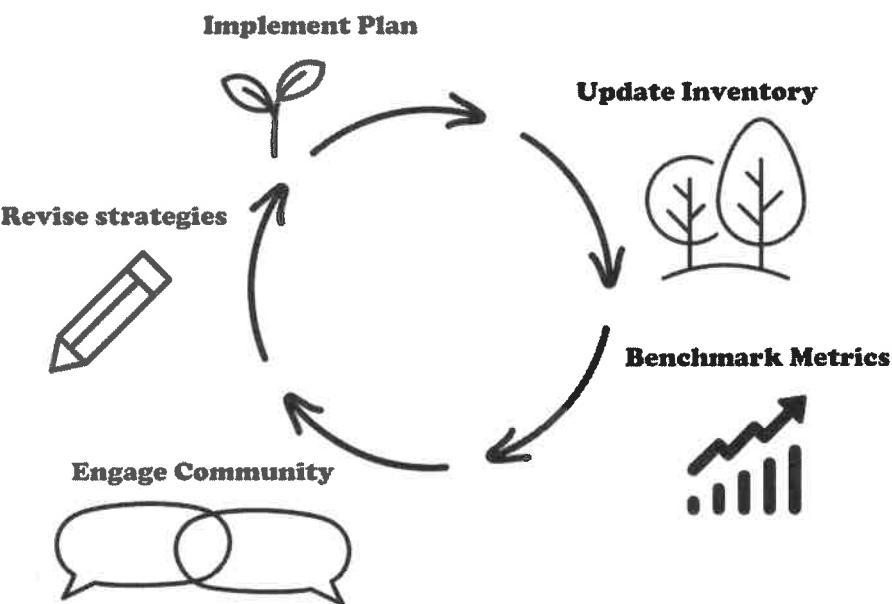
Tree Wells are best suited when there is no existing parkway and the sidewalk is at least 9 ft wide.



Medians are well suited for major arterials with center turn lanes.

Plan Review

The plan will need to be periodically updated to remain relevant to Huntington Park's circumstances and priorities. The plan should be reviewed and revised every 10 years. The review process should include benchmarking the progress of the urban forest through a comprehensive inventory of public trees and a canopy assessment based on the most recent available LiDAR data. The review process should also include meaningful public engagement that reflects the current priorities of community members regarding the urban forest to adjust the strategies of this plan.



The plan should be reviewed and revised with the steps outlined in the diagram every **10 years**

Evaluation

Ensuring progress towards the goals will require periodic benchmarking to monitor the state of the urban forest. As goals are primarily reported as canopy extent, measuring tree canopy overtime, for the town as a whole as well as by land use will be an important marker of progress. The first detailed canopy measurement for LA County was conducted in 2016 and is included as the baseline metrics for this report. Subsequent canopy mapping is planned and can be used to benchmark City canopy, and further analysis of this data can benchmark City canopy by land use.

Additionally, it will be important to collect detailed information about the public urban forest through regular tree inventories. This information should be used to benchmark species diversity, tree size and tree health. This information can be used to adjust planting and maintenance practices as needed

Finally, community priorities should continue to be surveyed. Unlike other metrics, there is no 'goal' to benchmark against. Rather, as the plan is revised, it should continue to reflect the changes in priorities of the community.

Metric	Baseline	Target	Data Source
Total Tree Canopy	11%	20%	Canopy Assessment
Tree Canopy by Land Use	Schools Parks RoW Residential Industrial Commercial	30% 30% 25% 20% 10% 15%	Canopy Assessment
Species Diversity	Most common species 9.1%	Most common species <10%	Tree Inventory
Tree Size		40% young trees	Tree Inventory
Tree Health	42% Good condition	=>90% Good condition	Tree Inventory
Community Priorities	-	-	Community Survey

Street Tree Planting Implementation Tools

Street Tree Prioritization Map

The Street Prioritization Map depicts which blocks are the highest priority to plant street trees based on criteria of existing canopy, planting size, and whether the block is in a high priority residential neighborhood. The map also shows vacant sites. It can be used to plan where planting initiatives should take place first.

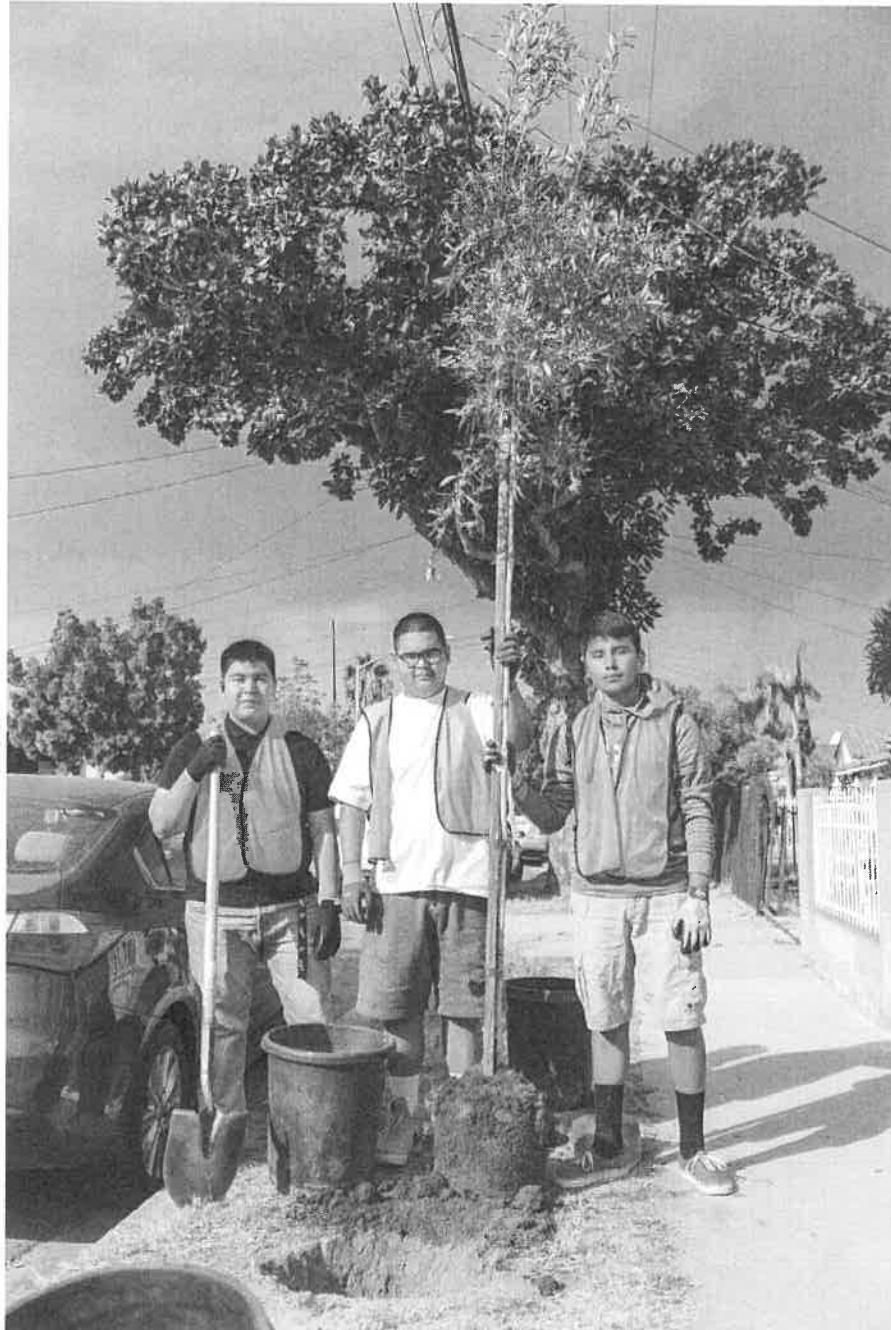
Street Tree Planting Map

The Street Tree Planting Map illustrates the size of planting sites along the public right-of-way in Huntington Park. The map can be used in conjunction with the Street Tree Palette to determine what species are suitable for planting locations. It also illustrates the location of utility wires above planting spaces, where data is available. Sites located under utility wires should be planted with trees approved by Southern California Edison (SCE) as marked in the Street Tree Palette.

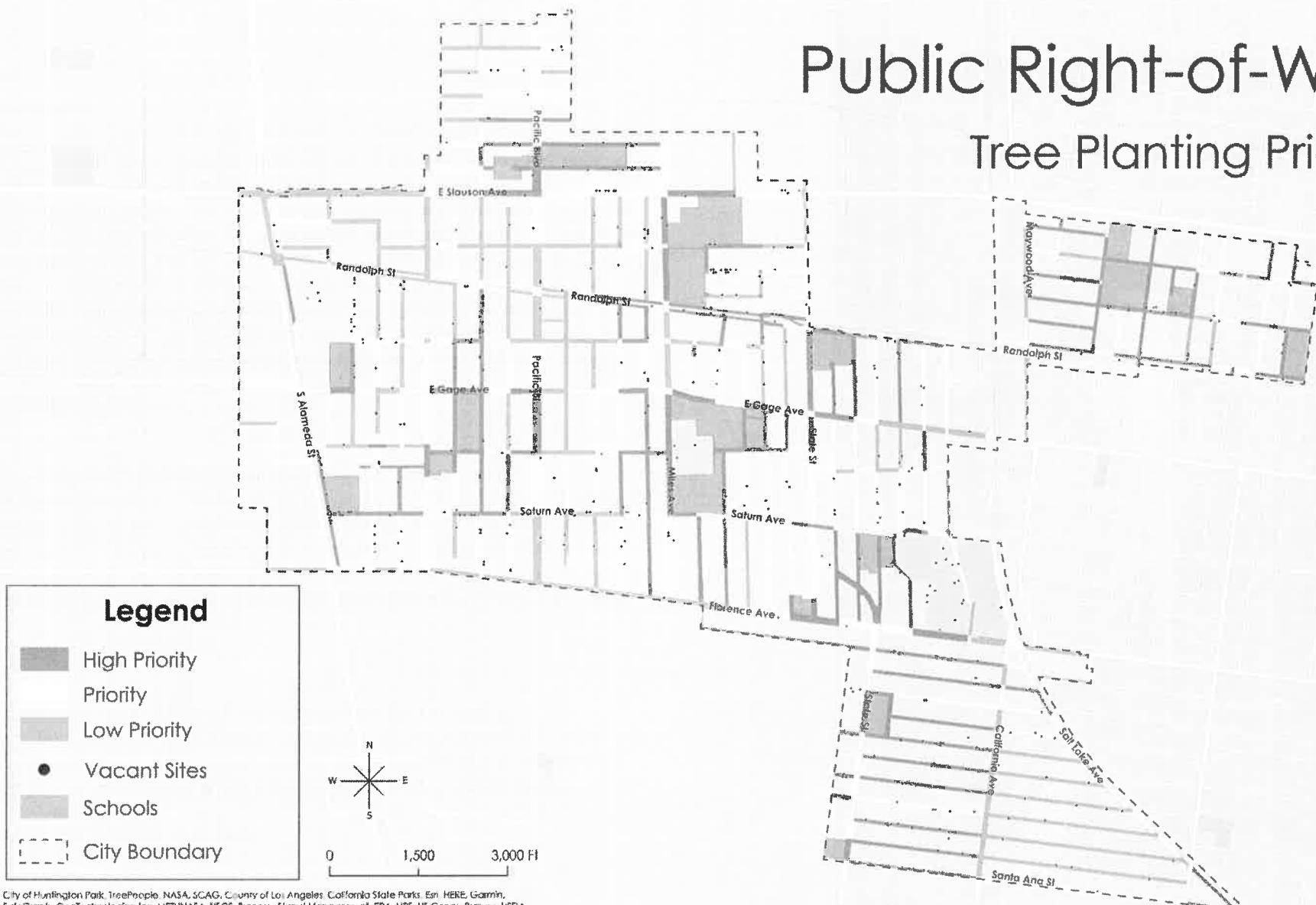
Street Tree Palette

The Street Tree Palette is a list of recommended trees to plant along the public right-of-way in Huntington Park. Species are recommended based on suitability to Huntington Park climate, water requirements, and infrastructure compatibility, among other factors. The list is organized by recommended planting size for each tree. The list is color coded to match the planting sizes illustrated on the Street Tree Planting Map. Trees should be chosen corresponding to the plantable space of the site. Trees that require a larger plantable area than the site offers may damage infrastructure while trees that require a smaller plantable size for the site will not provide the most benefit the site can offer. For planting sizes where there are no native species or trees approved for utility wires, trees from one planting size smaller may be chosen to meet these criteria.

Image: Tree Planting in Huntington Park (Source: Adam Thomas)



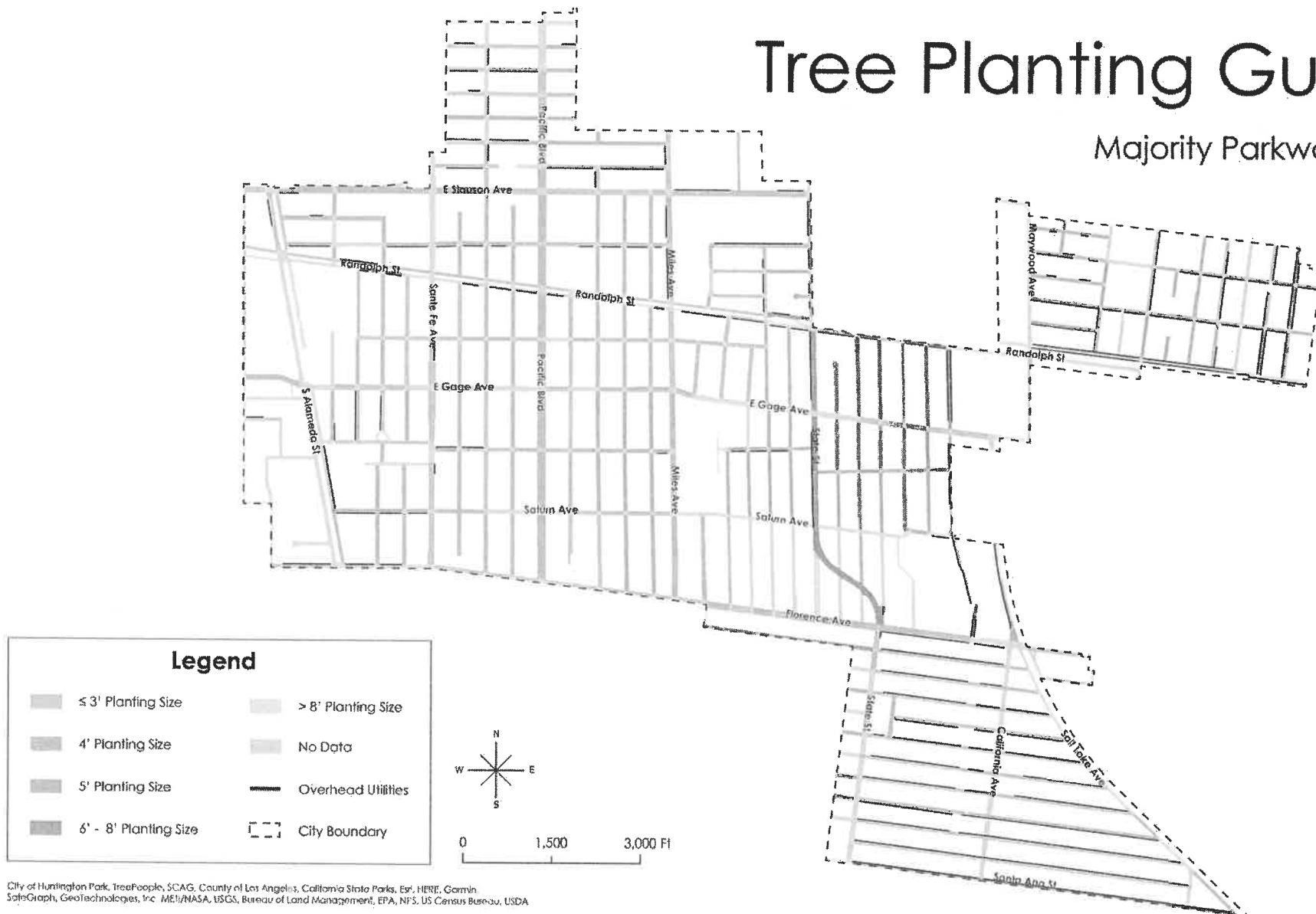
Public Right-of-Way Tree Planting Priority



City of Huntington Park, TreePeople, NASA, SCAG, County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

Tree Planting Guide

Majority Parkway Sizes



City of Huntington Park, TreePeople, SCAG, County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, Geotecnologies, Inc., MEI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

Street Tree Palette

Data Dictionary

Parkway Size	Growing area measured from curb to sidewalk. This minimum is up to the discretion of the city's street tree inspector.
SCE Approved Tree	Utility-friendly tree species recommended by Southern California Edison for Coastal, Valley, Mountain & Desert regions.
Evergreen, Deciduous, Semi-deciduous	E - Evergreen. The tree has leaves year-round. D - Deciduous. All leaves lost in one season. S - Semi-deciduous. Most, but not all leaves lost.
Spacing	Distance from tree to tree, measured from center of trunk to the next trunk center.
Sunset Climate Zone	From the Sunset Western Garden Book . Zone 24 is the immediate coast, zones 21 - 23 are the L.A. Basin, zones 18 - 20 are the Valley.
Sun	S = full sun; P = part sun/part shade; Sh = shade
Water: Ratings from WUCOLS IV <u>(Water Use Classification of Landscape Species)</u>	VL - Very low. Trees should not need water other than natural rainfall. Prolonged drought may require a deep watering once or twice if severe wilting is exhibited. L - Low. One deep watering per summer month, or every other month in dry season if needed. M - Moderate. Two deep waterings per summer month. Perhaps one deep watering in spring and fall. H - High. One deep watering per week in summer months. One deep watering every other dry season month. VH - Very High. The soil needs to be kept moist. These trees naturally occur in riparian zones - stream or lake-side.
Soil	C = Clay; L = Loam; S = Sand; WD = Well drained
Root Damage Potential:	These ratings obtained from the Cal Poly Web site: http://selectree.calpoly.edu . L = Low; M = Moderate; H = High
Allergy Potential	These ratings (1 - 10) from Thomas Ogren's OPALS (Ogrens Plant Allergy Scale) System in <i>Allergy Free Gardening</i> . The increasing incidence of asthma and allergies in the Los Angeles area has prompted us to include this information. Some trees are now outlawed on school campuses because of their high allergy potential. In the flower, it is the male anther that produces pollen, the biggest allergy issue. Most flowers are complete, meaning they have both male and female parts. Some species, however, have flowers that are only male or female. These species have either separate male and female trees (dioecious - two houses), or they have those male-only and female-only flowers growing on the same tree (monoecious - one house, like corn), and yet others have separate male and female flowers and also some bisexual flowers. Over the years, male trees have been chosen for street trees and for campuses to avoid the mess of fruit drop from female trees. This has resulted in an increase in male trees, and therefore an increase in pollen. 1 = lowest rating, least allergenic pollen. If separate male and female trees, these will be the female trees. 10 = highest rating. These trees are usually wind-pollinated or have very fine pollen grains. If separate male and female trees, these will be the males. f=female; m=male; b=bisexual, having both male and female flowers
Growth Rate	S = Slow - up to 12"/year; M = Moderate - 24"/year; F = Fast - 36"/year; VF = Very fast - more than 36"/year

Scientific Name	Common Name	Parkway Size (feet)	SCE Approved Tree	California Native	Evergreen, Deciduous, Semi	Height x Width (feet)	Spacing (feet)	Sunset Climate Zone	Sun	Water - LA Basin	Water - Valley/ Inland	Soil	Root Damage Potential	Allergy Potential (Low 1 - High 10)	Growth Rate	Existing Percentage in Urban Forest	Notes	Vacant Planting Sites
<i>Cercis canadensis</i>	Eastern redbud	3	x		D	25-35 x 25-35	25-30	18-20	S-P	M	M	C,L,S	L	5	F	0.1%	Pink flowers. Yellow fall color. 'Forest Pansy' has red-purple leaves.	533
<i>Cercis occidentalis</i>	Western redbud	3	x	x	D	15-25 x 10-25	25-30	18-24	S-P	L	L	C,L,S	L	5	M-F	0.1%	Often multi-trunk. Magenta flowers, seed pods. Yellow fall color. Rounded leaves.	
<i>Eriobotrya deflexa</i>	Bronze loquat	3	x		E	25-30 x 25-30	25-30	18-24	S-P	M	M	C,L,S	L	3	F	0.3%	White fragrant flowers Dec.-March. 5/8" non-edible fruit. Best with moist soil.	
<i>Lagerstroemia indica</i> and cultivars	Crape myrtle	3	x		D	25 x 25	25-30	18-21	S	M	M	C,L,S	L	5	M	6.9%	Orange fall color. Indian cultivars resist mildew, zones 22-24. Many flower colors.	
<i>Rhaphiolepis x 'Mantic'</i>	Majestic Beauty Indian hawthorne	3	x		E	15-25 x 8-10	15-20	18-24	S-P	M	M	WD C,L,S	L	4	M	0.2%	A large shrub with pink flowers. Issues of fire blight, aphids and root rot.	
<i>Chionanthus retusus</i>	Chinese fringe tree	3			D	20 x 20	25-30	18-24	S	M	M	C,L	L	1 f 10 m	M	0.1%	White, fringe flowers June - July. Males, larger flowers. Yellow fall color.	
<i>Melaleuca citrina</i> (<i>Callistemon citrinus</i>)	Lemon bottle brush	3			E	25 x 20	25	18-24	S-P	L	L	C,L,S	L	9	F	0.8%	Red flowers attract humminbirds. Lemon-scented leaves.	
<i>Photinia x fraseri</i>	Photinia, Fraser's photinia	3			E	10-15 x 12-20	25-30	18-24	S	M	M	C,L,S	L	4	M-F	0%	White spring flowers. Red new leaves. No berries. Susceptible to aphids.	
<i>Tristaniopsis (Tristania) laurina</i>	Swamp myrtle, water gum	3			E	20-35 x 15-30	20-25	19-24	S-P	M	M	C,L,S	L	5	S	0.4%	Slow grower. Yellow flowers. Narrow leaves. Shaggy bark. Prefers moist soil.	

Scientific Name	Common Name	Parkway Size (feet)	SCE Approved Tree	California Native	Evergreen, Deciduous, Semi	Height x Width (feet)	Spacing (feet)	Sunset Climate Zone	Sun	Water - LA Basin	Water - Valley/ Inland	Soil	Root Damage Potential	Allergy Potential (Low 1- High 10)	Growth Rate	Existing Percentage In Urban Forest	Notes	Vacant Planting Sites
<i>Bauhinia x blakeana</i>	Hong Kong orchid tree	4			S	20-40 x 20-25	20	19,21 23,24	S-P	M	M	WD L,S	L	4	S-M	0%	Fragrant 5-6" pink flowers in bloom fall to spring! No fruit. Butterfly-shaped leaves.	117
<i>Bauhinia variegata 'Candida'</i>	White orchid tree	4			S	20-25 x 15-20	25-30	18-24	S-P	M	M	L,S	L	4	S-M	0%	Semi-deciduous mid-winter. White, lightly fragrant flowers Jan. - April.	
<i>x Chitalpa tashkentensis</i>	Chitalpa	4			D	20-35 x 20-30	25-30	18-24	S-P	L	L	L,S	L	6	F	0.1%	Large pink trumpet flowers. Stake for a few years. Aphids on new growth.	
<i>Lyonothamnus floribundus ssp. asplenifolius</i>	Santa Cruz Island Ironwood, Catalina	4		x	E	30-60 x 20-40	30-35	19-24	S-P	L	L	WD L,S	M	4	M	0%	Red, peeling bark. White flowers. Needs excellent drainage. Great near the coast.	
<i>Melaleuca saligna (Callistemon salignus)</i>	White bottle brush	4			E	25 x 15	25-30	18-24	S-P	L	?	C,L,S	L	9	F	0%	Peeling bark. Cream flowers attract hummingbirds. Dense canopy.	
<i>Parkinsonia 'Desert Museum'</i>	Desert Museum palo verde	4		x	D	30 x 30	25-30	18-24	S	VL	L	WD L,S	L	6	F	0%	Yellow flowers attract bees. Light airy canopy cover and smooth green bark.	
<i>Podocarpus henkelii</i>	Long leaf yellow wood	4			E	25-50 x 15-20	25	18-24	S-P	M	M	WD C,L,S	L	1f 9 m	S-F	0%	Long, drooping linear leaves. Separate male and female trees. Red flaky bark.	
<i>Podocarpus macrophyllus</i>	Yew pine	4			E	20-50 x 15-40	25-30	18-24	P	M	M	C,L,S	L	1f 9 m	M	0.1%	Like <i>Afrocarpus falcatus</i> , but wider, longer leaves held upright. Red edible fruits.	
<i>Prunus illicifolia ssp. lyoni</i>	Catalina cherry	4		x	E	25-35 x 20-30	30-35	18-24	S-P	VL	VL	C,L,S	L	6	M	0%	White spring flowers. Edible fruit can be a litter issue.	

Scientific Name	Common Name	Parkway Size (feet)	SCE Approved Tree	California Native	Evergreen, Deciduous, Semi	Height x Width (feet)	Spacing (feet)	Sunset Climate Zone	Sun	Water - LA Basin	Water - Valley/ Inland	Soil	Root Damage Potential	Allergy Potential (Low 1 - High 10)	Growth Rate	Existing Percentage in Urban Forest	Notes	Vacant Planting Sites
<i>Arbutus 'Marina'</i>	Marina strawberry tree	5	x		E	25-40 x 25-40	35-40	18-24	S-P	L	M	C,L,S	L	3	S-M	0%	Red peeling bark. Red 1" round, edible fruit. White-pink bell-shaped flowers.	1327
<i>Handroanthus impetiginosus (Tabebuia impetiginosa)</i>	Pink trumpet tree	5	x		D	30-50 x 30-40	30-35	20-24	S	M	M	WD C,L,S	M	5	S-M	0.2%	Pink trumpet flowers in late winter/early spring before the leaves.	
<i>Agonis flexuosa</i>	Peppermint tree	5			E	25-35 x 15-40	35-40	20-24	S-P	L	L	C,L,S	M	6	M-F	0.1%	Weeping branches. 6" Peppermint scented leaves. White flowers in June.	
<i>Bauhinia variegata (Bauhinia purpurea)</i>	Purple orchid tree	5			S	20-35 x 15-20	25-30	18-24	S-P	M	M	WD L,S	L	4	S-M	0.3%	Semi-deciduous mid-winter. Lightly fragrant purple/pink flowers Jan. - April.	
<i>Celtis reticulata (C. laevigata var. reticulata)</i>	Western hackberry, netleaf hackberry	5			D	25-35 x 25-30	25-30	18-24	S	L	VL	L,S	L	8	M	0%	Needs lots of water to establish. Birds love fruits. Best in climate zones 18-21.	
<i>Fraxinus angustifolia (oxycarpa) 'Raywood'</i>	Raywood ash	5			D	35-50 x 20-30	30-35	18-24	S-P	M	M	C,L,S	M	1	M	0%	Seedless and smog tolerant. Purple-red fall color. Small leaflets give refined look.	
<i>Geijera parviflora</i>	Australian willow	5			E	40 x 25	30-35	18-24	S	L	M	WD C,L,S	L	6	M-F	4.3%	Low maintenance. Deep roots. Pest-free. Drooping, willow-like, thick leaves.	
<i>Ginkgo biloba (Male only)</i>	Ginkgo, maidenhair tree	5			D	35-80 x 20-60	30-35	18-24	S-P	M	M	C,L,S	M	7	S-M	0%	Smog tolerant. Summer water till 10-20' tall. Yellow fall color. Long-lived.	
<i>Laurus nobilis</i>	Wweet bay	5			E	40 x 30	25-30	18-24	S-P	L	L	C,L,S	M	2 f 9 m	S-M	0.1%	Culinary. Multi-trunk. Scale, psyllids. 'Saratoga' -25' single trunk, psyllid-resist.	
<i>Lophostemon confertus (Tristania conferta)</i>	Brisbane box	5			E	30-45 x 20-40	30-35	19-24	S-P	M	M	C,L,S	M	5	M-F	6.6%	Red, peeling bark. White flowers. Not for windy areas. Smog tolerant.	
<i>Macadamia integrifolia</i>	Smoothshell macadamia	5			E	25-30 x 15-20	30-35	19-24	S	M	M	L,S	M	3	M	0%	White pendulous flowers. Edible nuts late fall to May. Best near the coast.	
<i>Metaleuca linariifolia</i>	Flaxleaf paperbark	5			E	30 x 30	30-35	18-23	S-P	L	L	C,L,S	L	7	F	0.1%	White flaky bark. Small white summer flowers. Small, narrow leaves.	
<i>Metaleuca styphelioides</i>	Prickly paperbark	5			E	20-45 x 20-35	25	18-24	S-P	L	M	C,L,S	L	9	F	0%	Spongy tan to brown peeling bark. White spring flowers. Stiff prickly tipped leaves.	
<i>Metaleuca viminalis (Callistemon viminalis)</i>	Weeping bottle brush	5			E	25 x 20	25-30	14-24	S-P	L	M	C,L,S	L	9	F	0.1%	Red flowers attract butterflies and hummingbirds. Pendulous branches.	
<i>Metrosideros excelsus</i>	New Zealand Christmas tree	5			E	30 x 30	25-30	20-24	S-P	M	M	L,S	M	6	S	0%	Red flowers May-July. White leaf underside. Aerial roots. Smog tolerant.	
<i>Pistacia chinensis</i>	Chinese pistache	5			D	60 x 50	35-40	18-23	S	M	M	WD C,L,S	L	1 f 8 m	M	0.4%	Scarlet & orange fall color. Round 1" to 1 1/2" fruit is red, then blue.	
<i>Searsia (Rhus) lancea</i>	African sumac	5			E	30 x 30	30-35	18-24	S-P	L	L	C,L,S	L	7 f 10 m	M	0%	Rough cinnamon bark. Heat/wind tolerant. Suckers in youth. No pests.	

Scientific Name	Common Name	Parkway Size (feet)	SCE Approved Tree	California Native	Evergreen, Deciduous, Semi	Height x Width (feet)	Spacing (feet)	Sunset Climate Zone	Sun	Water - LA Basin	Water - Valley /Inland	Soil	Root Damage Potential	Allergy Potential (Low 1 - High 10)	Growth Rate	Existing Percentage in Urban Forest	Notes	Vacant Planting Sites
<i>Chiloplois linearis</i>	Desert willow	6	x	x	D	15-40 x 15-40	30-35	18-23	S	VL	L	WD L,S	L	5	M-F	0%	Long-blooming fragrant, pink trumpet flowers. Attracts hummingbirds.	837
<i>Jacaranda mimosifolia</i>	Jacaranda	6	x		D to S	25-40 x 25-40	35-40	18-24	S	M	M	L,S	L	4	M	2.2%	Purple flowers April - Sept. Lots of leaf/flower litter. Poor bloom at coast.	
<i>Melaleuca (quinquenervia) viridiiflora var. rubriflora</i>	Cajeput tree	6			E	20-40 x 15-30	30-35	20-24	S-P	L	M	C,L,S	L	7	M	0.5%	White, spongy peeling bark. Summer-fall white flowers. Weeping habit.	
<i>Pinus canariensis</i>	Canary Island pine	7			E	65-80 x 30-40	35-40	18-24	S-P	L	M	L,S	M	4	F	10.0%	Smog tolerant. Tall narrow pine. 9"-12" weeping needles. 4"-9" cones.	
<i>Afrocarpos falcatus</i> (<i>Pedocarpus gracilior</i>)	African fern pine, fern pine	8			E	60 x 45	30-35	18-24	S-P	M	M	C,L,S	L	1 f 9 m	S-M	4.4%	1"-2"narrow leaves, very little leaf litter. Pest/disease-free. Lawn watering ok.	
<i>Calocedrus decurrens</i>	Incense cedar	8		x	E	75-90 x 40	30-35	18-24	S-P	M	M	C,L,S	M	8	S-M	0.1%	Columnar conifer. Fragrant leaves. Tolerant of heat and poor soils.	
<i>Pinus brutia</i> var. <i>eldarica</i>	Eldarica pine, Afghan pine, Mondell pine	8			E	65 x 30	35-40	18-24	S-P	VL	L	C,L,S	M	4	F	0%	5"-6" dark green needles. For desert or coast."Christmas tree" shape.	
<i>Pinus halepensis</i>	Aleppo pine	8			E	30-65 x 45	35-40	18-24	S-P	L	L	C,L,S	M	4	M-F	0.7%	Light green, 2½-4" soft needles. Poor soil and heat ok. Susceptible to mites.	
<i>Pinus patula</i>	Jelecote pine, Mexican weeping pine	8			E	40-80 x 30-50	35-40	18-24	S-P	M	M	L,S	M	4	F-VF	0%	Graceful, weeping 12" needles. Can become chlorotic. Great at the coast.	
<i>Olea europaea</i>	Olive (fruitless only)	6-8			E	30 x 30	25-30	18-24	S	L	L	WD C,L,S	M	10	M	0.2%	Grey-green linear leaves. Round to vase-shaped canopy. Swan Hill = no pollen.	
<i>Quillaja saponaria</i>	Soabark tree	6-8			E	25-60 x 10-35	30-35	18-24	S-P	L	?	WD C,L,S	L	4	S	0%	White flowers, better with water. Bark is toxic if eaten. Weeping branches.	
<i>Umbellularia californica</i>	California bay laurel, California laurel	6-8		x	E	25-75 x 20-60	35-40	18-24	P-Sh	L	M	C,L,S	M	8	S-M	0.4%	Strong scented leaves ok for cooking. Moreshade/water needed inland.	

Scientific Name	Common Name	Parkway Size (feet)	SCE Approved Tree	California Native	Evergreen, Deciduous, Semi	Height x Width (feet)	Spacing (feet)	Sunset Climate Zone	Sun	Water - LA Basin	Water - Valley/ Inland	Soil	Root Damage Potential	Allergy Potential (Low 1 - High 10)	Growth Rate	Existing Percentage in Urban Forest	Notes	Vacant Planting Sites
<i>Araucaria heterophylla</i> (<i>Araucaria excelsa</i>)	Norfolk Island pine, star pine	8+			E	100 x 60	30-35	21-24	S-P	M	M	C,L,S	M	8	M	0.1%	Not a pine. Large and symmetrical. Cones fall apart as they mature.	749
<i>Cedrus atlantica</i>	Blue Atlas cedar	8+			E	40-60 x 30-40	35-40	18-23	S-P	M	M	C,L,S	M	2	S-M	0.2%	Conifer. Stiff branches; short 2/5 to 1" stiff needles. 'Glauca' is a blue cultivar.	
<i>Cedrus deodara</i>	Deodar cedar	8+			E	60-80 x 30-50	35-40	18-24	S-P	L	M	C,L,S	M	1f, 3b 5m	F	0.1%	Conifer. Soft 1-2" needles. Drooping leader, low sweeping branches.	
<i>Cedrus libani</i>	Cedar of Lebanon	8+			E	60-80 x 30-50	35-40	18-24	S-P	L	M	C,L,S	L	2	S	0%	Conifer. Irregular crown with long branches and short 1/4 - 1 1/4" needles.	
<i>Cinnamomum camphora</i>	Camphor	8+			E	50 x 60	35-40	18-24	S-P	M	M	WD C,L,S	H	8	M	3.1%	Camphor scented leaves. Massive tree. Susceptible to Fusarium dieback.	
<i>Pinus pinea</i>	Italian stone pine	8+			E	40-80 x 30-50	35-40	18-24	S-P	L	L	L,S	M	4	M-F	0.2%	Massive, broad-canopied tree. Great at the coast/valleys. Edible pine nuts.	
<i>Quercus agrifolia</i>	Coast live oak	8+		x	E	20-70 x 30-85	35-40	18-24	S-P	VL	L	WD C,L,S	M-H	9	M	0.6%	No lawn watering. The most widely used oak for southern CA.	
<i>Tipuana tipu</i>	Tipu	8+			S	50 x 50	35-40	18-24	S-P	L	M	C,L,S	M	3	M-F	0.6%	Yellow-orange flowers June-July. Fast. Early pruning needed. Best with heat.	
<i>Pinus torreyana</i>	Torrey pine	10		x	E	40-60 x 15-30	35-40	18-24	S-P	L	M	C,L,S	M	4	F	0%	8" - 13" dark gray-green needles. Open habit. OK coastal or high desert.	

Best Management Practices

Planting

Tree planting species selection and location should conform to the street tree palette and the street tree map included in this plan.

Materials: All trees should be at least 24" box size, or 15 gallon for grant funded projects, at time of planting. Trees may be staked with 2 in diameter untreated wood stakes with no cross braces. Tree ties should be tied in a figure eight to support the tree to the stakes. Mulch (untreated, 0.5 in to 1 in size) should be applied to an area two times the diameter of the root ball with 2 in to 4 in depth. Linear root control barriers may be used for trees planted along the sidewalk, on the sidewalk facing side only. Root control barriers that encircle the tree should not be used. Mower guards should be used for trees surrounded by turf that requires regular mowing. Tree grates should be installed at grade where the sidewalk is less than 8 ft to reduce the risk of tripping.

Site Preparation: All debris, wood chips, pavement, concrete and rocks should be removed from the planting pit to a depth in line with the size of the root ball. In sites with turf grass, the turf must be kept at least one foot from the tree. In sites with unsuitable soils to facilitate healthy tree growth, alternative soils may need to be approved.

Planting: Dig a flat bottomed hole as deep as the root ball and two to three times the width. Remove the tree from the container and cut away any circling roots. Fill the hole with the original soil (unless alternative soils have been deemed necessary), gently packing and applying water throughout. Remove the nursery stakes and install stakes at the edges of the root ball, driven 2 ft into the ground and secured to the tree with two tree ties in a figure eight. Build a watering berm out of mulch 3 to 4 inches high at the edge of the root ball in areas without irrigation. Mulch around the root ball, staying at least 6 inches away from the trunk. Fill the berm with 15 to 20 gallons of water.

Inspections

Inspections should be performed every four years as part of the regular grid- pruning cycle. These regular inspections should be Level 1: Limited Visual Assessments according to ISA standards. This level of assessment is conducted to identify high and extreme risk trees. Some elements that should be inspected in a routine Level 1 inspection include:

- Leaning Trees
- Root problems
- Multiple Trunks
- Decay
- Cracks in trunks or branches
- Weak, Broken or dead branches
- Pests

Trees that are flagged as high or extreme risk may be recommended for a follow- up Level 2: Basic Assessment and/or Level 3: Advanced Assessment inspection. A Level 2 inspection includes a more detailed account of tree condition including site factors, tree health, load factors, tree defects, and risk categorizations. Level 3 inspections are used to understand conditions of a tree that can not be identified visually through specialized tests and is typically reserved only for high-value trees.

Pruning

Pruning should be conducted routinely as part of the 5-year grid trimming cycle, as well as between prunings as deemed necessary by inspection to mitigate tree risk or improve tree structure. The appropriate type of pruning based on the tree and intended goal should be employed in each situation. Trees should ideally be pruned during the fall and winter months. There are seven accepted methods of pruning trees, listed below. Each method is described in depth in the ANSI 3000 (Part 1) Pruning and ISA Best Management Practices Pruning standards (see Resources chapter for more information).

Permitted Actions:

- Structural Pruning: Pruning for your trees
- Crown Cleaning: Recommended pruning for mature trees to remove dead, diseased and broken branches only
- Crown Thinning: Reducing crown density by removing no more than 25% of live foliage
- Crown Raising: Creating vertical clearance by selective removal of low branches
- Crown Restoration: Removal of branches, sprouts and stubs from topped trees
- Crown Reduction: Decreasing the height and spread of a tree
- Utility Pruning: Reducing growth near utility lines

Prohibited Actions:

- Excessive Pruning
- Topping
- Actions that could lead to the death of tree including cutting pooning, over-watering, unauthorized relocation of a tree, or structurally modifying the ground within the dripline area of the tree

Removal

Public trees should only be removed when there is a demonstrated need in line with local policy. Demonstrated needs may include death of the tree, presence of pests, excessive risk or damage posed by the tree, or an undesirable species (e.g. palm trees). Public trees should not be removed for litter, personal preference, or conflicts that may be solved through other feasible means.

Trees that are removed must be done so in a way that mitigates damage to neighboring trees. This includes considering if tree branches are intertwined and if roots are intertwined when removing stumps. Stumps should be removed by grinding the stump and the roots to at least 24 inches and removed.

Wood Recycling

Wood from removed public trees should be repurposed for their highest and best use including habitat, art, durable products, or lumber. Wood not able to be repurposed should be converted into biomass such as mulch, compost, or feedstock. City capital projects should consider the use of urban wood to create a market for reclaimed lumber. More information on recommended urban wood uses and standards is available from the Urban, Salvaged or Reclaimed Woods Network.

Resources

Detailed best management practices can be found in the ANSI 3000 standards which are industry consensus standards developed by the Tree Care Industry Association. Additionally, the International Society of Arborists publishes Best Management Practices manuals with industry standard guidance.



The Tree Care Industry Association and the International Society of Arboriculture publish industry standard tree care resources

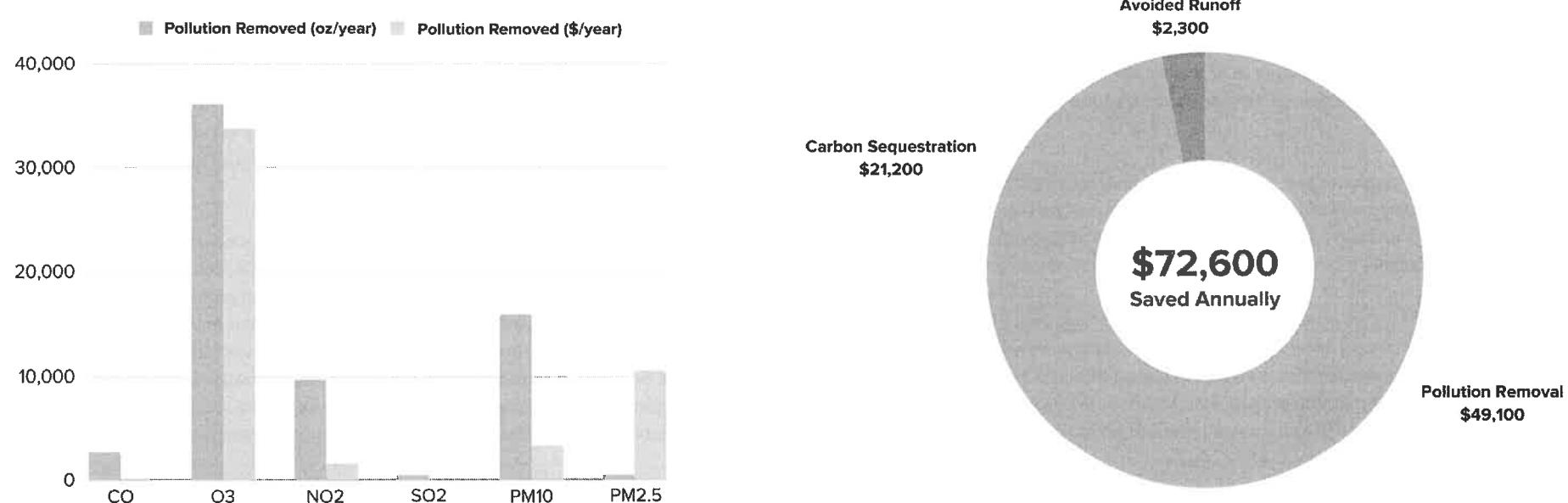
Quantified Ecosystem Services

Certain benefits of the urban forest can be quantified as both metrics and economic value. i-Tree Eco is an industry standard tool that uses tree inventory data to calculate ecosystem services and value to the community. i-Tree uses standard measures of ecosystem services, as well as a standard dollar value for these services and applies them to the urban forest based on the size and species of trees. Species and DBH are required variables, while several supplementary variables are available to provide additional information for the calculation. Based on the information available in the public tree inventory, species and DBH were used as inputs for the analysis. The results are a reflection of the inventory as a whole and does not account for or assess the distribution of trees throughout the community.

i-Tree quantifies the annual benefits of carbon sequestration, pollution removal, and avoided runoff. Together, these contribute to the overall "functional value" of the urban forest in Huntington Park, which is estimated at \$72,600 per year. Among these services, pollution removal is the most economically valuable, generating an annual value of \$49,100 and removing approximately 2 tons of pollutants per year. Carbon sequestration contributes an estimated value of \$21,200 in annual savings, with a gross annual sequestration of approximately 125 tons. Additionally, avoided runoff adds an additional estimated value of \$2,300 in annual savings, preventing the runoff of approximately 260 thousand gallons of water per year. Strategies to improve pollution removal by the urban forest include increasing the number of healthy trees, sustaining large trees, and using long-lived, low maintenance trees.

In addition, i-Tree provides an assessment of the replacement value associated with the urban forest, indicating the cost of replacing each tree with a comparable one. The estimated replacement value for Huntington Park's urban forest stands at \$23.6 million. This significant figure underscores the significance of preserving the current urban forest and preventing the need for tree replacement. It also highlights the value of nurturing mature trees, as they are more costly to replace and offer greater benefits compared to their younger counterparts.

While not all benefits provided by the tree canopy can be quantified, they still hold significant value for the community. The economic estimation of these benefits is an understatement, as it fails to consider the social value attributed to trees.



ITEM 8

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



August 15, 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 EXECUTE AN INTERAGENCY
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON
PARK AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY AS THE ADMINISTRATOR OF THE REGIONAL INTEGRATION OF
INTELLIGENT TRANSPORTATION SYSTEMS**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Accept the terms of the Memorandum of Understanding (MOU) (Attachment 1) between the Los Angeles County Metropolitan Transportation Authority (Metro) as the Administrator of the Regional Integration of Intelligent Transportation Systems (RIITS); and
2. Authorize the City Manager to sign and execute the MOU.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Metro devised the Countywide Signal Priority (CSP) and Expansion NextGen Project (NextGen) network that deploys Bus Signal Priority (BSP) systems throughout various transportation corridors. BSP systems utilize special technologies, hardware, and software developed, tested, and placed into the operations of Metro's CSP Standard. CSP Compliant Systems.

Metro's goals are to implement a countywide network interconnecting public agencies for the exchange of transportation-related information to facilitate coordinated transportation system management. Traffic signal controller hardware modifications are necessary to implement the system. The modifications include upgrading signal controller equipment and signal controller software and firmware and adding BSP signal timing parameters. Each of the modifications is necessary to provide full BSP system implementation at each intersection. Recommendation include Metro upgrading the existing 170 controllers running with LACO-4E software to Type 2070 controllers running with the latest D4

**CONSIDERATION AND APPROVAL TO EXECUTE AN INTERAGENCY
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON
PARK AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY AS THE ADMINISTRATOR OF THE REGIONAL INTEGRATION OF
INTELLIGENT TRANSPORTATION SYSTEMS**

August 15, 2023

Page 2 of 3

controller software. This upgrade provides the latest BSP functionalities and reduces the number of BSP equipment at every intersection and minimizes future Operation and Maintenance activities at City owned and maintained intersections.

NextGen CSP expands into the following corridors within Huntington Park:

- Pacific Boulevard, from Florence Avenue to 55th Street
- Florence Avenue, from Pacific Boulevard to Salt Lake Avenue
- Slauson Avenue, from Alameda Street to Bickett Street

The project upgrades existing equipment and implement new CSP corridors to support Metro Lines 60, 108, and 111.

LEGAL REQUIREMENT

This MOU is an agreement between Metro and the City and it expresses the convergence of the legal commitment to support Metro's vision to improve mobility throughout its public transit network. Execution of this MOU grants the City membership into the Configuration Management Committee that oversees RIITS. Metro and the City had previously executed an MOU on June 19, 2006 (Attachment 2) as the predecessor of this program.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the execution of the MOU

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN

**CONSIDERATION AND APPROVAL TO EXECUTE AN INTERAGENCY
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON
PARK AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY AS THE ADMINISTRATOR OF THE REGIONAL INTEGRATION OF
INTELLIGENT TRANSPORTATION SYSTEMS**

August 15, 2023

Page 3 of 3

Director of Public Works

ATTACHMENT(S)

1. RIITS MOU
2. MOU Executed in 2006

ATTACHMENT “A”

COUNTYWIDE SIGNAL PRIORITY ATTACHMENT

1. PARTICIPATION BY MEMBERS

- 1.1 This Countywide Signal Priority (“CSP”) Attachment to the Interagency Memorandum of Understanding between Los Angeles County Metropolitan Transportation Authority (“LACMTA”), in its capacity as the Administrator of the Regional Integration of Intelligent Transportation Systems (“RIITS”) and Huntington Park sets forth the terms and conditions for participation by the Member in Countywide Signal Priority.
- 1.2 The Parties shall determine where CSP equipment and software will be installed within the Member’s jurisdiction as RIITS infrastructure. LACMTA on behalf of RIITS may install CSP infrastructure within Member’s jurisdiction. The Parties will mutually cooperate to promptly resolve any technical or institutional issues, including those during design, implementation, operation, and maintenance of CSP.
- 1.3 By participating in CSP, the Member authorizes RIITS to make certain changes or improvements to the Member’s traffic control equipment at targeted intersections.
- 1.4 Notwithstanding any provision to the contrary, whether expressly or by implication, the Member has and retains the sole responsibility for the operation and maintenance of its traffic control system.
- 1.5 LACMTA has deployed, or will be deploying, its bus service through certain corridors in the Member’s jurisdiction. A component of the bus program is to provide signal priority for buses at signalized intersections along the bus route. LACMTA uses CSP technologies to implement and maintain the signal-priority function of the bus service.
- 1.6 The Member acknowledges and agrees that CSP was prepared in accordance with state and federal signal safety requirements, and the implementation of CSP does not adversely affect or alter the safety parameters of the local traffic control system.

2. MEMBER RESPONSIBILITIES

The Member hereby agrees, in no particular order, to each and every of the following:

- 2.1 Member shall provide or make available existing traffic signal plans for targeted intersections to RIITS;
- 2.2 Member shall provide coordination support during the design, installation, and test of all CSP elements. Such support may include, without limitation, timely review of design, access to necessary equipment for installation, providing timely inspections and approvals, and making staff available on an as-needed basis;

Each Party agrees that electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below.

Los Angeles County Metropolitan
Transportation Authority, in its
capacity as the duly authorized
RIITS Administrator

City of Huntington Park

STEPHANIE N. WIGGINS
CHIEF EXECUTIVE OFFICER

By:

Steven Gota
Executive Officer

Date

Ricardo Reyes
City Manager

Date

- 2.3. Member shall work with RIITS to make space available for the installation of CSP equipment within traffic controller cabinets and on traffic signal poles and mast arms as necessary;
- 2.4. Member shall issue all required permits at no cost to LACMTA on behalf of RIITS or its contractors for all work directly related to the installation of CSP;
- 2.5. Member shall assist with the installation of any updated traffic signal control programs required for CSP operations. Further, the Member shall remain responsible for entering the signal timing, including CSP parameters, and for other tasks directly related to day-to-day traffic signal operations;
- 2.6. Member hereby authorizes RIITS to obtain the applicable traffic signal control firmware for the Member in order to operate CSP;
- 2.7. Member retains the exclusive ownership and control over all traffic signal control equipment. Other than the CSP and related equipment, the Member shall also retain exclusive ownership and control over the equipment, firmware, software and improvements that RIITS makes to the Member's traffic signal control operations;
- 2.8. Member shall support the deployment of CSP and will cooperate with RIITS to successfully install signal priority within Member's jurisdiction;
- 2.9. Member shall provide, at its own cost and expense, operational infrastructure within Member's jurisdiction that allows CSP to operate normally;
- 2.10. Member shall promptly notify the CSP Program Manager whenever RIITS infrastructure is disconnected during the normal course of traffic signal control operations and maintenance or otherwise;
- 2.11. Member shall notify the CSP Program Manager immediately if RIITS infrastructure is damaged or removed. Member will retain any and all removed equipment, including hardware, parts, etc., for return to RIITS;
- 2.12. Member retains the responsibility for the operations and maintenance of its traffic control system, including those intersections receiving upgrades. Nothing in this Countywide Signal Priority Attachment is intended to change or be construed to change the Member's responsibilities in operating and maintaining its traffic control system, including, without limitation, traffic timing/signal issues at the Member's intersections;
- 2.13. Member reserves the right to disconnect CSP hardware as deemed necessary as part of normal traffic signal control operations and maintenance;
- 2.14. Member shall promptly notify CSP Program Manager if CSP hardware is disconnected during the normal course of traffic signal control operations and maintenance; and

2.15. Member hereby appoints and designates the following individual to serve as the principal point of contact for the Member for purposes of CSP:

2.15.1. CSP Contact Name

Name: City of Huntington Park
Contact Name: Mr. Cesar Roldan
Title: Director of Public Works
Address: 6550 Miles Avenue
Huntington Park, CA 90255
Telephone: (323) 584-6320
Email: croldan@hpc.ca.gov

3. ADMINISTRATOR RESPONSIBILITIES

Subject to and upon approval from the RIITS Configuration Management Committee, and in no particular order, RIITS shall perform as follows:

- 3.1. RIITS shall work closely with Member to ensure that the deployment of signal priority does not impact traffic conditions or increase normal operations and maintenance requirements at signal prioritized intersections;
- 3.2. Work with Member to develop appropriate signal priority implementation strategies acceptable to both Parties. The Parties understand and agree that the Member is ultimately responsible for the traffic signal timing sheets that control all intersections;
- 3.3. At RIITS' sole cost and expense, RIITS shall procure, test, and in coordination with the Member, integrate and install all elements necessary to implement CSP at each targeted intersection, and shall not install CSP equipment until RIITS has received Member's approval;
- 3.4. In furtherance of 2.4 above, RIITS and/or its contractors shall obtain from Member all necessary permits and coordinate with the Member prior to commencing fieldwork;
- 3.5. RIITS has and shall retain the exclusive ownership and control over CSP and related equipment; and
- 3.6. Coordinate all operations and maintenance directly attributable to the signal priority deployment with the Member.

4. CSP PROGRAM MANAGER

The CSP Program Manager is the designated and primary point-of-contact for any and all CSP technical and administrative matters. Their contact information is below.

4.1. CSP Program Manager Contact

Agency Name: Los Angeles County Metropolitan Transportation Authority
Contact Name: Mrs. Eva Moon
Title: CSP Program Manager
Address: 1 Gateway Plaza
Los Angeles, CA 90012
Telephone: (213) 418-3285
Email: panmoone@metro.net

END OF COUNTYWIDE SIGNAL PRIORITY ATTACHMENT

INTERAGENCY MEMORANDUM OF UNDERSTANDING

between

Los Angeles County Metropolitan Transportation Authority, in its capacity as the Administrator of the Regional Integration of Intelligent Transportation Systems ("RIITS"), located at 1 Gateway Plaza, Los Angeles, California 90012

and

City of Huntington Park ("Huntington Park"), located at 6550 Miles Avenue, Huntington Park, CA 90255

This Interagency Memorandum of Understanding (the "Agreement") between the Los Angeles County Metropolitan Transportation Administration in its capacity as the RIITS Administrator ("Administrator") and Huntington Park sets forth the obligations and rights of membership in the Configuration Management Committee that oversees RIITS. Administrator and Huntington Park may be referred to individually as a "Party" and collectively as "Parties". This is a no cost Agreement. Neither Party shall incur any cost from the other or charge for anything related to this Agreement. This Agreement will be effective on the last date of signatures below (the "Effective Date").

RECITALS

WHEREAS, on or about April 15, 2004, the State of California, Department of Transportation for District 7 ("Caltrans"), the City of Los Angeles, Department of Transportation ("LADOT"), and the Los Angeles County Metropolitan Transportation Administration ("LACMTA") entered into an interagency memorandum of understanding (the "RIITS MOU") to establish the Regional Integration of Intelligent Transportation Systems ("RIITS") for the purpose of exchanging infrastructure and operational resources, including, but not limited to, near real time traffic, transit, video, and other data relating to all modes of transportation;

WHEREAS, on or about December 1, 2004, LACMTA, Caltrans, and LADOT entered into Amendment No. 1 to the RIITS MOU to:

- name LACMTA as the Administrator and delegate authority to LACMTA to administer, maintain, operate, manage and monitor RIITS access, codify system changes, process Member, Associate, and User agreements, and enforce the terms and conditions of the processed agreements; and
- establish a Configuration Management Committee ("CM Committee") to oversee RIITS;

WHEREAS, the CM Committee adopted bylaws (the "Bylaws") to establish among other things, rules of membership, roles and responsibilities of Members and officers of the CM

Committee, and the voting process by which the CM Committee may take action as the governing body of RIITS;

WHEREAS, to participate in RIITS, each Member and/or Associate must first enter into an Interagency Memorandum of Understanding substantially similar to this Agreement and authorize the Administrator to exchange data through RIITS;

WHEREAS, on April 14, 2023, the CMC voted and approved Huntington Park to join the CM Committee as a voting Member on the condition that Huntington Park exchanges Information through RIITS;

WHEREAS, Huntington Park desires to join the CM Committee as a voting Member and exchange Information through RIITS infrastructure and operational resources; and

WHEREAS, Huntington Park agrees to share operational and infrastructure resources for Countywide Signal Priority ("CSP");

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

- 1.1. "Information" means any and all data, records, materials, including specifically but not limited to near or real time traffic, transit, video, and other data relating to all modes of transportation. As defined herein below, a subset of Information is RIITS Data, and a subset of RIITS Data is Transportation Data.
- 1.2. "Interagency Memorandum of Understanding" means an agreement entered into between Administrator and a public agency setting forth the terms and conditions of the agency's membership in the CM Committee.
- 1.3. "Member" or "Members" means any entity that has been approved by the CM Committee to be a voting member of the CM Committee and has entered into an Interagency Memorandum of Understanding.
- 1.4. "Associate" or "Associates" means any entity that has been approved by the CM Committee to be a non-voting member of the CM Committee and has entered into an Interagency Memorandum of Understanding.
- 1.5. "Users" means non-members that have access to Transportation Data Members and Associates authorize Administrator to make available.
- 1.6. "RIITS Data" means Information available through RIITS and any other data that RIITS Administrator makes available under this Agreement during the Term from sources of data supplied through RIITS, including, but not limited to, data provided via Members' and Associate's infrastructure and operational resources. Members and Associates may have login access to RIITS Data and access to operational and infrastructure resources that may not be available to Users or the general public.

1.7. "Transportation Data" means a subset of the RIITS Data that the Member which is the source of the Information authorizes to be incorporated into the public facing section of www.riits.net, shared or exchanged with Users, and that may be included in the public facing applications of Members, Associates, and Users.

2. MEMBERSHIP

- 2.1. Upon execution of this Agreement by both Parties, Huntington Park will become a Member.
- 2.2. As a Member, Huntington Park agrees to abide by and uphold the Bylaws and jointly with other Members, develop, review, and approve additional Bylaws, guidelines, protocols, terms and conditions, agreements, memorandum of understandings between and for Members, Associates, and Users and/or licensees. To the extent a conflict may arise between this Agreement and the Bylaws, the Bylaws shall govern.
- 2.3. Huntington Park understands that Information accessed via RIITS is to be used for transportation related system management purposes only. RIITS Data shall only be used to provide general information about transportation and to assist Members and Associates in transportation management operations. RIITS Data shall not be used for any non-transportation related system management purposes, including but not limited to, law enforcement, except law enforcement and emergency management agencies may use the RIITS Data for the purpose of situational awareness, tactical planning, infrastructure protection, or incident response. RIITS Data shall not be recorded in any manner without the prior approval of the source of the RIITS Data.
- 2.4. Members may exchange Information per this Agreement. Members may choose to add or remove infrastructure and operational resources, including Information exchanged through RIITS by Member's written notice to Administrator. As a Member, Huntington Park may have access to Information and may use RIITS Data according to this Agreement. Huntington Park acknowledges and agrees that Members and Associates may access and use Information provided by Huntington Park as RIITS Data subject to this Agreement.
- 2.5. Huntington Park is responsible for the procurement, maintenance, and upgrade of its equipment required for transmitting, receiving, and displaying the RIITS Data.
- 2.6. Huntington Park may enter into third party contracts on behalf of RIITS to obtain and provide transportation and related data, service, or maintenance agreements for the benefit of Huntington Park and RIITS Members and Associates, with Administrator approval.
- 2.7. Member agrees to participate in CSP as more particularly set forth in the Countywide Signal Priority attachment, which is incorporated into and made part of this Agreement.

3. DISSEMINATION OF THE DATA

- 3.1. With the approval of the voting Members of the CM Committee and the execution of a written agreement, Transportation Data may be licensed to Users.
- 3.2. At any time, the source of Information may:
 - 3.2.1. Revoke the authority to use its Transportation Data in public facing applications and the public facing www.riits.net website.
 - 3.2.2. Revoke the authority to license its Transportation Data to Users.
 - 3.2.3. Cause the Administrator to remove from RIITS the RIITS Data it has provided.
- 3.3. Huntington Park shall prevent any unauthorized use of the RIITS Data by its personnel.
- 3.4. As between the Administrator and/or any and all Members and/or Associates, on the one side, and the Party providing its Information and access to operational and infrastructure resources, on the other, the Party providing Information and access to operational and infrastructure resources retains ownership and control of said Information and access to operational and infrastructure resources.

4. COMPENSATION

This is a no cost Agreement. Neither Party shall incur any cost from the other or charge for anything related to this Agreement. However, Members may enter into a separate written agreement for the provision of hardware, software, license, training, warranty, service, product, and other work provided by Members and Associates.

5. AMENDMENTS

No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

6. PUBLIC RECORDS ACT

- 6.1. Each Party understands and agrees that any and all Information is subject to the provisions of the California Public Records Act, California Government Code sections 6250, *et seq.* ("CPRA") and/or the Federal Freedom of Information Act, Title 5 USC 552 ("FOIA")
- 6.2. Administrator will not advise as to the nature or content of Information entitled to protection from disclosure under the CPRA or FOIA but will use best efforts to provide the source Party timely notification of any third-party request for disclosure.

- 6.3 The source Party shall timely (1) notify Administrator in writing whether and to the extent it objects to disclosure of Information and (2) seek the appropriate judicial relief under the CPRA or FOIA.
- 6.4 If the source Party does not timely notify Administrator of any objection to disclosure and obtain judicial instruction or relief, then Administrator may comply with the request to the extent required by the CPRA or FOIA.
- 6.5 In the event of any judicial proceeding or action concerning or seeking the disclosure of any Information, the source Party understands and agrees that Administrator's sole involvement will be as a custodial stakeholder to retain the Information until otherwise ordered by a court of competent jurisdiction. The source Party, at its sole expense and risk, shall be responsible for any and all fees for prosecuting or defending any proceeding or action concerning Information, and shall indemnify, defend, and hold Administrator harmless from all liability, including attorney's fees, costs, and expenses, in connection with any such proceeding or action.

7. CONFIDENTIALITY

- 7.1. Parties agree that for and during the entire term of the Agreement, all information, except Transportation Data, including, but not limited to data, figures, records, findings and the like received or generated by the Agreement and in the performance of the Agreement, shall be considered and kept private and confidential and shall not be divulged to any person, firm, corporation, or other entity, unless required by the California Public Records Act or any other applicable law.
- 7.2. Upon termination of the Agreement for any cause, Parties agree that they will continue to treat as private and confidential any information other than Transportation Data, including but not limited to, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, unless required by the California Public Records Act or any other applicable law.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. Neither Administrator nor any of the Members and Associates, nor any of their respective employees, officers, agents, or consultants makes any warranty, express or implied, with respect to infrastructure and operational resources, sources of data and Information, nor with respect to the accuracy, sufficiency or completeness thereof, nor with respect to any of the software or other systems provided by Administrator or any Member or Associate under this Agreement. RIITS is provided on an "as is" and "with all faults" basis, with Huntington Park using RIITS at its own risk.

- 8.2. Neither Administrator, Members, nor Associates make any representations or warranties, express or implied, that the RIITS Data will perform on Huntington Park's equipment. Further, Administrator makes no representations or warranties, express or implied, that RIITS Data will be suitable for the purposes for which it is permitted to be used under the terms of this Agreement. **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY WAIVED BY THE PARTIES.**
- 8.3. Huntington Park warrants that all work necessary to transmit its Information through RIITS has been completed. In the event of breach of this warranty, Huntington Park shall take the necessary actions to correct the breach and the consequences thereof, at Huntington Park's sole expense, in the most expeditious manner as permitted by existing circumstances. Upon notification from Administrator of Huntington Park's breach, if Huntington Park does not promptly take steps to correct the breach, Administrator may: 1) Correct the breach or cause others to do so upon written consent of Huntington Park. Administrator may require Huntington Park to reimburse Administrator for any work that is completed by Administrator or others to correct the breach; 2) disconnect Huntington Park from RIITS; or 3) terminate this Agreement and Huntington Park's Membership. The remedies described above are non-exclusive and Administrator's use of these remedies does not waive any other rights or remedies it may have at law or otherwise.

9. LIMITATION OF LIABILITY

- 9.1. Except for Indemnity obligations set forth in section 10, neither Huntington Park, Administrator, any Member, or any Associate, or any of their respective employees, officers, agents, or consultants shall be liable for any damages, claim or loss incurred by a Member or Associate (including without limitation, compensatory, incidental, indirect, special, consequential, or exemplary damages, lost profits, lost sales or business, expenditures, investments or commitments in connection with any business, or loss of goodwill) resulting from the RIITS Data or inability to use the provided RIITS Data irrespective of whether Administrator, Huntington Park, Members and/or Associates have been informed of, knew of, or should have known of the likelihood of such damages, claim, or loss.
- 9.2. Members and Associates assume no liability or responsibility for Huntington Park equipment.
- 9.3. Huntington Park will not hold any Member or Associate liable or responsible in any way for unforeseen interruptions in providing the RIITS Data regardless of cause.
- 9.4. Huntington Park, on behalf of itself and its agents, sub-licensees, employees, clients, and customers, hereby waives and releases Administrator and all Members and Associates from any and all liability, including but not limited to claims, causes of action, losses, costs, damages, and expenses of any kind or nature whatsoever, whether known or unknown, to the extent caused by or attributable to RIITS, this Agreement, or the use of RIITS Data by Huntington Park .

Huntington Park (for itself and its clients, customers and employees) expressly waives the benefit of Section 1542 of the California Civil Code, which provides as follows: "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor".

(Huntington Park's Initials) _____

10. INDEMNIFICATION

- 10.1. To the fullest extent permitted by law, and with counsel approved by the Administrator, Huntington Park shall defend, indemnify, and hold harmless the Administrator, Members, and Associates, including the respective agents, employees, directors, or officers of each (the "Indemnified Parties"), from and against any and all liability, to the extent arising out of, connected with, or resulting from any act or omission of Huntington Park or any of its officers, authorized representative, employees, subcontractors or suppliers, or any person or organization directly or indirectly employed by any of them, which liability includes but is not limited to claims, actions, suits (including but not limited to workers' compensation suits and breaches of contract claims made by employees of Huntington Park against Indemnified Parties), demands, costs, judgments, liens, penalties, damages, losses, and/or expenses, including but not limited to any fees of accountants, attorneys or other professionals.
- 10.2. The indemnification specified in this Section shall survive termination or closeout of the Agreement hereunder and is in addition to any other rights or remedies that Members and Associates may have under the law or under this Agreement.
- 10.3. Parties acknowledge that all Members and Associates enter into an Interagency Memorandum of Understanding with substantially similar indemnification language under which Huntington Park shall be indemnified as a Member.
- 10.4. Claims against the indemnified Members and/or Associates by any employee of the Members and/or Associates, its subcontractors, suppliers, anyone directly or indirectly employed by any of them, and/or anyone for whose acts any of them may be liable shall not in any way limit Huntington Park's indemnification obligation as set forth above, including the Agreement and/or type of damages, compensation, and/or benefits payable by or for the Huntington Park or its subcontractors under workers' compensation acts, disability benefit acts, and/or other employee benefit acts and/or insurances.

11. NO WAIVER

- 11.1. Failure of Administrator to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof.

- 11.2. No waiver by Administrator of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision.
- 11.3. Failure or delay by Administrator to insist upon strict performance of any terms or conditions of the Agreement, or to exercise any rights or remedies provided by law, shall not be deemed a waiver of any right of Administrator to insist upon performance of Huntington Park's obligations set forth in the Agreement, or rights or remedies as to any prior or subsequent default hereunder.

12. TERM OF THE AGREEMENT

- 12.1. The term of the Agreement shall begin upon the date of the last Party to sign this Agreement and shall continue for one (1) year (the "Initial Term").
- 12.2. The Agreement shall automatically renew month to month (each a "Renewal Term"), unless either Party sends written notice to the other Party at least thirty (30) days before expiration of the Initial Term or any Renewal Term that it does not wish to renew the Agreement.
- 12.3. The term of the Agreement shall consist of the Initial Term and any Renewal Term (the "Term").

13. TERMINATION

- 13.1. If Huntington Park fails to comply with any of the terms and conditions contained within this Agreement, Administrator may revoke Huntington Park's access privileges to RIITS Data and, upon written notification, terminate this Agreement immediately. In addition, Administrator shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.
- 13.2. Except as provided in the preceding paragraph, CM Committee reserves the right to revoke Huntington Park's access privileges to RIITS and terminate this Agreement at any time, upon thirty (30) days prior written notice to Huntington Park.
- 13.3. Huntington Park may terminate this Agreement upon thirty (30) days prior written notice to Administrator.

14. OTHER TERMS AND CONDITIONS

- 14.1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 14.2. Each Member and Associate of the CM Committee is an express third-party beneficiary of this Agreement.
- 14.3. The persons executing this Agreement on behalf of the Parties shall be duly authorized to execute this Agreement on behalf of its respective Party.

15. ASSIGNMENT

Huntington Park shall not assign, transfer, convey, or otherwise dispose of the Agreement (or the right, title, or interest in it or any part of it) without the prior written consent of the CM Committee and endorsement of the Administrator, which consent shall not be unreasonably withheld.

16. AUTHORITY TO ENTER AGREEMENTS AND MANAGEMENT OF RIITS

- 16.1. LACMTA as the Administrator is authorized to execute Member, Associate, and User agreements which contain provisions regarding guidelines, protocols, terms and conditions on use of RIITS that have been approved by the CM Committee on behalf of all Members and Associates, including Huntington Park.
- 16.2. Huntington Park hereby acknowledges that Administrator or any successor Administrator selected by the CM Committee is delegated authority to provide for the day-to-day operation, maintenance, management, and monitoring of RIITS, codify system changes, provide administrative support to the CM Committee, execute related agreements, and enforce the terms and conditions of agreements.

17. GOVERNING LAW

The Agreement has been negotiated, entered into, and shall be performed, within the State of California, and as such California substantive and procedural law shall apply, except to the extent preempted or superseded by federal law. By entering into the Agreement, the Parties consent and submit to the jurisdiction of the courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of the Agreement.

18. SEVERABILITY

In the event any article, section, sub-article, paragraph, sentence, clause, phrase contained in the Agreement shall be determined, declared, adjudged invalid, illegal, unconstitutional, or otherwise void, such determination, declaration, or adjudication shall in no manner affect the other articles, sections, sub-articles, paragraphs, sentences, clauses, or phrases of the Agreement, which shall remain in full force and effect as if the article, section, sub-article, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise void, was not originally contained in the Agreement.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Huntington Park and the Administrator regarding RIITS, and supersedes any and all previous and contemporaneous agreements, whether written or oral, and all communications between the Parties regarding RIITS.

20. BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall run to the benefit of and be binding upon any successors and assigns.

21. CONTACT INFORMATION

Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to the Huntington Park contact and to the Administrator, at the address specified. Each Party will notify the other in writing of changes to their designated contact person. Notices shall be deemed effective five business days after such mailing.

Contact information regarding any aspects of this Agreement is as follows:

21.1. Huntington Park Contact Information

Huntington Park may provide a primary and a technical contact. Huntington Park contact information is as follows:

21.1.1. Primary Contact Name

Name:	City of Huntington Park
Contact Name:	Mr. Ricardo Reyes
Title:	City Manager
Address:	6550 Miles Avenue
	Huntington Park, CA 90255
Telephone:	(323) 584-6161
Email:	rreyes@h pca.gov

21.1.2. Technical Contact Name

Name:	City of Huntington Park
Contact Name:	Mr. Cesar Roldan
Title:	Director of Public Works
Address:	6550 Miles Avenue
	Huntington Park, CA 90255
Telephone:	(323) 584-6320
Email:	croldan@h pca.gov

21.2. LACMTA in its capacity as RIITS Administrator Contact

Agency Name:	Los Angeles County Metropolitan Transportation Authority
Contact Name:	Mr. Kali Fogel
Title:	RIITS Administrator
Address:	1 Gateway Plaza
	Los Angeles, CA 90012
Telephone:	(213) 922-2665
Email:	fogelk@metro.net

22. ELECTRONIC SIGNATURES

Each Party agrees that electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below.

Los Angeles County Metropolitan
Transportation Authority, in its
capacity as the duly authorized
RIITS Administrator

STEPHANIE N. WIGGINS
CHIEF EXECUTIVE OFFICER

City of Huntington Park

By:

Steven Gota
Executive Officer

Date

Ricardo Reyes
City Manager

Date

ATTACHMENT “B”

INTER-AGENCY COUNTYWIDE SIGNAL PRIORITY MEMORANDUM OF UNDERSTANDING

CITY OF HUNTINGTON PARK AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Memorandum of Understanding (“MOU”) is a no cost agreement entered into effective June 19, 2006, by and between the City of Huntington Park (“City”) and the Los Angeles County Metropolitan Transportation Authority (“METRO”) to provide inter-agency guidelines, responsibilities and procedures for the installation, operations and maintenance of Countywide Signal Priority (CSP) to support METRO Rapid operations.

RECITALS

- A. The City has responsibility for the operation and maintenance of its local traffic control system.
- B. METRO is deploying its METRO Rapid bus service, which will be running through certain corridors in the City. A component of this Rapid bus program is to provide signal priority for Rapid buses at signalized intersections along the Rapid bus route. METRO uses Countywide Signal Priority (“CSP”) technologies to implement the signal priority element of the Rapid service.
- C. The implementation of CSP technologies have been successfully demonstrated to enhance METRO Rapid services, resulting in substantial travel time savings for the public without negatively impacting the overall transportation network.
- D. CSP was prepared in accordance with state and federal traffic signal safety requirements. The implementation of CSP does not affect or alter the safety parameters of the local traffic control system.
- E. The City desires to participate in the Metro Rapid service by allowing METRO to make certain improvements on City traffic control equipment at targeted intersections as described herein.
- F. The purpose of this MOU is to establish the following items to facilitate the implementation and ongoing operations of CSP for METRO Rapid services along Pacific Boulevard (Long Beach Boulevard and Soto Street Corridors), and Florence Avenue:
 - Clear delineation of roles and responsibilities of each agency
 - Standard operating procedures for each agency

- Maintenance responsibilities for agencies
- Acceptance of mutual cooperation to resolve technical and institutional issues during the design, implementation, operation and maintenance of the CSP project.
- Communication protocols (along with contact names and phone numbers)

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1.0 CITY AGREES:

1.1 ROLES AND RESPONSIBILITIES

- 1.1.1 If available, the City will provide or make available to METRO existing traffic signal plans for targeted intersections in order for METRO to prepare final as-built drawings. Such traffic signal plans shall be provided in an electronic format, if available.
- 1.1.2 The City will provide coordination support during the design, installation and testing of all CSP elements. Such support may include, without limitation, timely review of design, access to necessary equipment for installation, providing timely approvals and inspections and making staff available on an as-needed basis.
- 1.1.3 The City shall work with METRO to make space available for the installation of CSP WLAN equipment within traffic controller cabinets and on traffic signal poles and mast arms as necessary.
- 1.1.4 The City shall issue permits, if required, at no cost to METRO or its contractors for all work directly related to the installation of CSP.
- 1.1.5 The City shall assist with the installation of updated traffic signal control programs required for the CSP operation. The City shall remain responsible for entering the signal timing including CSP parameters, and for other tasks directly related to day-to-day traffic signal operations.
- 1.1.6 The City hereby authorizes METRO to obtain the applicable traffic signal control firmware for the City in order to operate the CSP system.
- 1.1.7 The City shall retain exclusive ownership and control over all local traffic signal control equipment. Other than the CSP WLAN and related equipment, the City shall also retain exclusive ownership and control over all other equipment, firmware, software and improvements that METRO makes to the City traffic signals.

1.2 OPERATIONS & MAINTENANCE

- 1.2.1 The City shall retain responsibility for the operations and maintenance of the local traffic control system, including those intersections receiving traffic signal cabinet, controller hardware and firmware upgrades. Nothing in this MOU is intended to change or be construed to change City's responsibilities in operating and maintaining its traffic control system, including, without limitation, traffic timing/signal issues at City intersections.
- 1.2.2 The City reserves the right to disconnect CSP hardware as deemed necessary as part of normal local traffic signal control operations and maintenance.
- 1.2.3 The City will notify METRO if CSP hardware is disconnected during the normal course of traffic signal control operations and maintenance.

1.3 COOPERATION

- 1.3.1 The City supports the deployment of the CS P System and will cooperate with METRO in order to successfully deploy signal priority along Pacific Boulevard between 55th Street and Florence Avenue, Soto Street at Slauson Avenue, Seville Avenue at Slauson Avenue, and along Florence Avenue between Santa Fe Avenue and California Avenue.

1.4 COMMUNICATIONS

- 1.4.1 The City appoints the following individual to serve as the principal point of contact under this MOU:

Patrick Fu
Assistant City Engineer
City of Huntington Park
6550 Miles Avenue
Huntington Park, Ca 90255
Phone Number: (323) 584-6253
Email: pfu@huntingtonpark.org

2.0 METRO AGREES:

2.1 ROLES AND RESPONSIBILITIES

- 2.1.1 To the extent, METRO obtains traffic signal plans from the City, METRO shall update such traffic signal plans with the proposed signal priority improvements and provide final as built plans to the City upon completion of installation.

- 2.1.2 At METRO's sole cost and expense, METRO shall procure, test, and in coordination with the City, integrate, and install all elements necessary to implement CSP at each targeted intersection, including installing traffic signal cabinet, controller and firmware upgrades when necessary. MTA shall not install any CSP equipment until METRO has received (i) City's approval on the design and (ii) the applicable City permits.
- 2.1.3 METRO and its contractors will obtain all necessary permits and coordinate with the City prior to commencing fieldwork.
- 2.1.4 METRO will retain exclusive ownership and control over the CSP WLAN and related equipment.

2.2 OPERATIONS & MAINTENANCE

- 2.2.1 Metro shall work with the City to develop appropriate signal priority implementation strategies acceptable to both agencies. The parties understand and agree that the City is ultimately responsible for the traffic timing sheets that control all intersections.
- 2.2.2 METRO will coordinate all operations and maintenance directly attributable to the signal priority deployment with the City.

2.3 COOPERTION

- 2.3.1 METRO will work closely with the City to ensure that the deployment of signal priority does not impact traffic conditions or increase normal operations and maintenance requirements at signal prioritized intersections.

2.4 COMMUNICATIONS

- 2.4.1 METRO appoints the following individual to serve as the principal point of contact:

Steven Gota
Project Manager
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Mail Stop: 99-22-8
Los Angeles, CA 90012
(213) 922-3043
gotas@metro.net

3.0 MUTUALLY AGREED:

- 3.1 The recitals above are incorporated by reference and hereby made a part of this MOU.
- 3.2 By accepting this MOU, the City and METRO recognize that it is impractical to make provisions for every contingency that may arise during the term of this MOU. The City and METRO agree in principle that the MOU shall operate with fairness and without detriment to the interest of all parties, and if in the course of the performance of this MOU, an infringement of this principle is anticipated or disclosed, the City and METRO shall promptly meet in good faith and shall determine what actions need to take place to remove the cause or causes of such infringement.
- 3.3 Neither the City nor any officer or employee thereof is responsible for any damages or liability occurring by reason of anything done or omitted to be done by METRO under or in connection with any work authority or jurisdiction delegated to METRO under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, METRO shall fully defend, indemnify and save harmless the City and their respective officers and employees from all claims, suits or action of every name, kind and description brought for or on account of injury (as defined in Government Section 810.8) occurring by reason of anything done or omitted to be done by METRO under or in connection with any work, authority, responsibility or jurisdiction delegated to METRO under this MOU.
- 3.4 Neither Metro nor any officer or employee thereof is responsible for any damages or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work authority or jurisdiction delegated to the City under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, the City shall fully defend, indemnify and save harmless METRO and their respective officers and employees from all claims, suits or action of every name, kind and description brought for or on account of injury (as defined in Government Section 810.8) occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority, responsibility or jurisdiction delegated to the City under this MOU.

Inter-Agency Countywide Signal Priority Memorandum of Understanding
City of Huntington Park

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

METRO:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: Carol Snobles 7-12-06
Roger Snobles
Chief Executive Officer

Date

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By: John D. Dugay 6/30/06
Deputy
Date

GRANTEE:

CITY OF HUNTINGTON PARK

By: Juan R. Nogez 6/19/2006
Juan R. Nogez
Mayor

Date

APPROVED AS TO FORM:

By: Rosanna M. Ramirez 6/19/06
Rosanna M. Ramirez
City Clerk

Date

ITEM 9

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



August 15, 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 PURCHASE A TRAFFIC SIGNAL TYPE 332 CABINET AND 170 CONTROLLER

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them;
2. Approve the purchasing of a traffic signal Type 332 Cabinet and 170 Controller from SWARCO for the amount of \$26,239.50 payable from Account No. 221-8014-429.74-10; and
3. Authorize the City Manager to execute the purchase order.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Type 332 traffic signal cabinet is an industry standard cabinet that harnesses the 170-style controller which transmits the timing phase at signalized intersections. The Type 332 cabinet has dual (front and rear) doors that provide convenient access to the controller. The Type 332 cabinet is compatible with the existing traffic signal setup that the City currently possess. The majority of the City's traffic control system is proprietary in nature, thus substituting alternative cabinetry or other pertinent equipment is not recommended.

Staff did perform its fiduciary responsibility and contacted vendors that sell cabinet and controllers. Staff obtained two (2) informal proposals from SWARCO (Attachment 1 - \$26,239.50) and JTB Supply Co., Inc. (Attachment 2 - \$42,188.27). Based on the cost

CONSIDERATION AND APPROVAL TO PURCHASE A TRAFFIC SIGNAL TYPE 332 CABINET AND 170 CONTROLLER

August 15, 2023

Page 2 of 3

and availability to obtain the equipment, staff recommends purchasing the Type 332 Cabinet and 170 Controller from SWARCO.

LEGAL REQUIREMENT

Purchasing the traffic signal Type 332 Cabinet and 170 Controller allows staff to replace a cabinet that was recently struck by a vehicle. This specific cabinet is located on the west side of Pacific Boulevard between Florence Avenue and Saturn Avenue and houses the controller mainframe equipment that monitors the timing movement at the signalized intersection.

Pursuant to Huntington Park Municipal Code section 2-5.12 Formal bid procedures:

(i) Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them.

Additionally, staff recommends waiving the formal bidding process since soliciting informal bid proposal does not produce an advantage and the advertisement for competitive bids is unnecessary and impractical.

FISCAL IMPACT/FINANCING

Approval of this item will authorize the purchasing of a Type 332 Cabinet and 170 Controller from SWARCO for the amount of \$26,239.50 payable from Account No. 221-8014-429.74-10. This item was adopted as part of the Fiscal Year 2023-24 budget.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN

**CONSIDERATION AND APPROVAL TO PURCHASE A TRAFFIC SIGNAL TYPE 332
CABINET AND 170 CONTROLLER**

August 15, 2023

Page 3 of 3

Director of Public Works

ATTACHMENT(S)

1. SWARCO Proposal
2. JTB Supply Co., Inc. Proposal

ATTACHMENT "A"



QUOTATION

Quote #: JLP052423C

Estimator: Jennifer Phelan

(760)734-5050

Agency: Huntington Park City

jennifer.phelan@swarco.com

Job Name: 332 LACO Cabinet

Bid Date: 8/1/23

Bid Item	Qnty	Description	Price	Extension
1	332 LACO CABINET (2016)		\$23,800.00	\$23,800.00
	1 CMU,2010ECL-LACO			
	2 204 FLASHER			
	2 242L ISOLATOR, EDI			
	4 430 F.T.R.			
	1 170ATC W/ATC HC11 Q-UART			
	1 MODULE, GPS, STANDALONE			
	1 GPS POWER/DATA CABLE FOR 170 CONTROLLER			
	12 200 LOAD SWITCH			
	16 EDI 222 DETECTOR			
	1 CERTIFICATION OF COMPLIANCE			
	1 CONTROLLER ASSEMBLY TESTING BY L.A.CO.			

*LACO Software is not included

*Turn on support not included

10.25% TAX* SUBJECT TO CHANGE	\$2,439.50
Reference Total	\$26,239.50

Prices firm for 90 days. Freight included. Add sales tax.

Sale is subject to Swarco's standard terms and conditions.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.

If you received this in error, please contact the sender and delete the material from any computer.

ATTACHMENT "B"



Quotation

To: Mario Lopez @ City of Huntington Park

Quote #: 230801-15

From: Mindy Myers

Project: 332 LACO Cabinets RFQ

JTB Supply is pleased to quote on the following equipment:

1- 332 LACO Cabinet to include:	\$38,266
(1) CMU, 2010ECL-LACO,	
(2) 204 Flasher,	
(2) 242L Isolator, EDI	
(4) 430 Flash Transfer Relays	
(1) 170ATC w/ ATC HC11 Q-uart	
(1) Module, GPS	
(1) GPS Power/Data Cable for 170 controller	
(12) 200 Loadswitches	
(16) EDI 222 Detectors	
(1) Controller Testing by LACO	

*LACO is not included

**Turn On Support is not included

10.25%tax	\$3,922.27
Total	\$42,188.27

Delivery: 150 days ARO

Terms: Net 30, Pending Credit Verification, MC, VISA, AMEX

accepted with surcharge of 4% of transaction amount

Quote valid for 30 Days.

Prices subject to change, if order not released
within 60 days from the purchase order date.

Freight: Included

Sales tax is included.

Sincerely,

JTB Supply Co., Inc.

Mindy Myers

1030 N. Batavia, Suite A • Orange, CA. 92867 • 714-639-9498 • 714-639-9488 fax

ITEM 10

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



August 15, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED VENDORS TO PURCHASE AN AERIAL UTILITY TRUCK

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to proceed with the advertisement of the Request for Proposal (RFP) to purchase an aerial utility truck.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Works Department is requesting to purchase an aerial utility truck for use by the electrical division to repair streetlights, park safety lights, traffic signals and to reach inaccessible places. The electrical division supports City staff and assists in other capacities related to capital projects. Many of our fleet vehicles will be surplused due to age, high mileage usage and the lack of replacement parts to ensure staff's safety. Routine service and maintenance are critical to the long-term performance of our fleet, though continual maintenance and repairs of our service vehicles and accompanying appurtenances makes it difficult to perform our day-to-day operations. Alternative measures include contacting vendors to perform routine tasks due to service utility vehicles being in the shop for repairs and/or waiting for parts to be delivered; which has become a timing issue due to long lead times in the delivery of parts.

The non-insulated bucket trucks feature working heights up to 48 feet and are available in articulated telescopic configurations. This configuration allows the arm to rotate and reach higher destinations. Looking for standard features that include bucket-mounted controls, variable speed controls, hydraulic bucket leveling, emergency upper boom-controlled descent, and engine start/stop at the bucket.

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

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED VENDORS TO PURCHASE AN AERIAL UTILITY TRUCK

August 15, 2023

Page 2 of 3

- Continuous rotation
- Single-handle bucket control
- In-basket and turret full-pressure hydraulic controls
- Manual shear ball rotation
- 24" x 30" bucket
- Engine start/stop from bucket
- Tilt/rescue features
- Height to bottom of bucket: 40'
- Working Height: 48'
- Side Reach End Mount: 29'4"
- Rated Bucket Capacity: 400 lbs.
- 180-degrees hydraulic bucket rotator
- GVWR: 19,500 lbs.

LEGAL REQUIREMENT

The City Clerk shall process the notice for the request for proposal and shall be published at least once in a newspaper of general circulation, which publication shall be made at least 10 days before the proposals are received. The time and location to submit proposals shall also be placed within the published RFP. Once proposals are submitted and reviewed, staff will come back to the City Council with a recommendation to award at the September 19, 2023 City Council meeting.

FISCAL IMPACT/FINANCING

The anticipated one-time capital purchase expense and associated equipment is approximately \$200,000 payable from Account No. 535-8016-431.74-10, which was adopted as part of the FY 2023-24 Citywide budget. As soon as staff evaluates all proposals, a recommendation will be made at the September 19, 2023 City Council meeting and include a well-defined structured budget.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED
VENDORS TO PURCHASE AN AERIAL UTILITY TRUCK**

August 15, 2023

Page 3 of 3

CESAR ROLDAN
Director of Public Works

ITEM NO. 11

CITY OF HUNTINGTON PARK



Public Works Department
City Council Agenda Report

August 15, 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 UPGRADE THE FUEL PUMPS AT THE CITY MAINTENANCE YARD

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and
2. Approve the purchasing of a turn-key fuel management system that includes all applicable equipment hardware, labor and firmware from EJ Ward for the amount of \$117,890.75 payable from Account No. 741-8060-431.74-10; and
3. Authorize the City Manager to execute the purchase order and all other applicable documentation related to the upgrades of the fuel pumps at the City's Public Works Maintenance Yard.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The fuel site located at the Public Works Maintenance Yard is a 24-hour operation. Over the past 18 months, staff noticed that there was an increase on calls associated with mechanical failures at the fuel pumps. The existing pumps have outlived their useful life. The fuel pumps themselves are outdated. Both the diesel and unleaded pumps have mechanical gauges as opposed to digital gauges, and the software cannot obtain daily pump usage.

Dependability and reliability of the City's fuel system is integral to ensuring that the Police Department and all other fleet dependent departments are able to function at full capacity

CONSIDERATION AND APPROVAL TO UPGRADE THE FUEL PUMPS AT THE CITY MAINTENANCE YARD

August 15, 2023

Page 2 of 3

during all shifts. The City's transportation division utilizes the gasoline pumps to ensure that our community is able to get to work, school and other key destinations.

Replacing the fuel site includes software upgrades that will inform staff of daily usage, tank levels, leak test results, and any alarm activity, enabling staff to record the information. Monitoring the fuel system usage through the recordation of a vehicles' mileage allows the City's mechanics to recognize when a vehicle is due for routine maintenance. The fuel site module will recognize the vehicle at the fuel site and will link fuel data to the vehicle automatically. The data link will connect with the vehicle when in range and will record the vehicle mileage and report any issues recorded in the vehicle's onboard system.

EJ Ward developed the fuel system at the Public Works Yard several decades ago. EJ Ward continues to service the existing system, however, replacement parts are no longer available for the antiquated system. Upgrades to the fuel system maximizes the efficiency, accuracy, control and performance for dispensing fuel. EJ Ward is a preferred vendor that is committed to delivering high quality, accuracy, and security of its product.

LEGAL REQUIREMENT

Pursuant to Huntington Park Municipal Code section 2-5.12 Formal bid procedures:

(i) Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them.

Additionally, staff recommends waiving the formal bidding process since soliciting informal bid proposal does not produce an advantage and the advertisement for competitive bids is unnecessary and impractical.

FISCAL IMPACT/FINANCING

Approval of this item will authorize the purchasing of a turn-key fuel management system that includes all applicable equipment hardware, labor and firmware from EJ Ward for the amount of \$117,890.75 payable from Account No. 741-8060-431.74-10. This item was adopted as part of the Fiscal Year 2023-24 Budget.

CONCLUSION

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL TO UPGRADE THE FUEL PUMPS AT THE CITY
MAINTENANCE YARD**

August 15, 2023

Page 3 of 3



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. EJ Ward Fuel Pump Proposal

○ ATTACHMENT "A"

○

○



City of Huntington Park - SaaS with Hardware & Labor (rekv2) - 08-3-2023

Sourcewell #092920-EJW

Turn-Key Fuel Management System - Hosted by SimplyFuel Solutions LLC.

Includes - Tank Level Monitoring and Compliance Reporting Module

Tank Level Monitoring and Compliance Reporting Module - (Requires connection to an existing compatible TLS)

- TLS must have or accept TCP/IP network card (additional cost) without firmware upgrades or additional charges will apply
- Customer is responsible for CAT5/6 cable networking from TLS to FCT unless quoted separately

Part #	Description - Cloud Hosted Fuel View IOT Software Application	Qty	Price / Month	Extended
IOT-SaaS	Hosting Fuel View IOT - Includes Cellular Option - 24x7x365 Call Center Support (1) FCT-IOT and (1) Hot Spot - Cell Modem - Keypad Entry, FOB, CANceiver and TAG use enabled Software Implementation / Account Activation Software User and Administrator Training - Online (2hr Session)	Year 1	\$729.00	\$8,748.00
IOT-SaaS	Hosting - 24x7x365 Call Center Support and lifetime FCT parts only replacement while on the SaaS platform	Year 2	\$737.78	\$8,853.40
IOT-SaaS	Hosting - 24x7x365 Call Center Support and lifetime FCT parts only replacement while on the SaaS platform	Year 3	\$746.84	\$8,962.06
Part #	Model/Description	Qty	Price	Extended
FCT-IOT-SH	5-hose Cellular IOT Terminal - Keypad Entry, FOB, CANceiver and TAG use enabled EXCLUDED: Any non standard cellular antenna configuration caused by a local environmental condition outside E.J. Ward control.	1	\$12,183.97	\$12,183.97
KIT-HOTSPOT	Cellular Hotspot Kit - TLS or Other	1	\$2,276.52	\$2,276.52
KIT-HMDA	Hose Module Kit Dual Antenna	4	\$390.17	\$1,560.66
CL-SMART-DBOX	Smart D-Box w/firmware license	1	\$2,967.39	\$2,967.39
Part #	Model/Description	Qty	Price	Extended
LABOR	Flat File to transfer info to RTA Fleet Maintenance Program	1	\$2,500.00	\$2,500.00
LABORPM	Project Management (per hour)	12	\$160.00	\$1,920.00
SCOPE OF WORK: Remove and replace(1) existing Ward unit and install (1) new IOT cellular unit. Also existing dispensers will be removed and replaced with (1) single product 2-hose unleaded dispenser converted to balance and (1) single product, single hose diesel dispenser with new Dresser Wayne dispensers. SCAQMD permit will be pulled and Healy vac assist will be removed and replaced with balance hanging hardware. All new hanging hardware and retractors will be installed along with UDC adapter plates. The new dispenser will be a Dresser Wayne digital units. New unit will be connected the new Ward unit and tested for proper function. NOTE: Vapor Recovery testing will need to be performed upon completion of this work and will be the responsibility of the customer to schedule and pay for this testing as it is not included in this quote. Also additional permits of any kind are not included, site will have to pull their own permits.		1	\$67,118.75	\$67,118.75
EXCLUSIONS: -Prevailing Wage and/or certified payroll -Replacement or repair of damaged conduit and/or junction boxes, above or below ground. -Installation or pulling of new wire and or communication cable from tanks to/ into/inside the building. -Concrete work of any kind. -Cost increases of the equipment or materials 30 days after the date of this proposal. -Replacement or repair of any existing equipment beyond the scope of this proposal. -Engineering, architectural drawings, or blue prints of any kind. -Permitting of any kind. -Insurances beyond those already possessed. -Bonding of any kind. -Any inspections or testing not specifically mentioned in the scope of work. -Cost incurred due to delays on this project, not caused by Fuel Serv, such as project change orders or acts of GOD, etc. -The Client shall assume costs incurred due to change orders -The Client shall assume costs incurred, after this proposal, due to regulatory directives. 2 Dispenser Replacement IOT Install - TOTAL PARTS, MATERIAL, EQUIPMENT, TRAVEL AND LABOR				
		Shipping and Handling	1	\$800.00
				Subtotal \$91,327.29
Hosting and all Hardware and Labor Shown - 24x7x365 Call Center Support with Standard One (1) Year Warranty		Year 1	Total	\$100,075.29
Hosting - 24x7x365 Call Center Support and lifetime FCT parts only replacement while on the SaaS platform		Year 2	Total	\$8,853.40
Hosting - 24x7x365 Call Center Support and lifetime FCT parts only replacement while on the SaaS platform		Year 3	Total	\$8,962.06

Notes: 1. Quote valid until 12-31-2023

2. Minimum 3 year agreement required on all SaaS Implementations, longer fixed fee terms available upon request.
3. Includes Lifetime Software Version Updates while on a SaaS Agreement
4. Includes 24x7x365 Call Center Support and lifetime FCT parts replacement while on the SaaS platform (service labor at annual quoted rates)
5. A Maximum of 24 rolling months of live data will be available before archive for all SaaS customers.
6. Warranty DOES NOT include Hardware or Software that is declared "END OF LIFE" or previously declared unsupportable
7. Software use governed by the End User License Agreement (EULA)

12621 Silicon Drive, Suite 113, San Antonio, TX 78249

Tel: 210- 824-7383

www.ejward.com

ITEM NO. 12



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 15, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD CONTRACT PROPOSALS TO REMOVE AND REPLACE A TOTAL OF SEVEN MECHANICAL AND HEATING, VENTILATING, AND AIR CONDITIONING UNITS AT CITY HALL AND THE POLICE DEPARTMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize and execute F. M. Thomas Air Conditioning, Inc.'s cost proposals to remove and replace Mechanical and Heating, Ventilating, and Air Conditioning units at City Hall and the Police Department for a not-to-exceed amount of \$262,068 payable from Account No. 111-8022-419.73-10 (\$167,793) and Account No. 111-8024-421.73-10 (\$94,285); and
2. Authorize the City Manager to execute the two cost proposals in Attachments 1 and 2.

BACKGROUND

At the September 6, 2022 City Council meeting, the City Council awarded the professional services agreement to provide Mechanical and Heating, Ventilating, and Air Conditioning (HVAC) preventative maintenance and repair services of City facilities to F. M. Thomas Air Conditioning, Inc. (contractor). Preventative maintenance and repair of HVAC units is essential for the health and wellbeing of staff.

Replacement of the HVAC units will take place at City Hall and the Police Department. This recommendation goes beyond routine maintenance, though the need to exchange the HVAC equipment is largely due to an aging infrastructure in need of upgrades. Replacement of the aging equipment will increase performance and efficiency. Improvements increase system reliability while reducing equipment failures. Upgrades reduce work orders issued to staff and the contractor.

FISCAL IMPACT

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT TO PROVIDE MECHANICAL AND HEATING, VENTILATING, AND AIR
CONDITIONING PREVENTATIVE MAINTENANCE AND REPAIR AT CITY FACILITIES**

August 15, 2023

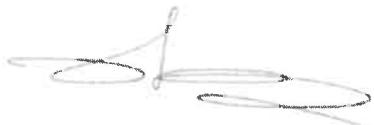
Page 2 of 2

Staff seeks authorization to allow F. M. Thomas Air Conditioning, Inc. to remove and replace and upgrade HVAC system units at City Hall and the Police Department for a not-to-exceed amount of \$262,068 payable from Account No. 111-8022-419.73-10 (\$167,793) and Account No. 111-8024-421.73-10 (\$94,285). Funding to replace the HVAC units was approved as part of the adopted Fiscal Year 2023-24 Budget.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S):

1. City Hall HVAC Proposal
2. HPPD HVAC Proposal

ATTACHMENT "A"

F.M. THOMAS AIR CONDITIONING, INC.

YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974

Contractor License #313574

Tel. 800.660.0891

Fax: 714.738.0886

www.fmtomas.com

DIR# 1000003383

PROPOSAL AND CONTRACT

City of Huntington Park	Proposal # MF9925
Public Works	Date: August 7, 2023
6900 Bissell St.	Location: Huntington Park PD
Huntington Park, Ca 90255	
	Ref: Boiler, 911 dispatch, 911 IT room, PD office unit,
Attn: Mario Lopez	Telephone: 323-584-6274 Fax: mlopez@huntingtonpark.org

DESCRIPTION OF WORK

This quote is based upon our job walk for the replacement of the above referenced systems. Each system is quoted separately and is each bid "stand alone" so the City can pick and choose any of the below projects individually.

F.M. Thomas Air Conditioning, Inc. is please to submit our proposal to furnish labor and materials to complete the following scope of work:

Boiler: the boiler was found in poor condition. The system is from 2004 and the heat exchanger is degrading. (Subject to failure).

1. F.M. Thomas Air Conditioning to provide and install the following:
 - a. Mobilization
 - b. Disconnect power and gas
 - c. Remove piping and piping insulation as needed
 - d. Remove and replace boiler
 - i. Crane and rigging
 - e. Reconnect piping and insulation
 - f. Provide new electrical disconnect and reconnect power
 - g. Reconnect controls (existing).
 - h. Pressure test, bleed air, and startup.
 - i. 1 year parts and labor warranty.

- j. DIR prevailing wages and apprenticeship requirements.
- k. Start and test. 1-year parts and labor warranty.
- l. All work quoted on straight time only.

2. Clarifications:

- a. Permits and plan check "no fee" by City.

Base Bid, including tax.....**\$60,373.00**

911 Dispatch Ductless: System is in fair condition. The system runs 24/7, so its expected lifespan is 7-10 years. The system is currently from 2009 and is a 2-ton wall mounted fan coil. We will replace this with a new 2-ton wall mounted fan coil.

3. F.M. Thomas Air Conditioning to provide and install the following:

- a. Mobilization
- b. Recover R22 and dispose of it properly.
- c. Disconnect power, condensate and controls.
- d. Remove and replace fan coil and condensing unit.
 - i. Condensing unit to be set on existing concrete pad.
- e. Reconnect power and condensate.
 - i. System has factory condensate pump integrated.
 - ii. Pressure test system
- f. Programmable thermostat
- g. DIR prevailing wages and apprenticeship requirements.
- h. Start and test. 1-year parts and labor warranty.
- i. All work quoted on straight time only.

3.1 Clarifications:

- j. Permits and plan check "no fee" by City.

Base Bid, including tax.....**\$19,181.00**

911 Call Center IT room: This is a ceiling mounted ductless 5-ton unit. The system is from 2009 and runs 24/7, so it is past its expected service life.

4. F.M. Thomas Air Conditioning to provide and install the following:

- k. Mobilization
- l. Recover R22 and dispose of
- m. Disconnect power, condensate and controls
- n. Remove and replace fan coil and condensing unit
 - i. Condensing unit to be set on existing concrete pad
- o. Reconnect power and condensate
 - i. System has factory condensate pump integrated
 - ii. Pressure test system

- p. Programmable thermostat
- q. DIR prevailing wages and apprenticeship requirements.
- r. Start and test. 1-year parts and labor warranty.
- s. All work quoted on straight time only.

3.2 Clarifications:

- t. Permits and plan check "no fee" by City.

Base Bid, including tax.....**\$27,169.00**

PD office split system: 5 ton ducted split system located in the attic. System is in poor condition and was installed in 1997. The drain pan is rusted out and has refrigerant leaks. The service life on this system is approx. 12-15 years old (based on 12 hour/day run time).

4. F.M. Thomas Air Conditioning to provide and install the following:

- a. Mobilization
- b. Disconnect power and condensate
- c. Remove existing ductwork at unit
- d. Remove unit from ceiling in catwalk location
 - i. Rig new fan coil in place
- e. Reconnect condensate and power
- f. New disconnect
- g. Reconnect line set as needed
- h. Set condensing unit on ground to match existing
- i. Pressure test, and startup.
- j. 1-year parts and labor warranty.
- k. DIR prevailing wages and apprenticeship requirements.
- l. Start and test. 1-year parts and labor warranty.
- m. All work quoted on straight time only.

4.1 Clarifications:

- n. Permits and plan check "no fee" by City.

Base Bid, including tax.....**\$37,499.00**

This quotation includes material, taxes, and labor for services described and listed above only.

This is a turn-key project. It is F.M. Thomas Air Conditioning's intention that this scope is all-inclusive and will not be added to. Additions to the price defined above will only be requested if one of the following occurs:

- Existing devices and components are found non-functional during system installation/startup and are required for proper system operation.
- Existing related equipment is found to not meet performance requirements necessary to achieve proper control sequence and/or system conformity to new factory specifications.
- Customer requested, mutually agreed upon change of scope.
- Delays occur during work not caused by F.M. Thomas Air Conditioning, Inc.
- See Integration of New and Old Equipment, article S, General Terms.

We thank you for the opportunity to serve you. Please let us know if we may be of assistance.

Sincerely,

Michael Feyka,
Vice President

ACCEPTANCE: Please sign and return one copy.

ACCEPTED THIS DAY OF , year.

PURCHASE ORDER _____ FIRM _____

BY _____ TITLE _____

Countersignature of F.M.T. Corporate

Officer Required on contracts over \$10,000.00

F.M. Thomas Air Conditioning, Inc.

NOTE: THE GENERAL CONDITIONS ARE A PART OF THIS AGREEMENT

F.M. Thomas Air Conditioning, Inc. herein FMT

- A. ALL SERVICES OUTLINED IN THIS PROPOSAL WILL BE PERFORMED DURING REGULAR WORKING HOURS, 7:00 A.M. TO 3:30 P.M., MONDAY THRU FRIDAY. IF THE CUSTOMER REQUIRES OVERTIME, FMT WILL BE REIMBURSED FOR THE PREMIUM PORTION OF WAGES PAID (INCLUDING PAYROLL TAXES AND INSURANCE), PLUS A REASONABLE ALLOWANCE FOR LOSS OF PRODUCTIVITY CAUSED BY THE OVERTIME.
- B. ADDITIONAL WORK: F MT AGREES TO SUPPLY THE MATERIAL, LABOR, TRUCK CHARGES, AS SPECIFICALLY LISTED HEREIN. IF ADDITIONAL WORK IS REQUIRED BY THE CUSTOMER OR ADDITIONAL WORK IS REQUIRED TO MEET EQUIPMENT MANUFACTURER'S SPECIFICATION(S) OR CUSTOMER REQUIRED DESIGN AND/OR PREFERENCE CRITERIA, PREVENT DAMAGE TO THE STRUCTURE, PERSON(S) OR CONTENTS, INCLUDING THE WORK PROVIDED BY THIS PROPOSAL AND CONTRACT, SATISFY GOVERNMENTAL HEALTH, SAFETY AND BUILDING CODES, RULES AND LAWS OF A.Q.M.D. AND/OR EPA, OR OTHER GOVERNMENTAL AUTHORITY(S) SUCH WORK WILL BE AT ADDITIONAL COST.

C. **WARRANTY:** 1) F.M. THOMAS AIR CONDITIONING, INC., AGREES TO WARRANT THE LABOR FOR A PERIOD OF (1) YEAR AND MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF LAST WORKORDER, AND THAT ALL PARTS REPLACED, MATERIALS FURNISHED, AND WORK ACCOMPLISHED, IS FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP. 2) REFRIGERANT REPLACEMENT WARRANTY INCLUDING LABOR INVOLVING NEW EQUIPMENT SOLD, INSTALLED AND MAINTAINED BY FMT IS ONE YEAR. 3) REFRIGERANT REPLACEMENT WARRANTY INCLUDING LABOR INVOLVING SERVICE /REPAIR /MODIFICATIONS /RETROFIT AND MAINTENANCE WORK IS LIMITED TO 30 DAYS FROM LAST WORKORDER DATE.

D. **ACCEPTANCE:** THIS PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN 30 DAYS FROM QUOTATION OF ABOVE LISTED WORK.

E. **TERMS:** TIME IS OF THE ESSENCE, PAYMENT IN FULL, 10 DAYS FROM INVOICE DATE OF ABOVE LISTED WORK.

F. **PAYMENTS:** FOR WORK COMMENCED AND COMPLETED IN ANY ONE CALENDAR MONTH, CUSTOMER WILL PAY THE CONTRACT PRICE IN FULL IN CASH UPON COMPLETION OF THE WORK. OTHERWISE, CUSTOMER WILL PAY THE PRICE IN CASH IN PROGRESS PAYMENTS FOR WORK COMPLETED THRU THE END OF EACH MONTH.

G. **ATTORNEY'S FEES:** IF EITHER PARTY HERETO COMMENCES AN ACTION AGAINST THE OTHER ARISING OUT OF, OR IN CONNECTION WITH THIS PROPOSAL AND CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE LOSING PARTY, REASONABLE ATTORNEY'S FEES AND COSTS OF SUIT. THE VENUE FOR LEGAL ACTION(S) SHALL BE THE NORTH ORANGE COUNTY MUNICIPAL/SUPERIOR COURT, OR THE FEDERAL DISTRICT COURT OF LOS ANGELES.

H. **INSURANCE:** FMT WILL SUPPLY WORKER'S COMPENSATION INSURANCE IN THE FORMS AND AMOUNT REQUIRED BY LAW. IN ADDITION, FMT SHALL SUPPLY THE LIABILITY INSURANCE DESCRIBED IN A CERTIFICATE OF INSURANCE WHICH IS ATTACHED TO THIS PROPOSAL, OR WHICH IN THE ABSENCE OF SUCH ATTACHMENT WILL BE SUPPLIED THE CUSTOMER ON REQUEST.

I. **RIGHT TO STOP WORK:** FMT SHALL HAVE THE RIGHT TO STOP WORK IF PAYMENTS ARE NOT MADE WHEN DUE UNDER THIS CONTRACT AND MAY KEEP THE JOB IDLE UNTIL ALL PAYMENTS HAVE BEEN RECEIVED.

J. **INTEGRATION:** THIS AGREEMENT SUPERSEDES ALL PRIOR CONTEMPORANEOUS AGREEMENTS, NEGOTIATIONS, REPRESENTATIONS, UNDERSTANDINGS AND DISCUSSIONS BETWEEN THE PARTIES AND/OR THEIR RESPECTIVE COUNSEL WITH RESPECT TO THE SUBJECT MATTER COVERED HEREBY.

K. CUSTOMER TO MAKE AVAILABLE TO CONTRACTOR'S PERSONNEL PERTINENT MATERIAL SAFETY DATA SHEETS (MSDS) AS SPECIFIED BY OSHA'S HAZARD COMMUNICATIONS STANDARD REGULATIONS.

L. **HAZARDOUS SUBSTANCES:** FMT'S IMPLIED OBLIGATION UNDER THIS PROPOSAL AND AGREEMENT DOES NOT INCLUDE IDENTIFICATION OF, REMOVAL/ABATEMENT/DISPOSAL/STUDIES OR TESTS OF ANY ASBESTOS PRODUCT(S) OR OTHER HAZARDOUS SUBSTANCE(S). UPON THE EVENT OR ENCOUNTER OF ANY SAID PRODUCT(S) AND/OR SUBSTANCE(S). FMT RESERVES THE RIGHT TO SUSPEND IT'S WORK UNTIL SAID SUBSTANCE(S) OR PRODUCT(S) ARE REMOVED.

M. **DIFFERING SITE CONDITIONS:** IF FMT ENCOUNTERS SUBSURFACE OR LATENT PHYSICAL CONDITIONS AT THE SITE, DIFFERING MATERIALLY FROM THOSE INDICATED IN THE BID DOCUMENTS, OR FOUND DURING THE SITE JOB WALK, OR UNKNOWN PHYSICAL CONDITIONS, OF AN UNUSUAL NATURE, DIFFERING MATERIALLY FROM THE CONDITION(S) RELIED UPON IN THIS PROPOSAL AND CONTRACT, FMT WILL PROMPTLY NOTIFY THE CUSTOMER IF SUCH CONDITIONS CAUSE AN INCREASE OR DECREASE IN THE COST OF, OR THE TIME REQUIRED FOR PERFORMANCE OF ANY PART OF THE WORK, AN EQUITABLE ADJUSTMENT IN PRICE SHALL BE MADE AND THE CONTRACT TIME MODIFIED ACCORDINGLY.

N. **FORCE MAJEURE:** FMT SHALL NOT BE DEEMED IN DEFAULT NOR BE LIABLE FOR DAMAGES FOR ANY FAILURE OR DELAY IN PERFORMANCE OF IT'S WORK WHICH ARISE OUT OF CAUSE BEYOND IT'S REASONABLE CONTROL. SUCH CAUSES MAY INCLUDE, WITHOUT LIMITATION, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT EITHER IN IT'S SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, FREIGHT EMBARGOES, MATERIAL SHORTAGES, OR UNUSUALLY SEVERE WEATHER. IN THE EVENT THE WORK IS DELAYED BY SUCH CAUSES, THE TIME FOR PERFORMANCE WILL BE EXTENDED ACCORDINGLY.

O. SHOULD GOVERNMENTAL "PLAN CHECK" DEPARTMENT(S) REQUIRE ADDITIONAL WORK BEYOND THE SPECIFIED WORK DEFINED IN THIS PROPOSAL, SUCH WORK REQUIRED BY "PLAN CHECK" DEPARTMENT SHALL REQUIRE AN EQUITABLE PRICE ADJUSTMENT TO COVER FMT'S COSTS, LABOR, OVERHEAD, TIME ALLOWED AND PROFIT.

P. UNLESS SPECIFICALLY LISTED IN THIS PROPOSAL, INSTALLATION OR REPAIR OF VIEW SCREEN(S), STRUCTURAL ENGINEERING OR WORK, PATCH, REPAIR AND PAINTING, ACCESS LADDER(S) OR ROOF HATCH(S), ROOF PATH WAYS, REPAIRS TO LAWN AND(OR) LANDSCAPE SPRINKLERS OR DAMAGE TO SIDE WALKS, CURBS AND PARKING LOTS ARE EXCLUDED.

- Q. THE WITHIN DESIGN IS EXCLUSIVELY OWNED BY F.M. THOMAS AIR CONDITIONING, INC. AND IS NOT INTENDED FOR PUBLICATION. EXHIBITION HEREIN IS SOLELY FOR THE PURPOSE OF EFFECTING A SALE, OR TRANSFER, OF THE DELINEATED AIR CONDITIONING, TEMPERATURE CONTROLS AND OR REFRIGERATION INSTALLATION.
- R. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTOR'S STATE LICENSE BOARD, 9835 GEOFHE ROAD, SACRAMENTO, CALIFORNIA 95821.
- S. INTEGRATION OF OLD AND NEW EQUIPMENT: BUYER RECOGNIZES THAT THE OPERATION OF THE BUILDING SYSTEMS WILL NECESSARILY DEPEND UPON NEW EQUIPMENT INSTALLED BY F.M. THOMAS, OPERATING IN CONJUNCTION WITH EXISTING EQUIPMENT PART(S). SUCH OLDER EQUIPMENT/PART(S) MAY BE IN POOR CONDITION, AND IN NEED OF REPAIR, AND/OR LACKS STATE OF THE ART TECHNOLOGY. F.M. THOMAS HAS NOT BEEN REQUESTED, NOR PAID, TO REPLACE CERTAIN EXISTING EQUIPMENT, PIPING AND SIMILAR ITEMS. SOME OF THIS EQUIPMENT MAY SUFFER FROM DEFERRED MAINTENANCE PROBLEMS. BUYER AGREES TO ACCEPT THE WORK IN ACCORDANCE WITH F.M. THOMAS' PROPOSAL IN LIGHT OF THE FACT THAT THE BUILDING SYSTEMS WILL HAVE A MIXTURE OF OLD AND NEW EQUIPMENT AFTER F.M. THOMAS HAS COMPLETED ITS WORK.
- T. FMT WILL NOT MAKE WARRANTY REPAIRS OR REPLACEMENT OF DAMAGES NECESSITATED BY REASON OF NEGLIGENCE OR MISUSE OF EQUIPMENT OR SYSTEM COMPONENT(S) BY OTHER PERSON(S) OR PARTY(S), INCLUDING OWNERS AGENTS AND EMPLOYEES OR OWNERS SUBCONTRACTOR(S).

ATTACHMENT "B"

F.M. THOMAS AIR CONDITIONING, INC.

YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974

Contractor License #313574

Tel. 800.660.0891

Fax: 714.738.0886

www.fmthomas.com

DIR# 1000003383

PROPOSAL AND CONTRACT

City of Huntington Park	Proposal # MF9925
Public Works	Date: August 7, 2023
6900 Bissell St.	Location: Huntington Park City Hall
Huntington Park, Ca 90255	
	Ref: 5-Ton City Hall Office, 2-Ton City Hall Office,
	12.5 Ton Condensing unit for Council Chambers.
Attn: Mario Lopez	Telephone: 323-584-6274
	Fax: mlopez@huntingtonpark.org

DESCRIPTION OF WORK

This quote is based upon our job walk for the replacement of the above referenced systems. Each system is quoted separately and is each bid "stand alone" so the City can pick and choose any of the below projects individually.

F.M. Thomas Air Conditioning, Inc. is please to submit our proposal to furnish labor and materials to complete the following scope of work:

City Hall Offices 5 ton ducted split system located in the attic. System is in poor condition and was installed in 1996. The drain pan is rusted out and has refrigerant leaks. The service life on this system is approx. 12-15 years old (based on 12 hour/day run time).

4. F.M. Thomas Air Conditioning to provide and install the following:
 - a. Mobilization
 - b. Disconnect power and condensate
 - c. Remove existing ductwork at unit
 - d. Remove unit from ceiling in catwalk location
 - i. Rig new fan coil in place
 - e. Reconnect condensate and power
 - f. New disconnect

- g. Reconnect line set as needed
- h. Set condensing unit on ground to match existing
- i. Pressure test, and startup.
- j. 1-year parts and labor warranty.
- k. DIR prevailing wages and apprenticeship requirements.
- l. Start and test. 1-year parts and labor warranty.
- m. All work quoted on straight time only.

4.1 Clarifications:

- n. Permits and plan check "no fee" by City.

Base Bid, including tax.....**\$37,802.00**

City Hall Offices 2 ton ducted split system located in the attic. System is in poor condition and was installed in 1996. The drain pan is rusted out and has refrigerant leaks. The service life on this system is approx. 12-15 years old (based on 12 hour/day run time).

5. F.M. Thomas Air Conditioning to provide and install the following:

- o. Mobilization
- p. Disconnect power and condensate
- q. Remove existing ductwork at unit
- r. Remove unit from ceiling in catwalk location
 - i. Rig new fan coil in place
- s. Reconnect condensate and power
- t. New disconnect
- u. Reconnect line set as needed
- v. Set condensing unit on ground to match existing
- w. Pressure test, and startup.
- x. 1-year parts and labor warranty.
- y. DIR prevailing wages and apprenticeship requirements.
- z. Start and test. 1-year parts and labor warranty.
- aa. All work quoted on straight time only.

5.1 Clarifications:

- bb. Permits and plan check "no fee" by City.

Base Bid, including tax.....**\$32,958.00**

City Hall Council Chambers office 12.5 ton condensing unit. System is in poor condition and was installed in 1996. The service life on this system is approx. 12-15 years old (based on 12 hour/day run time).

6. F.M. Thomas Air Conditioning to provide and install the following:

- cc. Mobilization
- dd. New disconnect
- ee. Reconnect line set as needed
- ff. Set condensing unit on ground to match existing
- gg. Pressure test, and startup.
- hh. 1-year parts and labor warranty.
- ii. DIR prevailing wages and apprenticeship requirements.
- jj. Start and test. 1-year parts and labor warranty.
- kk. All work quoted on straight time only.

6.1 Clarifications:

- ll. Permits and plan check "no fee" by City.

Base Bid, including tax.....**\$47,086.00**

This quotation includes material, taxes

This quotation includes material, taxes, and labor for services described and listed above only.

This is a turn-key project. It is F.M. Thomas Air Conditioning's intention that this scope is all-inclusive and will not be added to. Additions to the price defined above will only be requested if one of the following occurs:

- Existing devices and components are found non-functional during system installation/startup and are required for proper system operation.
- Existing related equipment is found to not meet performance requirements necessary to achieve proper control sequence and/or system conformity to new factory specifications.
- Customer requested, mutually agreed upon change of scope.
- Delays occur during work not caused by F.M. Thomas Air Conditioning, Inc.
- See Integration of New and Old Equipment, article S, General Terms.

We thank you for the opportunity to serve you. Please let us know if we may be of assistance.

Sincerely,

Michael Feyka,
Vice President

ACCEPTANCE: Please sign and return one copy.

ACCEPTED THIS DAY OF , year.

PURCHASE ORDER _____ FIRM _____

BY _____ TITLE _____

Countersignature of F.M.T. Corporate

Officer Required on contracts over \$10,000.00

F.M. Thomas Air Conditioning, Inc.

NOTE: THE GENERAL CONDITIONS ARE A PART OF THIS AGREEMENT

F.M. Thomas Air Conditioning, Inc. herein FMT

- A. ALL SERVICES OUTLINED IN THIS PROPOSAL WILL BE PERFORMED DURING REGULAR WORKING HOURS, 7:00 A.M. TO 3:30 P.M., MONDAY THRU FRIDAY. IF THE CUSTOMER REQUIRES OVERTIME, FMT WILL BE REIMBURSED FOR THE PREMIUM PORTION OF WAGES PAID (INCLUDING PAYROLL TAXES AND INSURANCE), PLUS A REASONABLE ALLOWANCE FOR LOSS OF PRODUCTIVITY CAUSED BY THE OVERTIME.
- B. ADDITIONAL WORK: FMT AGREES TO SUPPLY THE MATERIAL, LABOR, TRUCK CHARGES, AS SPECIFICALLY LISTED HEREIN. IF ADDITIONAL WORK IS REQUIRED BY THE CUSTOMER OR ADDITIONAL WORK IS REQUIRED TO MEET EQUIPMENT MANUFACTURER'S SPECIFICATION(S) OR CUSTOMER REQUIRED DESIGN AND/OR PREFERENCE CRITERIA, PREVENT DAMAGE TO THE STRUCTURE, PERSON(S) OR CONTENTS, INCLUDING THE WORK PROVIDED BY THIS PROPOSAL AND CONTRACT, SATISFY GOVERNMENTAL HEALTH, SAFETY AND BUILDING CODES, RULES AND LAWS OF A.Q.M.D. AND/OR EPA, OR OTHER GOVERNMENTAL AUTHORITY(S) SUCH WORK WILL BE AT ADDITIONAL COST.
- C. WARRANTY: 1) F.M. THOMAS AIR CONDITIONING, INC., AGREES TO WARRANT THE LABOR FOR A PERIOD OF (1) YEAR AND MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF LAST WORKORDER, AND THAT ALL PARTS REPLACED, MATERIALS FURNISHED, AND WORK ACCOMPLISHED, IS FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP. 2) REFRIGERANT REPLACEMENT WARRANTY INCLUDING LABOR INVOLVING NEW EQUIPMENT SOLD, INSTALLED AND MAINTAINED BY FMT IS ONE YEAR. 3) REFRIGERANT REPLACEMENT WARRANTY INCLUDING LABOR INVOLVING SERVICE /REPAIR /MODIFICATIONS /RETROFIT AND MAINTENANCE WORK IS LIMITED TO 30 DAYS FROM LAST WORKORDER DATE.
- D. ACCEPTANCE: THIS PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN 30 DAYS FROM QUOTATION OF ABOVE LISTED WORK.
- E. TERMS: TIME IS OF THE ESSENCE, PAYMENT IN FULL, 10 DAYS FROM INVOICE DATE OF ABOVE LISTED WORK.
- F. PAYMENTS: FOR WORK COMMENCED AND COMPLETED IN ANY ONE CALENDAR MONTH, CUSTOMER WILL PAY THE CONTRACT PRICE IN FULL IN CASH UPON COMPLETION OF THE WORK. OTHERWISE, CUSTOMER WILL PAY THE PRICE IN CASH IN PROGRESS PAYMENTS FOR WORK COMPLETED THRU THE END OF EACH MONTH.
- G. ATTORNEY'S FEES: IF EITHER PARTY HERETO COMMENCES AN ACTION AGAINST THE OTHER ARISING OUT OF, OR IN CONNECTION WITH THIS PROPOSAL AND CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE LOSING PARTY, REASONABLE ATTORNEY'S FEES AND COSTS OF SUIT. THE VENUE FOR LEGAL ACTION(S) SHALL BE THE NORTH ORANGE COUNTY MUNICIPAL/SUPERIOR COURT, OR THE FEDERAL DISTRICT COURT OF LOS ANGELES.
- H. INSURANCE: FMT WILL SUPPLY WORKER'S COMPENSATION INSURANCE IN THE FORMS AND AMOUNT REQUIRED BY LAW. IN ADDITION, FMT SHALL SUPPLY THE LIABILITY INSURANCE DESCRIBED IN A CERTIFICATE OF INSURANCE WHICH IS ATTACHED TO THIS PROPOSAL, OR WHICH IN THE ABSENCE OF

SUCH ATTACHMENT WILL BE SUPPLIED THE CUSTOMER ON REQUEST.

- I. RIGHT TO STOP WORK: FMT SHALL HAVE THE RIGHT TO STOP WORK IF PAYMENTS ARE NOT MADE WHEN DUE UNDER THIS CONTRACT AND MAY KEEP THE JOB IDLE UNTIL ALL PAYMENTS HAVE BEEN RECEIVED.
- J. INTEGRATION: THIS AGREEMENT SUPERSEDES ALL PRIOR CONTEMPORANEOUS AGREEMENTS, NEGOTIATIONS, REPRESENTATIONS, UNDERSTANDINGS AND DISCUSSIONS BETWEEN THE PARTIES AND/OR THEIR RESPECTIVE COUNSEL WITH RESPECT TO THE SUBJECT MATTER COVERED HEREBY.
- K. CUSTOMER TO MAKE AVAILABLE TO CONTRACTOR'S PERSONNEL PERTINENT MATERIAL SAFETY DATA SHEETS (MSDS) AS SPECIFIED BY OSHA'S HAZARD COMMUNICATIONS STANDARD REGULATIONS.
- L. HAZARDOUS SUBSTANCES: FMT'S IMPLIED OBLIGATION UNDER THIS PROPOSAL AND AGREEMENT DOES NOT INCLUDE IDENTIFICATION OF, REMOVAL/ABATEMENT/DISPOSAL/STUDIES OR TESTS OF ANY ASBESTOS PRODUCT(S) OR OTHER HAZARDOUS SUBSTANCE(S). UPON THE EVENT OR ENCOUNTER OF ANY SAID PRODUCT(S) AND/OR SUBSTANCE(S), FMT RESERVES THE RIGHT TO SUSPEND IT'S WORK UNTIL SAID SUBSTANCE(S) OR PRODUCT(S) ARE REMOVED.
- M. DIFFERING SITE CONDITIONS: IF FMT ENCOUNTERS SUBSURFACE OR LATENT PHYSICAL CONDITIONS AT THE SITE, DIFFERING MATERIALLY FROM THOSE INDICATED IN THE BID DOCUMENTS, OR FOUND DURING THE SITE JOB WALK, OR UNKNOWN PHYSICAL CONDITIONS, OF AN UNUSUAL NATURE, DIFFERING MATERIALLY FROM THE CONDITION(S) RELIED UPON IN THIS PROPOSAL AND CONTRACT, FMT WILL PROMPTLY NOTIFY THE CUSTOMER IF SUCH CONDITIONS CAUSE AN INCREASE OR DECREASE IN THE COST OF, OR THE TIME REQUIRED FOR PERFORMANCE OF ANY PART OF THE WORK, AN EQUITABLE ADJUSTMENT IN PRICE SHALL BE MADE AND THE CONTRACT TIME MODIFIED ACCORDINGLY.
- N. FORCE MAJEURE: FMT SHALL NOT BE DEEMED IN DEFAULT NOR BE LIABLE FOR DAMAGES FOR ANY FAILURE OR DELAY IN PERFORMANCE OF IT'S WORK WHICH ARISE OUT OF CAUSE BEYOND IT'S REASONABLE CONTROL. SUCH CAUSES MAY INCLUDE, WITHOUT LIMITATION, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT EITHER IN IT'S SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, FREIGHT EMBARGOES, MATERIAL SHORTAGES, OR UNUSUALLY SEVERE WEATHER. IN THE EVENT THE WORK IS DELAYED BY SUCH CAUSES, THE TIME FOR PERFORMANCE WILL BE EXTENDED ACCORDINGLY.
- O. SHOULD GOVERNMENTAL "PLAN CHECK" DEPARTMENT(S) REQUIRE ADDITIONAL WORK BEYOND THE SPECIFIED WORK DEFINED IN THIS PROPOSAL, SUCH WORK REQUIRED BY "PLAN CHECK" DEPARTMENT SHALL REQUIRE AN EQUITABLE PRICE ADJUSTMENT TO COVER FMT'S COSTS, LABOR, OVERHEAD, TIME ALLOWED AND PROFIT.
- P. UNLESS SPECIFICALLY LISTED IN THIS PROPOSAL, INSTALLATION OR REPAIR OF VIEW SCREEN(S), STRUCTURAL ENGINEERING OR WORK, PATCH, REPAIR AND PAINTING, ACCESS LADDER(S) OR ROOF HATCH(S), ROOF PATH WAYS, REPAIRS TO LAWN AND/OR LANDSCAPE SPRINKLERS OR DAMAGE TO SIDE WALKS, CURBS AND PARKING LOTS ARE EXCLUDED.
- Q. THE DESIGN IS EXCLUSIVELY OWNED BY F.M. THOMAS AIR CONDITIONING, INC. AND IS NOT INTENDED FOR PUBLICATION. EXHIBITION HEREIN IS SOLELY FOR THE PURPOSE OF EFFECTING A SALE, OR TRANSFER, OF THE DELINEATED AIR CONDITIONING, TEMPERATURE CONTROLS AND OR REFRIGERATION INSTALLATION.
- R. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTOR'S STATE LICENSE BOARD, 9835 GEOTHE ROAD, SACRAMENTO, CALIFORNIA 95821.
- S. INTEGRATION OF OLD AND NEW EQUIPMENT: BUYER RECOGNIZES THAT THE OPERATION OF THE BUILDING SYSTEMS WILL NECESSARILY DEPEND UPON NEW EQUIPMENT INSTALLED BY F.M. THOMAS, OPERATING IN CONJUNCTION WITH EXISTING EQUIPMENT PART(S). SUCH OLDER EQUIPMENT/PART(S) MAY BE IN POOR CONDITION, AND IN NEED OF REPAIR, AND/OR LACKS STATE OF THE ART TECHNOLOGY. F.M. THOMAS HAS NOT BEEN REQUESTED, NOR PAID, TO REPLACE CERTAIN EXISTING EQUIPMENT, PIPING AND SIMILAR ITEMS. SOME OF THIS EQUIPMENT MAY SUFFER FROM DEFERRED MAINTENANCE PROBLEMS. BUYER AGREES TO ACCEPT THE WORK IN ACCORDANCE WITH F.M. THOMAS' PROPOSAL IN LIGHT OF THE FACT THAT THE BUILDING SYSTEMS WILL HAVE A MIXTURE OF OLD AND NEW EQUIPMENT AFTER F.M. THOMAS HAS COMPLETED ITS WORK.
- T. FMT WILL NOT MAKE WARRANTY REPAIRS OR REPLACEMENT OF DAMAGES NECESSITATED BY REASON OF NEGLIGENCE OR MISUSE OF EQUIPMENT OR SYSTEM COMPONENT(S) BY OTHER PERSON(S) OR PARTY(S), INCLUDING OWNERS AGENTS AND EMPLOYEES OR OWNERS SUBCONTRACTOR(S).

ITEM NO. 13

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report



August 15, 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:

2023/24 FINAL PAYMENT TO ECO-RAPID TRANSIT MEMBERSHIP

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve a final payment in the amount of \$13,888 for membership with Eco-Rapid Transit.

BACKGROUND

Eco-Rapid Transit (formerly Orange Line Development Authority) was initially started in 2003 to advocate for transportation projects in the region. Eco-Rapid is a Joint Powers Authority (JPA) that has been successful in the pursuit of environmentally friendly, reliable, and seamless transit system that connects communities from downtown Los Angeles to and the southeast region.

The Eco-Rapid Board of Directors has instructed the staff to restructure the JPA by December 31, 2023. There are ongoing conversations as to close the JPA entirely or to place it in an "inactive mode". In either case, a new structure for the JPA will take place and a final payment to cover ongoing costs through December 31, 2023 will be required. The City of Huntington Park has received an invoice in the amount of \$13,888 to cover its pro rata share to fund operation through the end of the calendar year. Should any of the thirteen members not contribute or withdraw altogether, an addition share/cost could be requested in the future by the JPA of the remaining members.

FISCAL IMPACTS

Fiscal Impact to the General Fund would be in the amount of \$13,888 for Fiscal Year 2023/24.

2023/24 FINAL PAYMENT TO ECO-RAPID TRANSIT MEMBERSHIP

August 15, 2023

Page 2 of 2

CONCLUSION

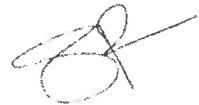
It is recommended that the City Council approve the payment of \$13,888 from the FY2023/24 operating budget account No. 111-5010-419.56-41 to fund the final invoice.

Respectfully submitted,



RICARDO REYES

City Manager



STEVE FORSTER

Community Development Director

ATTACHMENT "A" Eco-Rapid final invoice/support documents

ATTACHMENT "A"

Attachment "A"

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell
Mr. Jesus Casas

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Burrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Hector Sosa

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Marcia

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

Burbank-Glendale-Pasadena
Airport Authority
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

July 24, 2023

Mr. Ricardo Reyes
City Manager
City of Huntington Park
Via email: RReyes@hpcagov

Re: Request of the City of Huntington Park for the Final Payment of Eco-Rapid Transit Membership Dues for FY 2023/24 totaling \$13,888.00

Dear Mr. Reyes,

The Eco-Rapid Transit Board of Directors approved the FY23/24 Operating Budget on July 12, 2023 and instructed staff to begin the restructuring of the Joint Powers Authority by December 31, 2023. The Board agreed to proportionate the final payment for each member agency as shown in the attached Board Report (Attachment A). The final payment for the City of Huntington Park is \$13,888.00.

We respectfully request the City of Huntington Park to pay the total of \$13,888.00 by August 31, 2023. Thank you in advance for your continued support and understanding and please do not hesitate to contact me by telephone at (626) 698-9926 or by email at eshen@eco-rapid.org.

Sincerely,



ERIC C. SHEN, PE, PTP, CPE
Executive Director

CC: Honorable Karina Macias, Director of ERT Board of Directors
Honorable Ali Sajjad Taj, Chair of ERT Board of Directors

Attachment A: ERT Board Report (Item 7, July 12, 2023)



Connecting its cities via environmentally effective rapid transit

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell
Mr. Jesus Casas

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Borrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Hector Sosa

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Marcia

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

Burbank-Glendale-Pasadena
Airport Authority
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

INVOICE

Re: Orangeline Development Authority Membership FY 2023/24
Huntington Park Membership Fee (FINAL): **\$13,888.00**

Payable to: Orangeline Development Authority
(dba, Eco-Rapid Transit)
16401 Paramount Boulevard
Paramount, California 90723

Invoice No.: **23/24-008F**

Membership fees are due on or before August 31, 2023. If you have any questions, please contact Eric C. Shen, Executive Director at (626) 698-9926 or eshen@eco-rapid.org.



Connecting its cities via environmentally effective rapid transit

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell
Mr. Jesus Casas

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Borrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Hector Sosa

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Marcia

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

Burbank-Glendale-Pasadena
Airport Authority
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

Attachment A:
ERT Board Report (Item 7, July 12, 2023)

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell
Mr. Jesus Casas

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Borrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Claudia M. Frometa

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Marcia

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

Burbank-Glendale-Pasadena
Airport Authority
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

AGENDA REPORT

TO: Members of Eco-Rapid Transit Board of Directors

FROM: Eric C. Shen, Executive Director *920*

DATE: July 12, 2023

SUBJECT: **ITEM 7: PROPOSED FY2023/24 REVISED OPERATING BUDGET AND RELATED CONSIDERATIONS**

Public comments on agenda items will be taken at the time the item is called and are limited to 3 minutes per speaker.

RECOMMENDATION

Review the proposed revised FY2023/24 Operating Budget, adopt Resolution 2023-05 (Attachment A), and direct staff to implement necessary steps and prepare for restructuring.

ISSUES

In response to the Board's directive at its June 28th Special Meeting, the proposed budget has been developed to fund necessary and minimum expenses that will facilitate the conclusion of normal operations as a full-functioning JPA with its current legal service provider by December 31, 2023 (Q1 and Q2 of FY2023/24). The Board also agreed to apply the same proportional share of FY2022/23 membership dues for the FY2023/24 budget. If operations cease prior to the targeted termination or dormancy date, cities will be reimbursed proportionally.

BACKGROUND

On January 23, 2023, the Board received an update on the FY2022/23 mid-year budget situation and authorized staff to invoice member agencies for paying the FY2023/24 membership sooner than prior years. At the time of approval, each member agency was being billed at the FY2022/23 rate plus a 7% inflation factor. The advance payment was intended to be a stopgap measure. The Board was aware that the carryover debts from prior year(s), the Authority's fiscal structural issues, and cost escalation/inflation must also be addressed as part of the FY2023/24 budget adoption process.

On June 2, 2023, the Executive Director presented to the Budget Subcommittee with a proposed operating budget and discussed several options for assessing additional membership dues for the new fiscal year. While the near-term fiscal crisis was addressed by the partially collected FY2023/24 membership dues between March and May, the Board

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell
Mr. Jesus Casas

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Borrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Claudia M. Frometa

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Marcia

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

Burbank-Glendale-Pasadena
Airport Authority
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

could agree on an approach to raise additional \$276,960 to sustain the Authority's basic operations through June 30, 2024.

On June 14, 2023, the full Board reviewed and discussed the proposed budget but decided not to approve. Instead, the Board directed the Executive Director to meet with the new Gateway Cities COG Executive Director to discuss the JPA becoming a part of the COG and the governance structure, and to report back with the expected costs and costs for transition. The Board also agreed to host a Special Meeting on June 28, 2023 to further discuss the topic.

On June 28, 2023, the Board directed the Executive Director to submit a proposed budget with reduced scope and cost that will facilitate the conclusion of normal operations as a full-functioning JPA. The Board agreed to rely on its current legal service provider by December 31, 2023 (Q1 and Q2 of FY2023/24) without transitioning to a pro bono option. The Board also agreed to apply the same proportional share of FY2022/23 membership dues for the FY2023/24 budget. If operations cease prior to the targeted termination or dormancy date, any remaining membership dues will be reimbursed to member agencies proportionally.

Budget Process: Categories and Estimates

The proposed FY2023/24 Operating Budget (non-reimbursable labor expenses) would fund the costs for providing core functions and the carryover deficit. The proposed budget does not assume the build-up of a cash reserve for reimbursable expenses.

[1] Projected Balance through July 31, 2023

The Treasurer's Report for the month of June 2023 (prepared on July 12, 2023) reveals an ending negative balance of \$17,364.04. With the Board's approval on the Warrant Register dated July 12, 2023, a total of \$43,440.95 of compensation and grant-funded consulting fee will be disbursed when funds become available. That is, as of July 31, 2023, the projected cash balance will be negative $(\$17,364.04 + \$43,440.95 = \$60,804.99)$. Of which, the \$24,186.30 advanced payment by the Authority to STEER will be reimbursed by the lead agency City of Artesia to the Authority in 6-8 weeks.

The Authority is still waiting to receive payments from:

- Los Angeles County: **\$13,987.86**
- Artesia: **\$9,188.53**
- Glendale: \$40,603.99 (unlikely to collect currently)
- Downey: \$16,147.76 (withdrew)

Assuming the Authority receives new revenue (aka membership payments from the County and Artesia) in the next 3 weeks, the projected cash negative balance would be reduced from \$60,804.99 to \$37,628.60. The projected cash negative balance will be further reduced to **\$13,442.30** when the Authority receives the reimbursement from Artesia.

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell
Mr. Jesus Casas

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Borrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Claudia M. Frometa

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Marcia

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

Burbank-Glendale-Pasadena
Airport Authority
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

Therefore, the projected **\$13,442.30** funding gap needs to be added to the proposed FY2023/24 operating budget.

[2] Proposed Operating Budget for FY2023/24 - Q1 and Q2 Only

Table 1 provides itemized anticipated expense for each function mentioned above. All contracted services will reduce work after September 30 through December 31, 2023. The total estimated FY2023/24 Q1 and Q2 operating budget for non-reimbursable labor expenses is **\$130,130.00**.

EXPENSES	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	TOTAL
Executive Director	\$5,000	\$5,000	\$5,000	\$2,500	\$2,500	\$2,500	\$22,500
Admin. Svc Mgr	\$5,000	\$5,000	\$5,000	\$1,500	\$1,500	\$1,000	\$19,000
Prg Mgr/Support Staff	\$500	\$500	\$500	\$200	\$200	\$200	\$2,100
Supplies & Postage	\$100	\$100	\$100	\$50	\$50	\$100	\$500
Rent & Basic Supplies	\$300	\$300	\$300				\$900
IT Related	\$50	\$50	\$50	\$50	\$50	\$50	\$300
Board Mtg Room	\$160		\$160		\$160		\$480
Accounting	\$5,000	\$5,000	\$2,500	\$2,500	\$2,500	\$2,500	\$20,000
General Counsel	\$4,000	\$4,000	\$4,000	\$3,000	\$3,000	\$4,000	\$22,000
Audit (Past 3 fiscal years)						\$33,000	\$33,000
Audit (Partial FY2023/24)							\$9,000
Travel/Miles	\$150	\$100				\$100	\$350
TOTAL EXPENSES							\$130,130

Table 1: Proposed FY2023/24 Q1 & Q2 Operating Budget (Non-Reimbursable Labor Expenses)

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell
Mr. Jesus Casas

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Borrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Claudia M. Frometa

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Marcia

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

Burbank-Glendale-Pasadena Airport Authority
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

[3] Total Needs

In January 2023 when the Board approved to seek advanced FY2023/24 dues from member agencies to cover the on-going deficit, staff indicated that supplemental membership dues are necessary to fund the operating expense in the upcoming year. As shown in [1] and [2]:

- \$ 13,442.30 is the projected carryover deficit.
- \$130,130.00 is the estimated operating expenses for FY2023/24 Q1 and Q2
- **\$143,572.30** is the minimum amount to be funded by supplemental membership dues/last payment.

As the Board directed staff to present a not-to-exceed budgetary figure with an intent to transition the JPA to another format after December 31, 2023, it is prudent to build in approximately 10% contingency on top of the calculated minimum cash needs of \$143,572.30. That is, staff is recommending the Board approve a not-to-exceed **\$160,000.00**.

[4] Proportional Share of the Supplemental/Final Membership Dues

The Board directed staff to apply the same proportional share of membership (%) in FY2022-23 for the proposed FY2023/24 Q1 and Q2 operating budget. Thus, a total supplemental amount of \$160,000 will be proportionally applied to every agency based on their percentage of share in FY2022/23 membership dues structure.

The Authority has communicated with the City of Downey acknowledging its termination of membership and reminding the City's financial obligation as the JPA prepares for restructuring (see Attachment B). Nevertheless, the proportional share of the supplemental membership dues as shown in Table 2 excludes Downey for now. A separate calculation of Downey's share will be prepared and invoiced. If at the close-out of the JPA, any remaining balance will be proportionally refunded to all member agencies.

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell
Mr. Jesus Casas

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Barrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Claudia M. Frometa

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Marcia

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

Burbank-Glendale-Pasadena
Airport Authority
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

Member Agency	FY2022/23 Membership Rate	FY2023/24 Advanced Dues Invoiced	FY2023/24 By % based on no Downey, and full rate for LAC	FY2023/24 Q1 & Q2 Dues (Based on no Downey and full rate for LAC)
Artesia*	\$ 7,521	\$ 9,189*	3.97%	\$6,352.00
Cerritos	\$ 14,162	\$ 18,560	7.48%	\$11,968.00
Paramount	\$ 16,433	\$ 21,535	8.68%	\$13,888.00
Downey	\$ 12,322	\$ -		\$ -
South Gate	\$ 27,101	\$ 37,282	14.31%	\$22,896.00
Cudahy	\$ 7,543	\$ 9,885	3.98%	\$6,368.00
Bell Gardens	\$ 2,945	\$ 3,859	1.56%	\$2,496.00
Bell	\$ 4,747	\$ 5,705	2.51%	\$4,016.00
Maywood	\$ 2,706	\$ 3,546	1.43%	\$2,288.00
Huntington Park	\$ 16,443	\$ 21,548	8.68%	\$13,888.00
Glendale*	\$ 30,984	\$ 40,604*	16.36%	\$26,176.00
Burbank Airport	\$ 24,682	\$ 32,345	13.03%	\$20,848.00
Los Angeles (County)*	\$ 34,103	\$ 13,988*	18.01%	\$28,816.00
TOTAL	\$ 201,692	\$ 218,046	100.00%	\$160,000.00

Table 2: FY2023/24 Q1 & Q2 Operating Budget - Supplemental membership dues based on the proportional share in FY2022-23

* Not yet submitted the advanced membership due

Attachment A: Resolution 2023-05

Attachment B: Downey Notice of Withdrawal and Payment of Dues



Connecting its cities via environmentally effective rapid transit

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell
Mr. Jesus Casas

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Borrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Claudia M. Frometa

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Marcia

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

**Burbank-Glendale-Pasadena
Airport Authority**
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

Attachment A:
Resolution 2023-05

RESOLUTION NO. 2023-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF ECO-RAPID TRANSIT ADOPTING THE FISCAL YEAR 2023-24 FIRST AND SECOND QUARTERS OPERATING BUDGET

WHEREAS, the Executive Director presented on July 12, 2023, to the Eco-Rapid Transit (“ERT”) Board of Directors, the proposed budget for fiscal year (“FY”) 2023-24, including estimated revenues through membership dues and projected operating expenses in first and second quarters; and

WHEREAS, the ERT Board of Directors has reviewed the proposed operating budget for funding two quarters until ERT is restructured and provided opportunity for public comments regarding the proposed FY 2023-24 budget; and

WHEREAS, the Executive Director’s Staff Report provides an executive summary of the proposed budget.

NOW, THEREFORE, BE IT RESOLVED that the ERT Board of Directors hereby:

1. Approves and adopts the total Operating Budget submitted by the Executive Director as set forth in Exhibit A, which is attached hereto and incorporated by reference, as the Operating Budget of Eco-Rapid Transit for FY 2023-24.

The foregoing Resolution was duly adopted this 12th day of July 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

ATTEST:

Kathryn M. Morrison
Administrative Services Manager



Connecting its cities via environmentally effective rapid transit

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

City of Artesia
Hon. Ali Sajad Taj
Chair of the Board

City of Bell
Mr. Jesus Casas

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Borrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Claudia M. Forneta

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Marcia

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

Burbank-Glendale-Pasadena
Airport Authority
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

Attachment B:
Downey Notice of Withdrawal and Payment of Dues

Eco-Rapid Transit, formally known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

County of Los Angeles
Hon. Janice Hahn
Supervisor, Fourth District

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell
(Vacant)

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Borrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Hector Sosa

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Macias

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

Burbank-Glendale-Pasadena
Airport Authority
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

June 27, 2023

VIA E-MAIL AND U.S. MAIL

Roger Bradley
City Manager, City of Downey
Downey City Hall
11111 Brookshire Avenue
Downey, CA 90241
citymanager@downeyca.org

Re: Downey Notice of Withdrawal from ERT and Payment of Dues

Dear Mr. Bradley

I am writing first to formally acknowledge the City of Downey's withdrawal from Eco-Rapid Transit (ERT) and to thank the City for its many years of participation in the organization.

Secondly, I write to remind the City that, before the effective date of its withdrawal (July 15, 2023), it must satisfy the membership dues invoiced to it and approved by the ERT Board of Directors while the City was a member of ERT. This is required under Section 3.2(h) of ERT's JPA Agreement, which states "[w]ithdrawal of a Party ... shall not relieve it of any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of such withdrawal." The invoice at issue is attached for your review.

Furthermore, the ERT Board of Directors has been contemplating a potential restructuring of the agency, including termination or shifting to a dormant status. To that end, the ERT Board of Directors will be voting on an annual budget which supports a tapered-down version of ERT either during its June 28, 2023 Special Meeting or during its July 12, 2023 Regular Meeting. The City of Downey will be invoiced for its share of the annual budget approved prior to the effective date of the City's withdrawal, per Section 3.2(h) of ERT's JPA Agreement. Therefore, we strongly encourage the City's representative, Mr. Hector Sosa, to attend both ERT's June 28, 2023 Special Meeting and the July 12, 2023 Regular Meeting. The City's withdrawal is not effective until July 15, 2023, so it will still be a voting member of ERT until that time.

Respectfully,



Eric C. Shen, P.E., PTP, CPE
Executive Director

cc: Ali Taj, Chair of the Board, Eco-Rapid Transit
Hon. Hector Sosa, Councilmember, City of Downey
Hon. Claudia M. Frometa, Mayor, City of Downey
Matthew T. Summers, General Counsel, Eco-Rapid Transit
Thais P. Alves, Assistant General Counsel, Eco-Rapid Transit